

Agenda Public Works Committee Meeting 625 52nd Street, Room 202 Monday, March 11, 2024 5:30 PM

Chairperson Jack Rose Vice Chairperson David F. Bogdala Alderperson Anthony Kennedy Alderperson David Mau Alderperson Dominic Ruffalo Alderperson Bill Siel

Call to Order Roll Call Citizen Comments

Approval of the minutes of the meeting held on February 26, 2024.

- 1. Request from Kenosha History Center for Use of City Owned Parking Lot (301 51st Place) for the Kenosha History Center Cruise-Ins on May 31, July 26, August 30 and September 27, 2024. (District 2) (referred to BOW) Pgs. 1-11
- 2. Request from Parks Department to Place a Hiring Banner in Shagbark Recreation Area. (District 5) Pgs. 12-14
- Intergovernmental Agreement on Jurisdiction Transfer of Roadway by County of Kenosha, Wisconsin and City of Kenosha, Wisconsin for Part of County Trunk Highway "N". Pgs. 15-18
- 4. First Amendment to an Agreement By and Between the City of Kenosha, Wisconsin and SiFi Networks Kenosha LLC to Host Weekly Eat and Great Events. Pgs. 19-31
- 5. Resolution by Finance Committee To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1029 22nd Avenue Reconstruction. (Districts 9 & 13) (referred to Finance Committee) Pgs. 32-36
- 6. Resolution by Finance Committee To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1044 42nd Avenue & 56th Avenue Resurfacing. (Districts 15 & 16) (referred to Finance Committee) Pgs. 37-39

- 7. Resolution by Finance Committee To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1206 Sidewalk & Curb/Gutter Program West. (Districts 4, 5, 6, 7, 8, 9, 10, 12, 13 & 14) (referred to Finance Committee) Pgs. 40-83
- 8. Resolution by Finance Committee To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1207 Sidewalk & Curb/Gutter Program North (Districts 4, 5, 6, 7 & 10) (referred to Finance Committee) Pgs. 84-104
- 9. Resolution by Finance Committee To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1208 Sidewalk & Curb/Gutter Program South (Districts 8, 9, 12 & 13) (referred to Finance Committee) Pgs. 105-144
- 10. Acceptance of Project 23-1010 Pavement Markings (Citywide Locations) which has been satisfactorily completed by Brickline, Inc. (Madison, WI). The final amount of the contract is \$174,331.33. (All Districts) **Pg. 145**
- 11. Bulky Solid Waste Removal Services Agreement By and Between the City of Kenosha, Wisconsin and Woods Can Do It. (referred to Finance) Pgs. 146-162
- 12. Quit Claim Deed from the City of Kenosha to the City of Kenosha for 56th Street Right-of-Way (5510 & 5710 30th Avenue). (District 7) Pgs. 163-165
- 13. Resolution by Committee on Public Works To Vacate an Alley East of 7th Avenue between 54th and 55th Street. (JV Enterprises, LLC / Siel) (District 2) (CP Approved as Amended Ayes 8, Noes 0) Pgs. 166-174
- 14. Development Agreement between the City of Kenosha, the Kenosha Water Utility, and 38th Street, LLC for Development Phases II, III, IV. (District 16) (referred to SWU & BOW) (CP Approved Ayes 8, Noes 0) Pgs. 175-249

 Backup included with Stormwater Packet

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4020 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

PUBLIC WORKS COMMITTEE - MINUTES -

MONDAY, FEBRUARY 26, 2024 5:30 PM

Chairperson Jack Rose
Vice Chairperson David F. Bogdala
Alderperson Anthony Kennedy

Alderperson David Mau Alderperson Dominic Ruffalo Alderperson Bill Siel

The regular meeting of the Public Works Committee was held on Monday, February 26, 2024 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson Jack Rose, Vice Chairperson David F. Bogdala, Alderpersons Anthony Kennedy, David Mau, Dominic Ruffalo and Bill Siel. The meeting was called to order at 5:30 PM. Staff members in attendance were Brian Cater, Director of Public Works; Kris Kochman, Community Relations Liaison, Alderperson Pizzala, Alderperson Michalski and Street Division Staff: Cornelius Hayslett, Regina Gelmi and Erique Rodriguez.

Citizen's Comments: None

Approval of the minutes of the meeting held on February 12, 2024. It was moved by Alderperson Kennedy, seconded by Alderperson Siel to approve. Motion passed 6-0.

- Request from Kenosha Velosport Cycling for Use of City Streets (per application) for the Battle of the Border - Bike Race on April 28, 2024. (District 16) Public Hearing: No one spoke.
 It was moved by Alderperson Kennedy, seconded by Alderperson Siel to approve. Motion passed 6-0.
- Request from City of Kenosha Police Department for Use of Public Safety Monument and 2nd Avenue from 54th Street to 56th Street for the Kenosha Law Enforcement Memorial Service on May 8, 2024. (District 2) Public Hearing: No one spoke.
 It was moved by Alderperson Kennedy, seconded by Alderperson Siel to approve.
 - Motion passed 6-0.
- 3. Request from ZERO the End of Cancer for Use of Celebration Place and Sidewalks along the Harbor for the ZERO Prostate Cancer 5k Run on May 19, 2024. (District 2) (referred to Parks)

Public Hearing: No one spoke.

It was moved by Alderperson Kennedy, seconded by Alderperson Siel to approve. Motion passed 6-0.

- 4. Request from City of Kenosha for Use of City Streets (per application) for the Kenosha Civic Veterans Parade on June 30, 2024. (Districts 1 & 2) (referred to Parks) Public Hearing: Kris Kochman answered questions. It was moved by Alderperson Kennedy, seconded by Alderperson Siel to approve. Motion passed 6-0.
- 5. Request from City of Kenosha for Use of 6th Avenue from 52nd Street to 54th Street for the Peanut Butter & Jam Concert Series on Thursdays, July 11 through August 29,

2024 (Rain Date: September 5, 2024). (District 2) (referred to Parks)

Public Hearing: No one spoke.

It was moved by Alderperson Kennedy, seconded by Alderperson Siel to approve. Motion passed 6-0.

6. Resolution by Sponsor: Alderperson Dave Mau - Advocating Enforcement of City Ordinance 5.045 for Fair Business Practices and Regulatory Integrity.

Alderperson Mau spoke about the resolution.

It was moved by Alderperson Mau, seconded by Alderperson Kennedy to approve. Motion passed 5-1 with Alderperson Siel voting no.

7. Resolution by the Mayor - To Amend Condition #9 of Resolution #111-23 to Grant a Six-Month Extension for the Recording of an Eleven-Lot Certified Survey Map for Property at 5555 30th Avenue. (City of Kenosha - Kenosha Innovation Neighborhood) (District 7) (CP Approved 8-0) It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy to approve.

It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy to approve Motion passed 6-0.

8. SiFi Update.

Jean Miller, 4611 Green Bay Rd, gave an update and answered questions. Peter Salata, 4445 67th Street, answered questions.

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

At 5:58 PM Alderperson Ruffalo left the meeting. He returned at 6:01 PM.

Alderperson Kennedy left the meeting at 6:17 PM.

9. Salt Usage Update.

It was moved by Alderperson Bogdala, seconded by Alderperson Siel to receive and file. Motion passed 5-0.

10. CIP Project Status Update.

It was moved by Alderperson Bogdala, seconded by Alderperson Siel to receive and file. Motion passed 5-0.

ALDERPERSONS' COMMENTS

ADJOURNMENT – There being no further business to come before the Public Works Committee, it was moved by Alderperson Bogdala, seconded by Alderperson Mau and unanimously approved to adjourn the meeting at 6:25 PM.



March 4, 2024

TO: Jack Rose, Chairperson of Public Works Committee (District 15)

CC: Alderperson Siel (District 2)

Kris Kochman, Community Relations Liaison

FROM: Brian Cater, P.E.

Director of Public Works

RE: Public Works Committee: Request from Kenosha History Center for use of city owned parking

lot on Fridays, May 31, July 26, August 30 & September 27, 2024 to hold the Kenosha History

Center Cruise-Ins. (District 2)

BACKGROUND/ANALYSIS

Kenosha History Center is requesting from the Public Works Committee the use of city owned parking lot on Fridays, May 31, July 26, August 30 & September 27, 2024 to:

- a. Hold the Kenosha History Center Cruise-Ins
- b. Have set up on days of event from 3PM
- c. Have takedown on days of event from 9PM
- d. Hold the event beginning at 4PM-8PM
- e. Have Food Vendors

Event hours will be 4Pm-8PM. Setup will take place beginning at 3PM on the days of the event and take down is scheduled following the completion of the events.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks.

The event description: "Classic car cruise-ins that include local food trucks & food vendors."

CONDITIONS OF APPROVAL

If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.

- 1. Approved Operation of the following activities:
 - a. Have Food Vendors
 - b. No vendors and/or tents will be allowed in the roadway. All vendors and/or tents must be within the parcel(s) and sidewalks shall remain open during the event.
 - Must have a signed agreement with the Board of Water for use of Kenosha Water Utility property.
- 2. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health. This vendor list must include contact information and must be submitted weekly to Kenosha County Health and Kenosha Fire Department with any vendor changes noted.
 - a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
 - b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
- No Tents larger than 10'x10' are allowed unless an application for "Temporary Structures", is submitted and approved.
- 4. Per <u>WI State Statute 182.0175</u>, the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
- 5. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
 - a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules (<u>Code of General Ordinances 5.119</u> (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
- 6. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
 - a. Applicants will be responsible for any damage caused to City property as a result of this event.
- 7. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
- 8. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chalks. All spray paints and spray chalks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lathe or similar posts or the use of dry stick sidewalk-type chalks only. There will be no exceptions allowed for weather-related reasons or other.
- The Applicant must:
 - a. Supervise all persons using the location under authority of the Special event permit.
 - b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
 - i. Event is subject to the annual fee table upon approval by Committee(s)
 - c. Procure any license or other permits required for this activity.
 - d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
 - e. Provide private security for traffic issues, parking and/or crowd control.
- 10. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.
- 11. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
- 12. Compliance with applicable Federal, State, County and City laws, rules and regulations including licensing conditions and operational requirements contained within Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 13.03, 13.035, and 14.025.





Application for a Special Event Permit* Nonrefundable Fee: \$100 if submitted 45 days or more before an event Form #ADM400 (rev. 12/2021) *Subject to Change Nonrefundable Fee: \$500 if submitted 30-45 days before an event Applications for an event less than 30 days away will not be considered Fee waived by ordinance Before completing this application, carefully read the Special Event Planning Guide found at www.kenosha.org Event Name: Kenosha History Center Cruise-Ins Event Date(s) Requested: See attached Rain Date(s): N/A Α. **Event Organization** 1. Organization's Name: Kenosha History Center 2. Does this organization hold not-for-profit status? No Y Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). Required to receive non-profit rate for equipment rental. 3. Organization's Address: 220 51st PI City: Kenosha State: WI Zip: 53140 Contact Person: Chris Allen Contact Phone: 262-654-5770 Contact Email: chrisallen@kenoshahistorycenter.org B. **Event Location** Location (check all that apply): City Street City Sidewalk City Park City-Owned Building* Water Utility Property City Owned Parcels Airport Property Transit Property Name & Address of the park, and any building* (includes shelter, concession area, bandshell, etc.): 220 51st Place 2. Does the event require any streets to be closed? No Yes Name of street: 3. Type of street use requiring closure: Parade Run or Walk Other: 4. Attach a scaled site plan of the event location and include the following if applicable: \(\sqrt{\text{Site Plan Attached}} \) **Fences** Entrances/Exits Volunteer Check-in Beer Garden Staging Areas Vendor locations Waste Containers **Portable Toilets** Routes & Traffic Lanes (including barricades) Stages Signage Parking (including handicapped spaces) Temporary Structures (tents, trailers, etc.) Street parking restrictions

C. Event Operation Plan & Details

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
	See Attached.			
SET-UP TIME	DAY 1 START & END TIMES	DAY 2 START & END TIMES	DAY 3 START & END TIMES	TEAR-DOWN TIME
	See Attached			

			DAT COTART GERD TIMES	ILAN-DOWN THAIL
	See Attached			
Estimated N	lumber of Attendees Per	_{Day:} _60		
Event Desc	ription (provide a brief de	scription of the event; attach	additional pages if neede	d):
lassic car	cruise-ins that includ	e local food trucks & foo	od vendors.	
Indicate if th	e event will have any of t	the following (check all that a	apply):	
Food Vende	ors Merchandise	Vendors Artwork Disp	olays/Sales Signage	•
Animal Ride	es Petting Zoo	Rides	Annound	ements/Speeches
Fireworks*	Bonfire*	Pyrotechnic	Devices* Horse D	rawn Vehicles**
Carnival	Circus	Games	Public E	ntertainment
Other:	Sports tourna	ment (list type: softball, hardball,	rugby, etc.):B	and DJ Theat
usiness days	before the event. For det	an <u>Open Burning/Fireworks</u> ails, contact the Fire Preven <u>Chapter 14.025 C & D</u> of th	tion Bureau at 262-653-44	110 or 262-653-4109.
. Beer/V	Vine			
Event staff	nd/or wine be served or se for security will check in e beer or wine.	old at the event? Yes dentification and issue wr		, skip to section E.) 21 and older who wis h
		e Temporary Class "B" Reta fice at 262-653-4020 or by e		a.org a minimum of 30

Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed
for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board
of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales	
Start Time	Start Time	Start Time	
End time	End time	End time	

prior to the event to obtain a Temporary Class "B"/"Class B" Retailer's License.

E. Food/Merchandise							
1. Will food be sold or served at your event? Sold Served No Food							
Contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Brad Wozniak at brad.wozniak@kenoshacounty.org for information on the safe handling of food and beverages.							
Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.							
2. Will vendors sell merchandise at the event? Yes ✓ No							
 If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department. 							
F. Equipment Rental							
1. Will the event need: Electricity Yes No Water Yes No No Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.							
2. Indicate requests for any of the following City-provided rental equipment (check all that apply). Supplies are limited and granted upon availability.							
Bleachers # requested Benches # requested							
Barricades # requested Picnic Tables # requested							
✓ Trash Carts # requested 3 Traffic Cones # requested							
Recycling Carts # requested 3 Traffic Signs # requested							
Showmobile (2 available) # requested Generator (1 available and only with Showmobile)							
Reviewing Stands # requested							
Fencing							
How many 50 foot sections of <i>snow</i> fencing? How many 6 foot sections of <i>white plastic portable</i> fencing?							
G. Temporary Structures							
1. Will the event have any temporary structures or signage? Yes No (If no, skip to section H.) Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.							
2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)? Tents Inflatables Staging Trailers Dunk Tank Signage* Portable restrooms/ handwash stations Other (Please Explain):							
*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.							
3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event. Yes Initial ***VERY IMPORTANT*** WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will							
be able to be placed at your approved location. There are no exceptions.							

H. Security

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1.	riefly describe security measures: We will have volunteers around the grounds during the event to monitor and remove anyone whose behavior is not deemed acceptable.
2.	approval for overnight security requested for the event? Yes No
3.	√ill the event have private security? Yes ✓ No
4.	/ill private security at the event be armed? Yes No
5.	rivate Security Company Name: Phone #:
6.	re the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216) Yes No
7.	ne member of the organization's security personnel or the organization's contact person must be designated "Head Security" who can be reached at any time.
	ame of Designated Head of Security: Chris D Allen
	First M.I. Last ead of Security's Phone Number: 908-693-2771
	REQUIRED: Detailed security and operational plan: Attached Will be submitted a minimum of 14 business days before the event.
	Insurance
	Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

a. Commercial General Liability:

O-4161-4- - 6 | 1-1-1114-1-1---

General Aggregate - Two Million Dollars (\$2,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

b. Automobile Liability: (When required as a permit condition)

Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars (\$1,000,000.00).

c. Liquor Liability Coverage (When alcohol is approved for the Special Event)

General Aggregate - One Million Dollars (\$1,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

d. Umbrella Liability in the following amounts over the Commercial General Liability and

Automobile Liability amounts listed herein: (When required as a permit condition)

Two Million Dollars (\$2,000,000.00) per person

Two Million Dollars (\$2,000,000.00) aggregate

e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed \$5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

•	Let	funcate or	لقلط	pinty insurance:
l		Attached	1	Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent
	on	behalf of th	e ev	ent organization.

J. **Hold Harmless**

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

a) I understand the filing of this application does not ensure the issuance of this licenses.

- I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.
- I further understand that an incomplete application may cause a delay in processing or a denial of the
- I have reviewed the Code of General Ordinance Chapter 12.06 "Special Event Permit"

Print Name of Authorized Agent: Chris Allen

Signature: Chris Allen

Digitally signed by Chris Allen Date: 2024.01.24 09:46:02 -06'00'

Date: 1/24/2024

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION **CITY ORDINANCE CHAPTER 12.06**

Kenosha History Center, Chris Allen (Executive Director)

Authorized Agent of Special Event Organizer

Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

Chris Allen

Digitally signed by Chris Allen

1/24/2024 Date: 2024.01.24 09:46:19 -06'00'

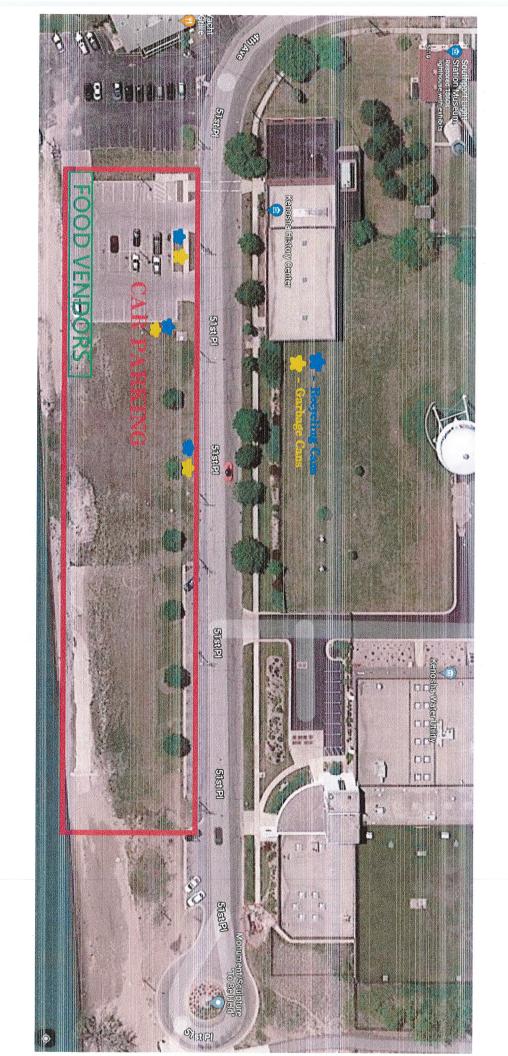
Applicant Signature

Date

Please sign, date and return the completed application to: City of Kenosha Administration 625 - 52nd Street Room 300 Kenosha, WI 53140

Addendum for Kenosha History Center's Application for a Special Event Permit

Event Dates:
Friday (5/31, 7/26, 8/30, 9/27)
Event Times:
4pm until 8pm (set-up 3pm; tear-down 9pm)



Kenosha History Center Cruise-ins Safety and Evacuation Plan

Parking Plan:

Volunteers will assist with parking the cars in the Kenosha History Center parking lot.

Points of Contact at the event will be:

Chris Allen, 908-693-2771 Front desk personnel, 262-654-5770

The Kenosha History Center will be open for visitation with staff on-site.

Toilets:

Restroom facilities are available inside the Kenosha History Center.

Communication Plan:

A megaphone will be used to communicate directions to the event attendees on how to evacuate the area in case of inclement weather or a possible bad event. There will also be volunteers on site to assist with this communication.

This event is open to all visitors. People will be free to arrive and depart at their own leisure. There will not be an award ceremony or announcements associated with the event. Automobiles and pedestrians at the event will follow all traffic laws on Simmons Island.

CITY OF KENOSHA GENERAL RECEIPT

RECEIPT NO.: 197516 RECEIPT DATE: 01/31/24 RECEIPT NAME: KENOSHA HISTORY CTR ADDRESS: 220 51ST PLACE

KENOSHA, WI 53140

KENOSHA HISTORY CENTER CRUISE-INS

DESCRIPTION

AMOUNT

SPECIAL EVENT APPLIC 110-00-44605-000-000

100.00

DUE: 100.00 CHECK:

CHANGE:

100.00

CHECK NO: 5715 RECEIVED BY: PWCOUNT3

#





March 5, 2024

TO: Jack Rose, Chairperson, Public Works Committee

FROM: Katie Elder, Director of Parks

SUBJECT: Approval of placing "Now Hiring" banner at Shagbark Recreational Area

Background

The Department of Parks would like to place "Now Hiring" banners within parks and recreational areas in order to spread the word of open seasonal positions. The goal is to attract more applicants for general laborers, lifeguards, pool attendants, and flower laborers. Banners would be placed at the following locations:

- 1. Anderson Park at the corner of 30th Avenue and 87th Street
- 2. Nash Park on the corner of Green Bay Road and 57th Street
- 3. Shagbark Recreational Area across from the parking lot at Bradford High School

The banners will be 4' tall by 6' wide, made of a canvas material to be installed on metal fence stakes. The banners would be installed from March - June, or until positions have been filled.

Recommendation

The Department of Parks is requesting approval for installing a "Now Hiring" banner at Shagbark Recreational Area outside of the public right away.



Shagbark







1:3,107

1" = 259'

Date Printed: 2/8/2024

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Intergovernmental Agreement on Jurisdictional Transfer of Roadway

By County of Kenosha, Wisconsin and City of Kenosha, Wisconsin

For Part of County Trunk Highway "N"

I. Parties, Purpose, Authority, Consideration.

A. Parties.

The County of Kenosha is a municipal corporation and a political subdivision of the State of Wisconsin having its principal offices located at 1010 – 56th Street, Kenosha, Wisconsin. It may be referred to as "the County" or "Kenosha County" hereinafter. The City of Kenosha is a municipal corporation having its principal offices located at 625 – 52nd Street, Kenosha, Wisconsin. It may be referred to as "City" hereinafter. Both parties are created and organized under the laws of the State of Wisconsin.

B. Purpose.

The parties enter this agreement to promote highway safety, improve roadway conditions, handle increased commercial truck traffic and encourage future economic development along an east-west corridor connecting the City to a main vehicular highway known as Interstate Highway 94. The parties deem this agreement to be the most expeditious and least expensive approach to restructuring the existing rural roadway into an urban profile roadway suitable of handling substantial commercial truck traffic.

C. Authority.

The parties rely upon all the laws of the State of Wisconsin for authority to enter into this agreement, particularly Section 66.0301 of the Wisconsin Statutes on Intergovernmental Cooperation contracts.

D. Consideration.

The mutual promises set forth herein, and the benefit bestowed upon the public by this project, constitute the lawful consideration of this contract.

E. Subject Highway.

The highway that is the subject of this Intergovernmental Agreement Jurisdictional Transfer of Roadway is that portion of Kenosha County Trunk Highway "N" located between its juncture with 128th Avenue to its juncture with the 136th Avenue, excluding the intersection of 38th Street and 136th Avenue, this highway may be referred to as the "Transferred Highway." For the avoidance of doubt the intersection of 38th Street and 136th Avenue commencing at the eastern right of way line of 136th Avenue is not subject to this Jurisdictional Transfer. The Transferred Highway is a recorded highway, as that term is used in Subsection 82.01(8) of the Wisconsin Statutes, that has been worked by the County as a public highway in its current roadbed continuously for over sixty years prior to entry into this Intergovernmental Agreement Transfer of Roadway. Transferred Highway includes all interest in

the right of way acquired by the County through expressed dedications and through prescription by action of law. The description of the current roadbed, which is subject to acquisition of interest in the right of way through prescription by action of law, is more particularly described in Exhibit "1" attached hereto and made a part hereof. During the time that the County has worked the Transferred Highway, it has issued permits for others to occupy portions of the right of way, subject to the superior interests of the County in the right of way and subject to conditions that inure to the benefit of the County.

- II. Transfer of CTH "N", Duties and Obligations.
 - A. Transfer of "N" and Duties and Obligations of the County of Kenosha.
- 1. The County of Kenosha hereby gives, devises, grants and transfers ownership, control, authority, and jurisdiction of Transferred Highway, to the City of Kenosha and its successors and assigns forever. This transfer shall include all the legal interests of the County in such land and roadway as those rights exist on the date of this agreement. This transfer includes all rights of any kind relating to such transferred highway and includes all rights to control the location and relocation of utilities and other installations, structures, or facilities within the right of way of the transferred highway, whether the County obtained such rights by statute, regulation, permit, easement, deed, contract, permission or otherwise. In all other respects, the transferred highway is given in its current condition, "as is, with all faults", except as specifically set forth in this agreement.
- 2. The County of Kenosha will adopt a resolution by the County Board memorializing that the Transferred Highway is a recorded highway, as that term is used in Subsection 82.01(8) of the Wisconsin Statutes, that has been worked by the County as a public highway in its current roadbed continuously for over sixty years.
- 3. The County warrants that it has no notice or knowledge of any conditions of the Transferred Highway that would subject the City to liability, specifically including, but not limited to, adverse environmental conditions.
 - B. Transfer of "N" and Duties and Obligations of the City of Kenosha.
- 1. The City of Kenosha hereby accepts the transfer of ownership, control, authority, and jurisdiction the Transferred Highway, from the County of Kenosha. Such Transferred Highway is accepted on an "as is, with all faults" basis, except as specifically set forth in this agreement. The City accepts all appurtenant rights, legal interests and responsibilities transferred by the County.
- 2. The City will perform all necessary maintenance and roadway improvements on the transferred roadway in the future. The City will hereafter be the legal authority to issue right of way permits and otherwise control and approve the location and relocation of utilities and other installations, structures, or facilities within the right of way of the transferred highway. It is the intent of the County and the City that the County is transferring to the City all rights that the County has with respect to relocation of utilities that are existing in the right of way at the time of entry into this Intergovernmental Agreement Jurisdictional Transfer of Roadway.

III. Obey All Laws; Savings Clause.

The County and the City each agree to abide by all applicable state, federal and local laws and

regulations in connection to all acts related to this agreement. If any part of this agreement is deemed to be void or unenforceable by a court of competent jurisdiction, such part shall be deemed to be severable from the remaining terms of the agreement and shall not affect the validity of the balance of this agreement if such interpretation can reasonably give effect to the main purpose and intent of the parties.

IV.	Duplicate Originals; Amer	ndments in Writing	g.	
		•	be delivered to each party. Any amendment formality as the original agreement.	its to
Dated at K	Kenosha, Wisconsin this	day of	, 2024.	
SAMANT	THA KERKMAN, Kenosha	County Executive		
REGI WA	LIGORA, Kenosha County	Clerk		
CLEMEN	T ABONGWA, Kenosha Co	ounty Highway Co	ommissioner	
Dated at K	Kenosha, Wisconsin this	day of	, 2024.	
JOHN AN	TARAMIAN, Mayor for th	e City of Kenosha	1	

MICHELLE NELSON, Kenosha City Clerk/Treasurer

Intergovernmental Agreement on Jurisdictional Transfer of Roadway CTH N - Exhibit 1



FIRST AMENDMENT TO AN AGREEMENT

By and Between

THE CITY OF KENOSHA, WISCONSIN A Wisconsin Municipal Corporation

AND

SIFI NETWORKS KENOSHA LLC A Delaware Limited Liability Corporation

THIS AGREEMENT, made and entered into by and between the City of Kenosha (known hereinafter as "CITY") and SiFi Networks Kenosha LLC (known hereinafter as "SIFI").

WHEREAS, CITY and SIFI entered into an agreement in 2023, which allowed SIFI to host weekly Eat and Greet events within the City of Kenosha, at no cost to residents of the City; and

WHEREAS, such agreement included an option for a renewal term; and

WHEREAS, the parties now intend to renew the agreement's term.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, CITY and SIFI agree as follows:

1. Renewed Term.

CITY and SIFI entered into an agreement, attached as Exhibit A (herein referred to as the "2023 Agreement"), which could be renewed by written amendment. CITY and SIFI now agree to amend the 2023 Agreement with the intention of renewing the term as specified in Section 2.2 of the 2023 Agreement, with the remainder of the 2023 Agreement applying anew to the renewal term. The new term begins April 1, 2024 and ends November 30, 2024.

Signature pages follow

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

STATE OF WISCONSIN)

COUNTY OF KENOSHA)

: SS.

FOR THE CITY OF KENOSHA, WISCONSIN,

A Wisconsin Municipal Corporation BY: JOHN M. ANTARAMIAN, Mayor BY: ____ MICHELLE L. NELSON, City Clerk/Treasurer Personally came before me this ____ day of _____, 2024, John M. Antaramian,, Mayor and Michelle L. Nelson, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer, and acknowledged to me that they executed the foregoing instrument as such officers of said City, by its authority. Print Name: Notary Public, Kenosha County, WI.

My Commission expires/is:

SIFI NETWORKS KENOSHA, LLC A Delaware Limited Liability Corporation

	BY:
	ITS:
	Date:
STATE OF WISCONSIN) : SS. COUNTY OF KENOSHA)	
Personally came before me this Limited Liability Corporation, to me known to beforegoing instrument as such officer of said SiFi	day of, 2024, of the SiFi Networks Kenosha, LLC., a Delaware be such President and acknowledged that he executed the Networks Kenosha, LLC, by its authority.
	Print Name: Notary Public, Kenosha County, WI. My Commission expires/is:

Drafted by: BRYAN A. CHARBOGIAN Deputy City Attorney

EXHIBIT A

AGREEMENT

By and Between

THE CITY OF KENOSHA, WISCONSIN A Wisconsin Municipal Corporation

AND

SIFI NETWORKS KENOSHA LLC A Delaware Limited Liability Corporation

THIS AGREEMENT, made and entered into by and between the City of Kenosha (known hereinafter as "CITY") and SiFi Networks Kenosha LLC (known hereinafter as "SIFI").

WHEREAS, CITY remains the owner of city streets, sidewalks, walkways and infrastructure which use is subject to the authority of the Board of Public Works; and

WHEREAS, SIFI entered into a contract with CITY to provide data services which includes the City wide installation of fiber optic cable within the City's public right-of-way throughout the City.

WHEREAS, SIFI intends to host weekly Eat and Greet events within the City of Kenosha engaging mobile food vendors, including food trucks and/or trailers, at no cost to residents of the City, as an opportunity for residents to enjoy food and ask any questions about the SIFI project installation, what services can be expected and how to acquire services; and

WHEREAS, absent an Agreement between the CITY and SIFI, SIFI would be subject to the CITY's licensing provisions for Special Events occurring within the CITY; and

WHEREAS, SIFI desires that SIFI's weekly Eat and Greet events, weather permitting, continue to operate throughout the calendar year 2023 at various locations throughout the City, within the public rights-of-way and open spaces;

NOW THEREFORE, in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, CITY and SIFI agree as follows:

1. EAT AND GREET LOCATIONS

As used herein, the term "Location" means various the various public spaces and right-of-way approved by the Director of Public Works suitable for hosting the SIFI's Eat and Greet event. For each event SIFI must submit a location request not less than fourteen (14) days prior to the proposed event. The Director will approve the event location or an alternate location prior to each Eat and Greet event.

2. TERM

2.1. Initial Term. CITY hereby agrees to permit SIFI use of each Location from 5 p.m. until 7 p.m. during the calendar months of April, May, June, July, August, September, October and November, beginning April 1, 2023 and ending November 30, 2023, on the terms and conditions contained herein, and on an As-Is, Where-Is basis, with all faults, and defects, known or unknown, for operation of the SIFI Eat

and Greet event. The Term and this Agreement are subject to sooner termination pursuant to the Terms of this Agreement.

- **2.2. Renewed Term.** If CITY or SIFI has not terminated the Agreement pursuant to the "Termination" provision below, CITY and SIFI may agree to an extension of the Term by written amendment. If there is no such written amendment signed by both Parties regarding extension, the term shall not be extended.
- **2.3 Early Termination.** CITY may terminate this Agreement, with or without cause, after providing 90 days' written notice, at CITY's sole option. Any such notice shall be in writing and delivered pursuant to Section 12.11 of this Agreement.

3. USE

- **3.1.** SIFI shall use the Location exclusively for operation of the SIfI Eat and Greet event, whereby SIFI will provide a mobile food vendor(s), including food trucks and/or trailers, at no cost to residents, as an opportunity for residents to enjoy food and ask questions about the SIFI project installation, what services can be expected and how to acquire services to which the public is encouraged to attend.
- 3.2. Not later than fourteen (14) days after execution of this Agreement, SIFI shall provide CITY with written notice of the dates and times for 2023 on which it will conduct the weekly Eat and Greet events. CITY shall review and approve the dates in whole or part. Should SIFI wish to utilize any dates not included within the written notice provided, SIFI shall be required to provide fourteen (14) days advanced written notice which CITY may or may not approve at its sole discretion. Notwithstanding the foregoing, the CITY shall have the right to refuse any date requested by SIFI. Further, the CITY shall have the right to cancel or reschedule any previously approved scheduled use for any reason, including an alternative use. CITY agrees to be sensitive to the scheduling of SIFI's usage and shall endeavor to provide SIFI with reasonable notice of its intentions. Further, the parties agree that CITY, through its Director of Public Works, or its designee, has the authority to prohibit use of the Location, for reasons it, in its sole discretion, deems appropriate including, but not limited to, maintenance. In the event of a cancelled or a rescheduled date, no portion of any payments of any kind whatsoever required under this Agreement shall be owed or repayable to SIFI.
- **3.3.** SIFI shall be exempt from the requirement of obtaining permits otherwise required by Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 12.06, 13.03, 13.035, or 14.025 of the Code of General Ordinances City of Kenosha.
- **3.4.** SIFI's use may not knowingly create an unreasonable risk of loss of life, personal injury or property loss or damage, or otherwise threaten the public health, safety or welfare. SIFI shall comply with, and shall be responsible for the compliance of its employees, contractors, representatives, and agents with all applicable Federal, State, County, City laws, including but not limited to, the Kenosha County Health Code, and the Fire Prevention Code and related permit requirements embodied in Chapter 3; Good Order and Conduct Ordinances embodied in Chapters 11 and 23; when alcohol is sold or served, state required licenses embodied in Chapter 10 of the Code of General Ordinances; and with the Rules and Regulations set forth below.

4. USAGE FEE

SIFI shall pay an annual fee of Five Hundred dollars (\$500.00) during the term of this Agreement as consideration for the use of the Location. This payment shall be annually billed by CITY and become due and payable thirty (30) days thereafter Costs directly attributable to the Event, if any, for protective

services provided by the Kenosha Police Department or Kenosha Fire Department, as well as costs paid to third parties, if charged by the City, such as utility charges and insurance premiums, shall be the sole responsibility of SIFI. This additional charges, if applicable, shall be billed by the CITY and become due and payable thirty (30) days thereafter. Payment must be made at the time SIFI provides CITY its written notices required under Article 3 of this Agreement. Unless otherwise stated herein, payments referred to herein shall not be refundable under any circumstances, including but not limited to termination of this Agreement for whatever reason.

5. CITY NOTIFICATION

CITY will make best efforts to forward advance notice to SIFI of any street closing at, or in proximity of the Location approved by the CITY which are planned in the vicinity of the Location. In the event the CITY exercises its right to cancel or reschedule any previously approved scheduled use of the Location, CITY shall endeavor to provide SIFI with reasonable notice.

6. SIFI OBLIGATIONS

- **6.1. Location.** Not later than fourteen (14) days prior to an event date subject to this Agreement, SIFI will provide CITY an operational plan to be approved by City Staff detailing the location for the Event, which such approval shall not be unreasonably conditioned, withheld, or delayed. The operational plan should identify the vendors and promote the health, safety, and general welfare of the public and the good order of the CITY. Additionally, the operational plan should address vendor placement, street closures, traffic control and associated signage.
- **6.2. Safety.** SIFI shall commercially reasonable efforts to assure the safety of vendors and attendees of the Event by periodically inspecting the Location, said inspection specifically including but not limited to, reviewing electrical connections, reviewing the condition of electrical conductors and cables, mitigating potential trip hazards, and inspections of vendor assigned sales areas to minimize potential hazards.
- **6.3 Site Maintenance/Waste Management.** SIFI shall clean up the Location immediately following each Event, leaving the Location in no worse condition than it was in prior to SIFI's use. SIFI shall be responsible for all garbage generated by the activities of the Event and required clean up regardless of the source during each Eat and Greet date, will keep the site in a clean, neat, and sanitary condition, and ensure all trash and recyclables are collected and disposed of.
- **6.4. Supervision.** SIFI shall supervise all vendors and attendees of the Event to ensure compliance with the terms of the Agreement.
- **6.5. Protective Service Accessibility and Compliance.** SIFI shall, and shall ensure that its vendors, comply with the orders and directives of members of the Kenosha Police Department or Fire Department regarding the maintenance of accessibility lanes for potential and actual emergency response.
- **6.6. Operational Regulation.** SIFI will operate the market in strict compliance with the terms of this Agreement.
- **6.7. Discrimination Prohibited.** SIFI shall not, with respect to the use and occupancy of the Location, discriminate against any person on the bases of race, sex, sexual orientation, creed, nationality, origin or identity, color, religion, marital status, age, or handicap.

- **6.8. Rules.** Abide by and be bound by any and all rules and regulations affecting the Market Location, which may be adopted or promulgated by the City.
- **6.9. Petroleum, Dangerous, Toxic and Hazardous Materials.** SIFI agrees to abide by and require its vendors to abide by all federal, state, and local laws pertaining to the handling, storage, use and transportation of petroleum, dangerous, hazardous and toxic materials. Furthermore, in the event of a spill, emission or contamination, SIFI shall take all steps required by law and the appropriate authorities to clean up and restore the Location, and any other contaminated or affected areas, to the satisfaction of said authorities and to provide a letter from said authorities to the CITY certifying that the Location and affected areas have been cleaned and restored and are presently in compliance with all federal, state and local laws.
- **6.10. Damage.** SIFI will repair and/or replacement any damage to the CITY's public rights-of-ways and CITY owned property as a result of SIFI's acts or omissions, reasonable wear and tear expected.

7. ASSIGNMENT/SUBAGREEMENT

No assignment of this Agreement by SIFI shall be permitted. Any assignment by SIFI shall render this Agreement null and void.

8. INDEMNITY AND HOLD HARMLESS

SIFI does hereby agree that it will, at all times, during the term of this Agreement, indemnify and hold harmless CITY, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Agreement and during scheduled SIFI events at the Location; or as a result of any operations, works, acts or omissions performed at the Location, its officers, employees, agents, volunteers or representatives; or resulting from SIFI's failure to perform or observe any of the terms, covenants and conditions of this Agreement or resulting from any condition of the Location thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees caused or resulting from the negligent or intentional acts or omissions of CITY, or any of their officers, agents or employees. Upon the filing with CITY of a claim of damages arising out of any incident(s) which SIFI herein agrees to indemnify and hold CITY and others harmless, CITY shall notify SIFI of such claim, and in the event that SIFI does not settle or compromise such claim, then SIFI shall undertake the legal defense of such claim on behalf of SIFI and CITY. It is specifically agreed, however, that CITY, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against SIFI, CITY, or their officers, employees and agents for any cause for which SIFI is liable hereunder, shall be conclusive against SIFI as to liability and amount of damages. This provision shall survive expiration or termination of this Agreement to the extent necessary to effectuate its purpose.

9. INSURANCE

SIFI shall procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the Location. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. Not later than sixty (60) days prior to the first Event date in a calendar year subject to this agreement, SIFI shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of CITY as an "additional insureds", and proof of payment of premium to

the City Clerk/Treasurer for approval. SIFI shall also provide the City Attorney with a copy of the endorsement naming CITY as an additional insured. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage herein lapses and/or SIFI fails to maintain insurance coverage, CITY may declare this Agreement null and void as of the date no valid insurance policy was in effect. CITY reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to SIFI, whenever minimum standards of the CITY for all insurance policies comparable to those covering SIFI's operations hereunder are enacted which adopt or increase the minimum insurance requirements, and SIFI shall comply with said request, upon being given such advance, written notice thereof, or be considered in breach of this Agreement. The failure of SIFI to take out and/or maintain the required insurance shall not relieve SIFI from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of SIFI in section 10 of this Agreement. SIFI shall maintain during the course of this Agreement a General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, SIFI shall maintain during the course of this Agreement an Umbrella Liability policy with a minimum limit of Two Million Dollars (\$2,000,000.00). The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability Insurance policy. CITY may require additional coverages and/or increased coverage when deemed necessary.

10. BREACH AND TERMINATION

- 10.1. SIFI is in breach if SIFI fails to perform SIFI's obligations defined in this Agreement. All terms contained herein are material. SIFI shall have ten (10) days following its receipt of written notice from CITY describing any breach to cure said breach. SIFI'S failure to cure a breach shall be a basis for CITY to terminate this Agreement and seek appropriate damages.
- 10.2. Notwithstanding the Term of this Agreement, or anything else contrary continued herein, CITY may terminate the Agreement for any reason, with or without cause, upon ninety (90) days advance written notice.
- 10.3. Unless otherwise sooner terminated, and unless a duly signed amendment is entered into prior to the end of the Term to extend the Term, the Agreement terminates at 4:00 p.m. on the last day of the Term.

11. FORCED MAJEURE

In the event either party's performance of its obligations under this agreement cannot be conducted due to any Act of God or *force majeure*, including, without limitation, weather, unforeseeable adverse governmental action, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then CITY and SIFI shall work together to attempt to reschedule the Event and/or otherwise mitigate their damages, if feasible, or shall otherwise cancel the Event. The parties shall not have any liability to each other as a result of a cancellation pursuant to this Paragraph, and each shall notify the other immediately when it becomes aware of a situation or event which is or may be covered by this Paragraph.

12. MISCELLANEOUS

- **12.1. Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.
- **12.2. Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.
- **12.3. Entire Agreement.** This Agreement shall constitute the full and complete agreement of the parties and it shall supersede all prior written or oral agreements, statements or understandings. The parties acknowledge there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
- **12.4. Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- **12.5.** Law Governing. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.
- 12.6. Severability. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- **12.7. Amend In Writing.** This Agreement cannot be amended, changed, altered, or modified except in a writing signed by the parties.
- **12.8. Merger.** Each of the parties further represents that no promise, inducement or agreement not expressed in this Agreement has been made by any of the parties; and that the terms of this Agreement are contractual and not merely recitals.
- 12.9. Capacity. The persons who have executed this Agreement represent and warrant that they are (a) duly authorized to execute this Agreement in their individual or representative capacity as indicated; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms have been duly and validly authorized and approved by all requisite action required by law; and, (c) this Agreement constitutes the valid and binding Agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.
- **12.10. Waiver.** No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.
- **12.11. Notice.** Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand, email with confirmation receipts, or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, email, or mailing, if by certified mail, return receipt requested.

If to CITY:

with copies to:

City Clerk/Treasurer 625 – 52nd Street, Room 105 Kenosha, Wisconsin 53140 Email: cityclerk@kenosha.org

City Attorney 625 – 52nd Street, Room 201 Kenosha, Wisconsin 53140 Email: webcityttorney@kenosha.org

Director of Public Works 625 – 52nd Street, Room 305 Kenosha, Wisconsin 53140 Email: publicworks@kenosha.org

Director of Finance $625 - 52^{\text{nd}}$ Street, Room 208 Kenosha, Wisconsin 53140 Director of Transit $4303 - 39^{\text{th}}$ Avenue Kenosha, Wisconsin 53144 Email: finance@kenosha.org

If to SIFI:

SiFi Networks Kenosha LLC Attn: Legal 103 Faulk Road, Suite500 Wilmington, DE 19803 Email: NOTICES@SiFiNetworks.com

Signature pages follow

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

THEFT	CITY	OF	MENIO	CITA	WICCO	RICIAL
IHE	CILY	OF	KENU	SHA.	WISCO	1311

A Wisconsin Municipal Corporation

ANTARAMIAN, Mayor

Date: 5-2-23

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this 2nd day of Way, 2023, John M. Antaramian, Mayor, and Michelle L. Nelson, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer, and acknowledged to me that they executed the foregoing instrument as such officers of said City, by its authority.

Notary Public, Kenosha County, WI. My Commission expires/is: 4/23/24

SIFI NETWORKS KENOSHA LLC A Delaware Limited Liability Corporation

California Certificate

BY: SARA PICESTOCK

TTS: MARKETINA DIRECTOR

Date: G417612623

STATE OF WISCONSIN)

SS.

COUNTY OF KENOSHA)

Personally came before me this day of April 2023, of the SiFi Networks Kenosha, LLC., a Delaware Limited Liability Corporation, to me known to be such President and acknowledged that he executed the foregoing instrument as such officer of said SiFi Networks Kenosha, LLC, by its authority.

Print Name:

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

Drafted by: MATTHEW A. KNIGHT City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

TO LEVY SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY BASED UPON FINAL CONSTRUCTION COSTS RESPECTING IMPROVEMENTS IN STREET RIGHT-OF-WAY (sidewalks and/or driveway approaches)
BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsir
that special assessments are levied against benefited property based upon fina
construction costs respecting improvements in street-of-way consisting of construction
of sidewalks and/or driveway approaches for Project #23-1029 22nd Avenue
Reconstruction (22nd Avenue - 85th Street to 89th Street) in the total amount of
\$16,661.55, as shown by a report of the City Engineer filed in the office of the City Clerk
of the City of Kenosha in accordance with the Final Resolution No. 27-23 authorizing
such improvements in the street right-of-way.
Adopted this 18th day of March, 2024.
APPROVED: DATE:
John M. Antaramian, Mayor
ATTEST:
Michelle L. Nelson, City Clerk/Treasurer

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

RUN DATE: 02/27/24 FOR PROJECT: 23-129

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-13-101-001-0

LOT

45.000

\$373.95

PROPERTY ADDRESS

UNIFIED SCHOOL DISTRICT NO 1 8518 022 AV

4" CONC R-R 45.00SF @ \$8.31 = \$373.95 NUMBER OF SQUARES 2

MAIL TO ADDRESS KENOSHA UNIFIED SCHOOL DIST 1 3600 52ND ST KENOSHA, WI 53144-3947

LEGAL DESCRIPTION NE 1/4 SEC 13 T1 R 22 COM 33 FT W COR OF 1/4 SEC TH S 880FT W 697 80 FT E 697 FT TO BEG SUBJ TO RO T FROM OFF N SIDE 30 FT OF W & S 27 FT FROM E SIDE FOR HIGHWAYS **ELEMENTARY SCHOOL**

PARCEL NUMBER LOT

50.000

\$415.50

06-123-18-230-001-0

PROPERTY ADDRESS

SOUTHCREST INVESTORS LLC 8511 022 AV

MAIL TO ADDRESS SOUTHCREST INVESTORS LLC N16W23217 STONE RIDGE DR #35 WAUKESHA, WI 53188

LEGAL DESCRIPTION NW 1/4 SEC 18 T 1 R 23 HIGHLAND P UB UNIT NO 3 BLK 8 TH N 313.53 F OUTLOT A EXC W 7 FT FOR STREET V

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

NUMBER OF SQUARES 2

627 D0C#1752052

RUN DATE: 02/27/24 FOR PROJECT: 23-129

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT 06-123-18-230-002-0

328.000

\$2,725.68

PROPERTY ADDRESS

SOUTHCREST INVESTORS LLC 8545 022 AV

4" CONC R-R 328.00SF @ \$8.31 = \$2725.68 NUMBER OF SQUARES 13

MAIL TO ADDRESS WAUKESHA, WI 53188

LEGAL DESCRIPTION MAIL TO ADDRESS

SOUTHCREST INVESTORS LLC

NW 1/4 SEC 18 T 1 R 23 HIGHLAND P

N16W23217 STONE RIDGE DR #35

WB UNIT NO 3 BLK 8 THE S 315 FT 0 8.53 FT OF OUTLOT A EXC W 7 FT FO V 1413 P 627 D0C#1752052

PARCEL NUMBER LOT 06-123-18-230-003-0

100.000

\$831.00

PROPERTY ADDRESS

SOUTHCREST INVESTORS LLC 8615 022 AV

WAUKESHA, WI 53188

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

MAIL TO ADDRESS

SOUTHCREST INVESTORS LLC

NW 1/4 SEC 18 T 1 R 23 HIGHLAND P

N16W23217 STONE RIDGE DR #35

UB UNIT NO 3 BLK 8 S 315 FT OF N

ET OF OUTLOT A FYC W 7 FT FOR ST FT OF OUTLOT A EXC W 7 FT FOR ST 13 P 627 DOC#1752052

PARCEL NUMBER LOT 06-123-18-230-004-0

539.000

\$4,479.09

PROPERTY ADDRESS SOUTHCREST INVESTORS LLC 8651 022 AV

4" CONC R-R 539.00SF @ \$8.31 = \$4479.09 NUMBER OF SQUARES 21

MAIL TO ADDRESS

MAIL TO ADDRESS
SOUTHCREST INVESTORS LLC
N16W23217 STONE RIDGE DR #35
MAILKESHA WT 53188

LEGAL DESCRIPTION
19518-5 NW 1/4 SEC 18 T 1 R 23 HI
PARK SUB UNIT NO 3 BLK 8 OUTLOT
N 943.53 FT & EXC W 7 FT FOR STRE LEGAL DESCRIPTION C#1752052

RUN DATE: 02/27/24 FOR PROJECT: 23-129

ASSESSED S.F./LŃ.

TOTAL **ASSESSMENT**

PARCEL NUMBER

L0T

193.000

\$1,603.83

06-123-18-230-005-0

4" CONC R-R 193.00SF @ \$8.31 = \$1603.83 NUMBER OF SQUARES 8

PROPERTY ADDRESS

ARTHUR J & VIOLETTE I CHLAD 2120 087 PL

MAIL TO ADDRESS ARTHUR J & VIOLETTE I CHLAD 2120 87TH PL KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 1 VERNON LAWNS SUB NW 1/4 SEC 1 R 23 V 661 P 471 DOC#1546361 577919 DOC#1756641 DOC#1940106 DO 056

PARCEL NUMBER LOT 06-123-18-251-022-0

325.000

\$2,700.75

PROPERTY ADDRESS JOSE GALVAN & YEZENIA MURGUIA

2120 088 ST

MAIL TO ADDRESS JOSE GALVAN YEZENIA MURGUIA

KENOSHA, WI 53143

LEGAL DESCRIPTION NW 1/4 SEC 18 T1 R23 VERNON LAWNS D ADD'N PT OF LOT 41 AND VAC ACCE RES 22-72 2-10-72 BEG 60 FT W 0F R SD LOT 41 TH W 68.5 FT N 115.1 73.41 FT S 115 FT TO PT OF BEG V

4" CONC R-R 325.00SF @ \$8.31 = \$2700.75

NUMBER OF SQUARES 13

P 750 DOC #1029669 DOC#1817320

RUN DATE: 02/27/24 FOR PROJECT: 23-129

ASSESSED S.F./LN. TOTAL

ASSESSMENT

PARCEL NUMBER

L0T

425.000

\$3,531.75

06-123-18-252-021-0

4" CONC R-R 425.00SF @ \$8.31 = \$3531.75 NUMBER OF SQUARES 17

PROPERTY ADDRESS

TOMMY JOE COOK & DAVID J COOK 2121 088 ST

MAIL TO ADDRESS TOMMY JOE COOK DAVID J COOK KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 80 EXC E 60 FT VERNON LAWNS S ADD'N & VAC ACCESS RD RES 22-72 2 EG 60FT W OF NE COR LOT 80 TH W 7 T S 115.1 FT TH E 67.55 FT N 115. TO POB PT NW 1/4 SEC 18 T 1 R 23 V 990 P 521 DOC#1494611 DOC#16

STREET TOTAL

2,005.00

\$16,661.55

PAGE 4

GRAND TOTALS PARCELS 8 FOOTAGE

2,005.000 TOTAL COST \$16,661.55

PAGE 5

BENEFITEI CONSTRUC IMPROVEN		PON FINAL ESPECTING -WAY
BE IT RESOLVED), by the Common Council of	the City of Kenosha, Wisconsin
that special assessmen	its are levied against benefit	ted property based upon final
construction costs respe-	cting improvements in street-o	of-way consisting of construction
of sidewalks and/or drive	eway approaches for Project	#23-1044 42nd Avenue & 56th
Avenue Resurfacing (42	nd Avenue - Harding Road to	Wilson Road & 56th Avenue -
56th Street to 53rd Stree	t) in the total amount of \$2,804	4.63, as shown by a report of the
City Engineer filed in the	e office of the City Clerk of the	City of Kenosha in accordance
with the Final Resolution	on No. 75-23 authorizing suc	ch improvements in the street
right-of-way.		
Adopted this 18th	day of March, 2024.	
APPROVED:		DATE:
John M. Antaramian, May	yor	
ATTEST:		
Michelle L. Nelson, City C		March 11, 2024
	Public Works Committe	e item 6.

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

RUN DATE: 02/27/24 FOR PROJECT: 23-144

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT 02-122-02-102-025-0

75.000

\$623.25

4" CONC R-R 75.00SF @ \$8.31 = \$623.25

PROPERTY ADDRESS

NUMBER OF SOUARES 3

ANTHONY AND CATHERINE ZICCARELLI R

4111 HAR RD

MAIL TO ADDRESS

ANTHONY & CATHERINE ZICCARELLI 4111 HARDING RD

KENOSHA, WI 53142

LEGAL DESCRIPTION

LOTS 484 & 485 FOREST PARK SUB PT 1/2 SEC 2 T 1 R 22 D0C#1929283 D

9284

PARCEL NUMBER LOT

100.000

\$831.00

02-122-02-102-026-0

4" CONC R-R 100.00SF @ \$8.31 = \$831.00

PROPERTY ADDRESS JAR RENTALS LLC

4128 WIL RD

NUMBER OF SQUARES 4

MAIL TO ADDRESS JAR RENTALS LLC 3330 100TH ST

3330 1001H ST PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION LOT 559 FOREST PARK SUB BEING PT /2 OF SEC 2 T 1 R 22 V 1118 P 603 1594303 DOC#1678155 DOC#1866167

PARCEL NUMBER LOT

62.500

\$519.38

02-122-02-107-001-0

PROPERTY ADDRESS PAUL KLEMP LIVING TRUST

4203 HAR RD

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 37.50SF @ \$8.31 = \$311.63

NUMBER OF SQUARES 2.5

MAIL TO ADDRESS PAUL KLEMP LIVING TRUST

4203 HARDING RD

KENOSHA, WI 53142-3248

LEGAL DESCRIPTION

LOT 486 FOREST PARK SUB BEING PT /2 SEC 2 T 1 R 22 V 1403 P 191 D

5878

RUN DATE: 02/27/24 FOR PROJECT: 23-144

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 02-122-02-107-024-0 LOT

100.000

\$831.00

PROPERTY ADDRESS

JAMES P & DEBRA L DE MARCO

4202 WIL RD

6" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

MAIL TO ADDRESS JAMES P & DEBRA L DEMARCO 4202 WILSON RD KENOSHA, WI 53142-3267

LEGAL DESCRIPTION LOT 558 FOREST PARK SUB BEING PT /2 OF SEC 2 T 1 R 22 DOC #983221 112224

STREET TOTAL

337.50 \$2,804.63

PAGE 2

GRAND TOTALS PARCELS 4 FOOTAGE

337.500 TOTAL COST \$2,804.63

PAGE 3

TO LEVY SPECIAL ASSESSMENTS AG BENEFITED PROPERTY BASED UPON CONSTRUCTION COSTS RESPE- IMPROVEMENTS IN STREET RIGHT-OF-WAY (sidewalks and/or driveway approaches	FINAL CTING
BE IT RESOLVED, by the Common Council of the Co	ity of Kenosha, Wisconsin
that special assessments are levied against benefited pr	roperty based upon final
construction costs respecting improvements in street-of-way	consisting of construction
of sidewalks and/or driveway approaches for Project #23-120	06 Sidewalk & Curb/Gutter
Program West (Properties West of 30th Avenue) in the total	amount of \$65,873.24, as
shown by a report of the City Engineer filed in the office of the	ne City Clerk of the City of
Kenosha in accordance with the Final Resolution No.	28-23 authorizing such
improvements in the street right-of-way.	
Adopted this 18th day of March, 2024.	
APPROVED:	DATE:
John M. Antaramian, Mayor	
ATTEST:	
Michelle L. Nelson, City Clerk/Treasurer	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 01-122-01-205-030-0

LOT

73,600

\$611.62

PROPERTY ADDRESS

PROPERTY ADDRESS KELLY PETERS 6104 033 AV 6" DRV APP 73.60SF @ \$8.31 = \$611.62

NUMBER OF SQUARES

MAIL TO ADDRESS KELLY PETERS 6104 33RD AVE KENOSHA, WI 53142 LEGAL DESCRIPTION

LOT 20 PAUL SCHROEDER SUB PT OF N

SEC 1 T1 R22 V 1353 P 548 V 1469

DOC#1670721 DOC#1670722 DO

063 DOC#1844226

PARCEL NUMBER

LOT

249.870

\$2,076.42

01-122-01-207-024-0

PROPERTY ADDRESS PLR HOMES LLC 6118 031 AV 4" CONC R-R 51.00SF @ \$8.31 = \$423.81 6" DRV APP 198.87SF @ \$8.31 = \$1652.61 NUMBER OF SQUARES 2

MAIL TO ADDRESS PLR HOMES LLC 440 SHERIDAN RD KENOSHA, WI 53403 LEGAL DESCRIPTION
LOT 25 BLK 4 PFENNIG & BULLAMORE'S
HARD KNOLL SUB BEING PT OF NW 1/4
T 1 R 22 ALSO E 7 FT OF VACATED
RES #115-00 DOC#1197346 (2001 LOT
ADJUST) V 1352 P 225 DOC#1360076
47453 DOC#1665921 DOC#1723141 DO
409 DOC#1830804 DOC1855436 DOC#192

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL Assessment

PARCEL NUMBER 01-122-01-227-009-0

LOT

25.000

\$207.75

PROPERTY ADDRESS EDWARD KOSLOWSKI 6021 037 AV 4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS EDWARD KOSLOWSKI 6021 37TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION
PT OF NW 1/4 SEC 1 T 1 R 22 COM 2
S OF SE COR OF 60TH & 37TH AVE TH
FT E 134 FT N 50 FT W TO BEG DOC
27 DOC#1208634 DOC#1263154 DOC#
7 DOC#1840232

PARCEL NUMBER

LOT

164.500

\$1,367.00

01-122-01-228-004-0

4" CONC R-R 164.50SF @ \$8.31 = \$1367.00 NUMBER OF SQUARES 5.5

PROPERTY ADDRESS DAWN M BRANDL 3724 060 PL

MAIL TO ADDRESS DAWN M BRANDL 3724 60TH PL KENOSHA, WI 53142 LEGAL DESCRIPTION
LOT 14 PFENNIG & GETSCHMAN'S PRAI
E ADD BEING PT OF NW1/4 SEC 1 T 1
V 1368 P 759 DOC#1881547

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 01-122-01-228-007-0 LOT

175.000

\$1,454.25

PROPERTY ADDRESS TERINA KAY TOTTS TRUST 6022 037 AV

4" CONC R-R 125.00SF @ \$8.31 = \$1038.75 6" DRV APP 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 5

MAIL TO ADDRESS TERINA KAY TOTTS TRUST 3704 60TH PL KENOSHA, WI 53142 LEGAL DESCRIPTION
PT OF NW 1/4 SEC 1 T 1 R 22 COM 2
S OF SW COR OF 60TH ST & 37TH AVE
46 FT W 125 FT N 46 FT E 125 FT T
V 1554 P 132 DOC# 973754 DOC#11
DOC#1394503 DOC#1690469 DOC#1900

PARCEL NUMBER LOT 01-122-01-229-008-0

72.000

\$598.32

PROPERTY ADDRESS TERESA COLLEEN MAERZKE 3814 060 PL 6" DRV APP 72.00SF @ \$8.31 = \$598.32 NUMBER OF SQUARES

MAIL TO ADDRESS TERESA COLLEEN MAERZKE 3810 60TH PL KENOSHA, WI 53142 LEGAL DESCRIPTION
LOT 10 PFENNIG & GETSCHMAN'S PRAI
VE ADD BEING PT OF NW 1/4 SEC 1 T
2 DOC#1209759 DOC#1424739 DO
928 DOC#1586357 DOC#1921854 DOC#1

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 01-122-01-229-012-0

LOT

LOT

50.000

\$415.50

PROPERTY ADDRESS

MICHAEL B & DIANA CARPENTER
3802 060 PL

MAIL TO ADDRESS MICHAEL B & DIANA CARPENTER 3802 60TH PL KENOSHA, WI 53142-7028 I FGAL DESCRIPTION

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

NUMBER OF SQUARES 2

LEGAL DESCRIPTION
PT OF PFENNIG &GETSCHMANS PRAIRIE
DD OF PT OF NW 1/4 SEC 1 T 1 R 22
3 EXC COM AT SW COR OF SD LOT TH
NW COR OF SD LOT E 4 FT SWLY TO B

PARCEL NUMBER 01-122-01-229-013-0

61.200

\$508.57

PROPERTY ADDRESS

JAMES T & TERESA MAERZKE 3810 060 PL

MAIL TO ADDRESS JAMES T & TERESA MAERZKE 3810 60TH PL KENOSHA, WI 53142-7028 LEGAL DESCRIPTION
ALL OF LOT 11 & PT LOT 12 PFENNIN
TSCHMAN'S PRAIRIE AVE ADD PT OF N
SEC 1 T 1 R 22 ALSO BEG AT SW CO
12 TH N 128 FT TO NW COR LOT 12 E

6" DRV APP 61.20SF @ \$8.31 = \$508.57

NUMBER OF SOUARES 0

TH SW'LY TO SW COR SD LOT 12 POB V 987 P 911 V 1661 P 871 DOC#145

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 01-122-01-229-014-0 LOT

70.800

\$588.35

PROPERTY ADDRESS

DAVID & CHERYL EAKINS 3806 060 PL

MAIL TO ADDRESS DAVID & CHERYL EAKINS 3806 60TH PL KENOSHA, WI 53142

6" DRV APP 70.80SF @ \$8.31 = \$588.35 NUMBER OF SQUARES

LEGAL DESCRIPTION 1-4-0122-01-229-014 PT OF NW 1/4 T 1 R 22 LOT 12 EX BEG AT SW COR LG W LN 128 FT TO NW COR TH E 4 SWLY TO SW COR OF LOT 12 IN PFEN GETSCHMAN'S PRAIRIE AVE ADD ALSO COR LOT 13 TH N 128 FT TO NW COR 3 E 4 FT TH SW'LY TO THE SW COR S 13 P.O.B. 1978 VOL 987 PAGE 912 156965

PARCEL NUMBER 01-122-01-305-014-0

L0T

50.000

\$415.50

PROPERTY ADDRESS NOREEN P HENRY

6933 031 AV

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

MAIL TO ADDRESS NOREEN P HENRY 6933 31ST AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 334 H C CROOK'S WESTERN SUB B T OF SW 1/4 SEC 1 T 1 R 22 V 1358 V 1414 P 766 DOC#1731159 TO #1838734

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL Assessment

PARCEL NUMBER 01-122-01-334-014-0

LOT

100.000

\$831.00

DRADEDTY ANDDESS

PROPERTY ADDRESS JUDY PEREIDA 6902 038 AV 4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

MAIL TO ADDRESS JUDY PEREIDA 6902 38TH AVE KENOSHA, WI 53142 LEGAL DESCRIPTION
LOT 232 HIGHLAND VIEW SUB PT OF S
SEC 1 T1 R22 DOC #1006209 DOC #1
DOC #1261164 DOC #1471596 DOC
22 DOC #1754626 DOC #1800002 DOC#

PARCEL NUMBER

L0T

20.000

\$166.20

01-122-01-367-013-0

PROPERTY ADDRESS JOHN MALLOY 7304 034 AV 4" CONC R-R 20.00SF @ \$8.31 = \$166.20 NUMBER OF SOUARES 1

MAIL TO ADDRESS JOHN MALLOY 7304 34TH AVE KENOSHA, WI 53142 LEGAL DESCRIPTION
LOT 123 H C CROOK'S WESTERN SUB P
SW 1/4 SEC 1 T1 R22 ALSO THE E 6
ATED ALLEY RES# 158-00 DOC#12
(2001 LOT LINE ADJUSTMENT) T1 R
03 P189 DOC#1172858 DOC#1430911
15570

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL **ASSESSMENT**

PARCEL NUMBER

LOT

25.000

\$207.75

01-122-01-381-008-0

PROPERTY ADDRESS JUDY E HARPER 7213 033 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75

NUMBER OF SQUARES 1

MAIL TO ADDRESS JUDY HARPER 7213 33RD AVE KENOSHA, WI 53142-3958

LEGAL DESCRIPTION LOT 202 H C CROOK'S WESTERN SUB B T OF SW 1/4 SEC 1 T1 R22 ALSO PT /2 VACATED ALLEY RES# 13-97 DOC 589 (1998 LOT LINE ADJUSTMENT) V P 499 V 1643 P 477

PARCEL NUMBER

LOT

50.000

\$415.50

01-122-01-389-009-0

PROPERTY ADDRESS LILLY STEINER

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

7324 031 AV

MAIL TO ADDRESS LILLY STEINER 16 GLENN BLVD ATLANTIC HIGHLANDS, NJ 07716

LEGAL DESCRIPTION LOT 295 H C CROOK'S WESTERN SUB P SW 1/4 SEC 1 T1 R22 ALSO PT E 1/2 LLEY RES# 147-98 DOC#1114858 1 599 P 491 DOC#1719924 DOC#17382 DOC#1792958 TOD DOC#1939268

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 02-122-02-132-009-0 LOT

150.000

\$1,246.50

PROPERTY ADDRESS

MICHAEL C DEININGER 6227 044 AV

4" CONC R-R 150.00SF @ \$8.31 = \$1246.50

NUMBER OF SQUARES 6

MAIL TO ADDRESS MAIL TO ADDRESS
MICHAEL C DEININGER 7001 30TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 444 FOREST PARK SUB BEING PT /2 SEC 2 T 1 R 22 V 1671 P 821 D 3120 DOC#1376664 DOC#1627762 D 3251 DOC#1717637

PARCEL NUMBER

LOT

201.500

\$1.674.47

02-122-02-151-010-0

4" CONC R-R 201.50SF @ \$8.31 = \$1674.47

PROPERTY ADDRESS

NANCY M SOMDAHL 4402 HAR RD

NUMBER OF SQUARES 8

MAIL TO ADDRESS NANCY M SOMDAHL 4402 HARDING RD KENOSHA, WI 53142-3253

LEGAL DESCRIPTION LOT 440 FOREST PARK SUB BEING PT /2 SEC 2 T 1 R 22 D0C#1862461

PARCEL NUMBER 02-122-02-152-003-0 LOT

128.000

\$1,063.68

PROPERTY ADDRESS JOY A HELGESON 6317 046 AV

4" CONC R-R 128.00SF @ \$8.31 = \$1063.68 NUMBER OF SQUARES 5

MAIL TO ADDRESS JOY A HELGESON 6317 46TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 343 FOREST PARK SUB BEING PT /2 SEC 2 T 1 R 22 DOC#1157195 DO 697 DOC#1567088 DOC#1781595 DOC#1

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 02-122-02-156-003-0 LOT

173.310

\$1,440.21

PROPERTY ADDRESS

ROBERT L & KATHLEEN E KUTZ 4613 WIL RD

6" DRV APP 173.31SF @ \$8.31 = \$1440.21 NUMBER OF SQUARES

MAIL TO ADDRESS ROBERT L & KATHLEEN E KUTZ 4613 WILSON RD KENOSHA, WI 53142-3168

LEGAL DESCRIPTION 13717-74 A PT OF NE 1/4 SEC 2 T 1 PTS OF LOTS 650 FOREST PARK SUB & 4 FOREST PARK HEIGHTS SUB CO N COR OF LOT 650 TH SE'LY 97.23 F COR OF LOT 650 E 35.46 FT SW 77. NW'LY 120 FT NE'LY 53.28 FT TO BE 50 P 479

PARCEL NUMBER LOT 02-122-02-179-013-0

126.500

\$1,051.22

PROPERTY ADDRESS JOHN & MARGARET A CINTRON

4327 WIL RD

MAIL TO ADDRESS JOHN & MARGARET A CINTRON 4327 WILSON RD KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 632 FOREST PARK SUB PT OF N 1 2 T1 R22 D0C#1300161 D0C#156335

4" CONC R-R 126.50SF @ \$8.31 = \$1051.22

NUMBER OF SOUARES 5

1882384

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 02-122-02-183-020-0

L0T

80.500

\$668.96

PROPERTY ADDRESS

KIMBERLY SCHILLER 6542 042 AV

4" CONC R-R 80.50SF @ \$8.31 = \$668.96

NUMBER OF SQUARES 3

MAIL TO ADDRESS KIMBERLY SCHILLER 6542 42ND AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LEGAL DESCRIPTION
LOT 822 FOREST PARK SUB BEING PT /2 SEC 2 T 1 R 22 V 1541 P 124 D 8706 DOC#1390429 DOC#1615441 D 3372

PARCEL NUMBER LOT

75,000

\$623.25

02-122-02-230-015-0

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SOUARES 3

PROPERTY ADDRESS DEBORAH L MARK 6225 054 AV

MAIL TO ADDRESS DEBORAH L MARK 6225 54TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 50 ROGER SCHULTZ SUB PT NW 1/ 2 T 1 R 22 V 1366 P612 D0C#10248 C#1240003 DOC#1486519 D 4306 D0C#1690927 D0C#1886399

PARCEL NUMBER LOT 02-122-02-231-031-0

75.000

\$623.25

PROPERTY ADDRESS DALE R & DEBRA E PUCKETT

5304 062 ST

MAIL TO ADDRESS 5304 62ND ST

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 3

LEGAL DESCRIPTION DALE R & DEBRA E PUCKETT NW 1/4 SEC 2 T 1 R 22 ROGER SCHUL THE W 52 FT OF LOT 23 & E 4 FT 0

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

98,000

\$814.38

02-122-02-259-024-0

PROPERTY ADDRESS

DUANE W KREIER JR 5221 065 ST

6" DRV APP 98.00SF @ \$8.31 = \$814.38

NUMBER OF SQUARES 0

 MAIL TO ADDRESS
 LEGAL DESCRIPTION

 DUANE W KREIER JR
 PT NW 1/4 SEC 2 T 1 R 22 TH E 83

 5221 65TH ST
 N 140 FT 0F LOT 34 HIGH VIEW COUN

 KENOSHA, WI 53142-3054
 ME SUB V 1241 P 52 1987 DOC#1759

PARCEL NUMBER

L0T

23,200

\$192.79

02-122-02-278-025-0

4" CONC R-R 23.20SF @ \$8.31 = \$192.79 NUMBER OF SQUARES 1

PROPERTY ADDRESS

KENNETH & CHRISTINE URQUHART 6306 049 AV

MAIL TO ADDRESS KENNETH & CHRISTINE URQUHART 6306 49TH AVE KENOSHA, WI 53142-3123

LEGAL DESCRIPTION LOT 157 FOREST PARK SUB BEING PT /2 SEC 2 T 1 R 22 V 1389 P 609 D 3212 DOC#1368444

PARCEL NUMBER LOT 02-122-02-280-017-0

186,000

\$1,545.66

PROPERTY ADDRESS LALLA & TRAVIS HALCOMB

6620 050 AV

4" CONC R-R 186.00SF @ \$8.31 = \$1545.66 NUMBER OF SQUARES 7

MAIL TO ADDRESS LALLA & TRAVIS HALCOMB CO20 3010 AVE KENOSHA, WI 53142-3101 6620 50TH AVE

LEGAL DESCRIPTION LOT 101 FOREST PARK HEIGHTS SUB P W 1/4 SEC 2 T 1 R 22 V 1317 P 154 1612125 TOD DOC#1834218 TOD

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

L0T

53.000

\$440.43

02-122-02-280-022-0

PROPERTY ADDRESS

4" CONC R-R 53.00SF @ \$8.31 = \$440.43 NUMBER OF SQUARES 2

VIVIAN L BODOH 6536 050 AV

MAIL TO ADDRESS VIVIAN L BODOH 6536 50TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 88 FOREST PARK SUB BEING PT 0 /2 SEC 2 T 1 R 22 DOC #1174296 DO 502 DOC#1938512

PARCEL NUMBER LOT 02-122-02-329-011-0

225.000

\$1,869.75

PROPERTY ADDRESS

JOHN E & LISA M BOOTH 6911 055 AV

4" CONC R-R 175.00SF @ \$8.31 = \$1454.25 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 9

MAIL TO ADDRESS JOHN E & LISA M BOOTH 6911 55TH AVE KENOSHA, WI 53142-3618

LEGAL DESCRIPTION LOT 171 GEORGETOWN 2 SUB SW 1/4 S 1 R 22 DOC#1053209

PARCEL NUMBER 02-122-02-429-012-0

L0T

80.600

\$669.79

PROPERTY ADDRESS

RONALD J & TINA TRITT 6918 045 AV

MAIL TO ADDRESS RONALD J & TINA TRITT 6918 45TH AVE KENOSHA, WI 53142-3833

6" DRV APP 80.60SF @ \$8.31 = \$669.79 NUMBER OF SQUARES

LEGAL DESCRIPTION SE 1/4 SEC 2 T 1 R 22 1ST ADD TO PARK HEIGHTS SUB LOT 204

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL Assessment

PARCEL NUMBER

LOT

100.000

\$831,00

02-122-02-451-014-0

PROPERTY ADDRESS KODI KRUEGER & ALYSSA MEIER 7108 043 AV

MAIL TO ADDRESS KODI KRUEGER ALYSSA MEIER KENOSHA, WI 53142 4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

LEGAL DESCRIPTION
PT LOT 16 FAIR OAKS SUB SE 1/4 SE
1 R 22 COM AT PT 50 FT N OF SE C
16 TH W 148 FT N 50 FT TH E 148
0 FT TO POB V 1565 P 247 DOC#161
DOC#1701614 DOC#1942458

PARCEL NUMBER 03-121-03-406-900-0

L0T

155.000

\$1,288.05

PROPERTY ADDRESS GREGORY D LARSEN

GREGORY D LARSEN 15422 070 ST

MAIL TO ADDRESS GREGORY D LARSEN 15422 70TH ST KENOSHA, WI 53142 4" CONC R-R 130.00SF @ \$8.31 = \$1080.30 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 6

LEGAL DESCRIPTION
LOT 76 & 77 HERITAGE HEIGHTS SUB P
1/4 OF SE 1/4 SEC 3 T1 R 21 PLAT
DOC# 1434781 (2006 PT 03-121-03
01) DOC#1431250 DOC#1628591 DOC
83 DOC#1648533 (2019 COMB 03-121-076 & -077 INTO 03-121-03-406-900

LOT

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

03-122-03-101-013-0

160.640

\$1,334.92

PROPERTY ADDRESS

BONNIE J STOLLENWERK 6209 057 AV

4" CONC R-R 128.14SF @ \$8.31 = \$1064.84 6" CONC R-R 32.50SF @ \$8.31 = \$270.08

NUMBER OF SQUARES 6

MAIL TO ADDRESS BONNIE J STOLLENWERK 6209 57TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 5 MARBERN HEIGHTS SUB NE 1/4 T 1 R 22 V 1421 P479 D0C#1048419 1772899 DOC#1777362 DOC#1792914

PARCEL NUMBER

L0T

84.000

\$698.04

03-122-03-402-025-0

4" CONC R-R 84.00SF @ \$8.31 = \$698.04 NUMBER OF SQUARES 3.5

PROPERTY ADDRESS

THEODORE L & MICHELE LYN GIANAKOS 5802 067 PL

MAIL TO ADDRESS

THEODORE L GIANAKOS MICHELE LYN GIANAKOS KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 19 ARLINGTON HEIGHTS FIRST AD E 1/4 SEC 3 T1 R 22 1980 V 1043 P V 1502 P 620 DOC #993890 DOC#1 DOC#1088266 DOC#1149644 DOC#12 DOC#1442127 DOC#1874068 TOD

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-03-402-030-0 LOT

40.000

\$332.40

PROPERTY ADDRESS

JASON P & JENNIFER N BONDUS 5806 067 PL

MAIL TO ADDRESS

JASON P & JENNIFER N BONDUS 5806 67TH PL KENOSHA, WI 53142

4" CONC R-R 40.00SF @ \$8.31 = \$332.40 NUMBER OF SQUARES 2.5

LEGAL DESCRIPTION PT SE 1/4 SEC 3 T 1 R 22 LOT 20 A ON HEIGHTS 1ST ADDN SUB VOL 1043 97 V 1453 P 219 D0C#1738888 D0 676

PARCEL NUMBER L0T 03-122-03-405-035-0

62.400

\$518.54

PROPERTY ADDRESS

KATHRYN & RICHARD DEAGUERO 5815 067 PL

MAIL TO ADDRESS KATHRYN & RICHARD DEAGUERO 5815 67TH PL KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 36 ARLINGTON HEIGHTS 1ST ADDI SUB 1980 BEING PT SE 1/4 SEC 3 T V 1043 P 597 DOC#1084148 33725 DOC#1592633 DOC#1768865 DO 388 DOC#1940782

6" CONC R-R 62.40SF @ \$8.31 = \$518.54

NUMBER OF SQUARES 2.5

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-05-128-045-0

LOT

25.000

\$207.75

PROPERTY ADDRESS

JOHN & JENNIFER PRICE 6233 094 CT

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS JOHN & JENNIFER PRICE 6233 94TH CT KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 45 PETERSON'S GOLDEN MEADOWS NE 1/4 & NW 1/4 SEC 5 T 1 R 22 P 545 DOC#1330751 (2004 PT 03-12 26-004) DOC#1387517 DOC#1413356 38113

PARCEL NUMBER LOT 03-122-05-129-007-0

43.000

\$357.33

PROPERTY ADDRESS

SCOTT M & LYNN M HASTINGS 6104 094 CT

MAIL TO ADDRESS SCOTT M & LYNN M HASTINGS 6104 94TH CT KENOSHA, WI 53142

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 18.00SF @ \$8.31 = \$149.58 NUMBER OF SQUARES 2

LEGAL DESCRIPTION LOT 7 PETERSON'S GOLDEN MEADOWS S NE 1/4 & NW 1/4 SEC 5 T1 R 22 PLA 5 DOC#1330751 (2004 PT 03-122-05-4) DOC#1370709 DOC#1402167

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-05-132-040-0 LOT

33.500

\$278.39

PROPERTY ADDRESS CHAD B ERICKSON 6300 094 CT

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 8.50SF @ \$8.31 = \$70.64

NUMBER OF SQUARES 1.5

MAIL TO ADDRESS CHAD B ERICKSON 6300 94TH CT KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 40 PETERSON'S GOLDEN MEADOWS NE 1/4 & NW 1/4 SEC 5 T 1 R 22 P 545 DOC#1330751 (2004 PT 03-12 26-004) DOC#1387517 DOC#1402160 611938

PARCEL NUMBER

LOT

40.000

\$332.40

03-122-05-250-171-0

PROPERTY ADDRESS

FLETCHER J APLIN 10007 063 ST

MAIL TO ADDRESS FLETCHER J APLIN 10007 63RD ST

KENOSHA, WI 53142

4" CONC R-R 40.00SF @ \$8.31 = \$332.40 NUMBER OF SQUARES 2

LEGAL DESCRIPTION LOT 409 WHITECAPS SUB UNIT 4 PT S F NW 1/4 SEC 5 T 1 R 22 1994 (0 05-250-002) DOC #1008056 DOC

54 DOC#1892196

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-05-250-210-0 L0T

53.600

\$445.42

PROPERTY ADDRESS

KATHLEEN R HOWARD 9706 064 ST

6" CONC R-R 53.60SF @ \$8.31 = \$445.42 NUMBER OF SQUARES 2

MAIL TO ADDRESS KATHLEEN R HOWARD 9706 64TH ST KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 448 WHITECAPS SUB UNIT 4 PT S OF NW 1/4 SEC 5 T 1 R 22 1994 (-05-250-002) V 1683 P 552 D0C#19

PARCEL NUMBER 03-122-05-378-623-0 L0T

128.400

\$1,067.00

PROPERTY ADDRESS KEITH A MILLS

7111 097 AV

4" CONC R-R 89.205F @ \$8.31 = \$741.25 6" CONC R-R 39.205F @ \$8.31 = \$325.75 NUMBER OF SQUARES 5

MAIL TO ADDRESS KEITH A MILLS 7111 97TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 623 WHITECAPS UNIT 5 REPLAT D 9867 PLAT#7714 PT OF E 1/2 OF SW C 5 T1 R22 .19 AC (1999 PT 03-1 378-476 & 477) DOC#1182901 DOC#1 DOC#1839529

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-05-400-713-0 LOT

19.700

\$163.71

PROPERTY ADDRESS

TAISER ALI MOHAMMAD 9445 070 ST

4" CONC R-R 19.70SF @ \$8.31 = \$163.71 NUMBER OF SQUARES 1

MAIL TO ADDRESS TAISER ALI MOHAMMAD 9445 70TH ST

KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 713 WHITECAPS HOMES UNIT #9 B T NW 1/4 & SW 1/4 OF SE 1/4 & PT OF SE 1/4 OF SW 1/4 SEC 5 T1 R 000 PT 03-122-05-379-004) DOC#120 D0C#1512387 D0C#1713189

PARCEL NUMBER 03-122-06-119-161-0 LOT

20.000

\$166.20

PROPERTY ADDRESS ERIN K OCONNELL REVOCABLE TRUST

6613 108 AV

MAIL TO ADDRESS ERIN K OCONNELL REVOCABLE TRUS 6613 108TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 161 HORIZONS AT WHITECAPS PHAS T SE 1/4 & SW 1/4 OF NE 1/4 SEC 6 22 PLAT #3247 DOC #1390572 (200 3-122-06-176-007) .23 AC DOC#1416 0C#1543140 D0C#1775557 D0C#190959

6" CONC R-R 20.00SF @ \$8.31 = \$166.20

NUMBER OF SQUARES 1

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-06-401-133-0 LOT

42,400

\$352.34

PROPERTY ADDRESS

JING LIN & QIANG WANG 10626 067 PL

MAIL TO ADDRESS JING LIN QIANG WANG KENOSHA, WI 53142 4" CONC R-R 42.40SF @ \$8.31 = \$352.34 NUMBER OF SQUARES 2

LEGAL DESCRIPTION LOT 33 RIVER CROSSING ONE SUB PT SEC 6 T 1 R 22 F/K/A PT LOT A CS 67 AND PT LOT B CSM # 1549 3-122-06-401-002 & 025) V 1588 P OC #1721135 DOC#1787756 DOC#181170 1903025

PARCEL NUMBER

LOT

40.000

\$332.40

03-122-10-405-001-0

PROPERTY ADDRESS OVIDIO & LINDA PEREZ 5707 080 ST

MAIL TO ADDRESS OVIDIO & LINDA PEREZ 5707 80TH ST KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 7 ROSEVILLE ESTATES SUB PT SE EC 10 T1 R22 1980 V 1047 P 275 D

4" CONC R-R 40.00SF @ \$8.31 = \$332.40

5581 D0C#1471607

NUMBER OF SQUARES 2

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-10-428-005-0

20.000

\$166.20

PROPERTY ADDRESS

DAVID C & REBECCA WARREN 8206 061 AV

MAIL TO ADDRESS DAVID C & REBECCA WARREN 8206 61ST AVE KENOSHA, WI 53142-1840

6" CONC R-R 20.00SF @ \$8.31 = \$166.20 NUMBER OF SQUARES 1

LEGAL DESCRIPTION LOT 38 ALESCI'S VILLA SE RENA SUB 1/4 SEC 10 T 1 R 22 1978 V 1006 V 1355 P 415

PARCEL NUMBER LOT 03-122-11-105-007-0

273.500

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\$2,272,79

PROPERTY ADDRESS

JOHN SAVAGLIO 7725 PER BL

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 6" CONC R-R 50.50SF @ \$8.31 = \$419.66 6" DRV APP 123.00SF @ \$8.31 = \$1022.13 NUMBER OF SQUARES 6

MAIL TO ADDRESS JOHN SAVAGLIO 3707 85TH ST UNIT D KENOSHA, WI 53142 LEGAL DESCRIPTION
PT OF NE 1/4 SEC 11 T 1 R 22 LOT
OGH BROS SUB & W 1/2 OF VAC ALLEY 75-85 V 1503 P 414 D0C#1954855

PARCEL NUMBER 03-122-11-154-010-0

LOT

50.000

\$415.50

PROPERTY ADDRESS DEBRA L GILLEY

7832 046 AV

MAIL TO ADDRESS DEBRA L GILLEY 7832 46TH AVE KENOSHA, WI 53142 4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

LEGAL DESCRIPTION LOT 3 MEADOW LANE SUB PT OF SW 1/ /4 SEC 11 T1 R22 (1991 PT 03-122--007) V 1413 P 417 V 1644 P 907 1368309 D0C#1849825

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-11-156-030-0

LOT

101.000

\$839.31

PROPERTY ADDRESS DONNA J & ROBERT THRAMS 7866 047 AV 4" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" CONC R-R 26.00SF @ \$8.31 = \$216.06 NUMBER OF SOUARES 4

MAIL TO ADDRESS DONNA J & ROBERT THRAMS 7866 47TH AVE KENOSHA, WI 53142 LEGAL DESCRIPTION
16774 16775 16806-1 16806-2 NE1/4
1 T 1 R22 GRAND VIEW GARDENS SUB
LOTS 1 & 2 ALSO NW COR LOT 1 TH W
6 FT S 44.9 FT E 28.98 FT N 56.96
BEG ALSO 1/2 VACATED ALLEY AS IN
RES202-74 (1974) DOC#1853695

PARCEL NUMBER 03-122-11-181-007-0

LOT

148.240

\$1,231.87

PROPERTY ADDRESS

NED R SCHMIDKONZ 7927 042 AV 6" DRV APP 148.24SF @ \$8.31 = \$1231.87 NUMBER OF SQUARES

MAIL TO ADDRESS NED R SCHMIDKONZ 7927 42ND AVE KENOSHA, WI 53142-4503 LEGAL DESCRIPTION
LOT 20 BLK 3 GRAND VIEW GARDENS S
0 W 1/2 VAC ALLEY RES # 218-62 PT
4 SEC 11 T1 R 22 DOC#1393418

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL Assessment

PARCEL NUMBER 03-122-11-278-017-0

LOT

20.500

\$170.36

PROPERTY ADDRESS

MICHAEL L & JULIE L SCHMIT 7872 049 AV 6" CONC R-R 20.50SF @ \$8.31 = \$170.36 NUMBER OF SQUARES 1

MAIL TO ADDRESS MICHAEL L & JULIE L SCHMIT 7872 49TH AVE KENOSHA, WI 53142 LEGAL DESCRIPTION
NW 1/4 SEC 11 T 1 R 22 BEG W LINE
AVE & 539.49 FT S OF 1/4 1/4 LINE
88.07 FT W 127.68 FT N 88.065 FT
.40 FT TO P O B 1978 V 991 P 989
0 P 972 DOC#1222488

PARCEL NUMBER

LOT

5.000

\$41.55

03-122-11-281-007-0

PROPERTY ADDRESS BONNIE R HAHN 7925 048 AV 6" CONC R-R 5.00SF @ \$8.31 = \$41.55 NUMBER OF SQUARES .5

MAIL TO ADDRESS BONNIE R HAHN 7925 48TH AVE KENOSHA, WI 53142-2023 LEGAL DESCRIPTION
LOT 7 FONK SUB PT OF NW 1/4 SEC 1
22 DOC#1238472 DOC#1646937 DOC#
1

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-11-302-022-0

LOT

100.000

\$831.00

PROPERTY ADDRESS

ADRIANA E & ALEX A MARCINIAK 8058 048 AV

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 4

MAIL TO ADDRESS ADRIANA E & ALEX A MARCINIAK 8058 48TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 30 & S 22 FT OF LOT 29 PT SW EC 11 T 1 R 22 STARDUST ESTATES S C#1770662 DOC#1950047

PARCEL NUMBER

L0T

20.000

\$166.20

03-122-11-414-095-0

4" CONC R-R 20.00SF @ \$8.31 = \$166.20 NUMBER OF SQUARES 1

PROPERTY ADDRESS DAVID L & KATHY D FREIBERG 4010 083 ST

MAIL TO ADDRESS

DAVID L & KATHY D FREIBERG 4010 83RD ST

KENOSHA, WI 53142-4902

LEGAL DESCRIPTION PT SE 1/4 SEC 11 T 1 R 22 LOT 65 CIAL HGTS 2ND ADD V 1377 P 989 19 03-4-122-11-416-001) DOC#1899081

PARCEL NUMBER LOT 03-122-11-415-005-0

81.600

\$678.10

PROPERTY ADDRESS

SHAWN E & TRACY M HAAS 8107 043 AV

MAIL TO ADDRESS SHAWN E & TRACY M HAAS 8107 43RD AVE KENOSHA, WI 53142-4547 4" CONC R-R 81.60SF @ \$8.31 = \$678.10 NUMBER OF SQUARES 3

LEGAL DESCRIPTION LOT 29 PROVINCIAL HEIGHTS SUB PT SEC 11 T 1 R 22 V 1221 P 845 198 0.31 AC V 1465 P 730 DOC #1186

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 03-122-11-415-030-0 LOT

60.000

\$498,60

PROPERTY ADDRESS

THOMAS P & PATRICIA A MAHONEY 8108 042 AV

4" CONC R-R 60.00SF @ \$8.31 = \$498.60 NUMBER OF SQUARES 2.5

MAIL TO ADDRESS THOMAS P & PATRICIA A MAHONEY

8108 42ND AVE KENOSHA, WI 53142-4527

LEGAL DESCRIPTION LOT 30 PROVINCIAL HEIGHTS FIRST A SE 1/4 SEC 11 T 1 R 22 V 1326 P 4 9 0.49 AC V 1369 P 957 DOC#1228

PARCEL NUMBER

L0T

197.200

\$1,638.73

03-122-11-428-005-0

PROPERTY ADDRESS

DENNIS R & ALBERTA H HELMKE 8106 046 AV

MAIL TO ADDRESS DENNIS R & ALBERTA H HELMKE 8106 46TH AVE KENOSHA, WI 53142-2049

LEGAL DESCRIPTION PT SE 1/4 SEC 11 T 1 R 22 LOT 1 P IAL HEIGHTS SUB VOL 1221 P 845 19 0.29 AC

4" CONC R-R 197.20SF @ \$8.31 = \$1638.73

NUMBER OF SQUARES 8

PARCEL NUMBER LOT 04-122-12-206-006-0

50.000

\$415,50

PROPERTY ADDRESS

DAVID A & LORRAINE L LUMLEY 7723 034 AV

MAIL TO ADDRESS DAVID A & LORRAINE L LUMLEY 12123 28TH AVE PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION LOT 613 GREATER KENOSHA LAND CO'S UB BEING PT OF NW 1/4 SEC 12 T 1 DOC#1516051 DOC#1529024 D 5360 TOD

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

NUMBER OF SQUARES 2

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

50.000

\$415.50

04-122-12-207-019-0

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

PROPERTY ADDRESS

KARLIE DAWN JOHNSTON & EDWARD D MC

7612 032 AV

MAIL TO ADDRESS KARLIE DAWN JOHNSTON EDWARD D MCCLARY KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 537 GREATER KENOSHA LAND CO'S SUB BEING PT OF NW 1/4 SEC 12 T 1

V 621 P 448 DOC #1755006 DOC

007 DOC#1929857

PARCEL NUMBER

LOT

250.000

\$2,077.50

04-122-12-226-001-0

4" CONC R-R 250.00SF @ \$8.31 = \$2077.50

PROPERTY ADDRESS

JUNE A JACKSON 3403 075 ST

NUMBER OF SQUARES 10

MAIL TO ADDRESS JUNE A JACKSON 37 BLUEGRASS BLVD SMYRNA, DE 19977-3943

LEGAL DESCRIPTION LOT 689 GREATER KENOSHA LAND CO'S UB BEING PT OF NW 1/4 SEC 12 T1 R C#1037226 DOC#1039581 D

8641

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-254-008-0 LOT

100.000

\$831.00

PROPERTY ADDRESS

DANIEL E & CONSTANCE J SKINNER

7843 038 AV

MAIL TO ADDRESS DANIEL E & CONSTANCE J SKINNER 7843 38TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION 16081-1 THE S 23 FT OF LOT 55 & T 2 FT OF LOT 56 ELMWOOD MANOR GREA NOSHA LAND CO'S 4TH SUB PT NW 1/4 2 T1 R22 DOC#1512602 DOC#1515997 1560273 (TOD) DOC#1731546 DOC#17 DOC #1804093

4" CONC R-R 100.00SF @ \$8.31 = \$831.00

NUMBER OF SQUARES 4

PARCEL NUMBER LOT

75.000

\$623.25

04-122-12-255-016-0

PROPERTY ADDRESS MICHAEL J BARTOLI & MALLORY H WHIT 7832 038 AV

MAIL TO ADDRESS MICHAEL J BARTOLI MALLORY H WHITEFOOT KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 40 ELMWOOD MANOR SUB PT OF NW EC 12 T1 R22 D0C#1179683 D0C#139 DOC#1418525 DOC#1547358 D 5936 DOC#1564421 DOC#1883370

4" CONC R-R 75.00SF @ \$8.31 = \$623.25

NUMBER OF SQUARES 3

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

60.400

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-259-091-0

LOT

\$501.92

PROPERTY ADDRESS

LUIS & KATTY RODRIGUEZ 7938 034 AV

MAIL TO ADDRESS LUIS & KATTY RODRIGUEZ 7938 34TH AVE KENOSHA, WI 53142

4" CONC R-R 60.40SF @ \$8.31 = \$501.92 NUMBER OF SQUARES 2.5

LEGAL DESCRIPTION LOT 183 & S 10 FT LOT 184 ELMWOOD GREATER KENOSHA LAND CO'S 4TH SU EC 12 T 1 R 22 (ANNEX RES #22 VOL 1289 P 461 1988 V 1354 P 613 1424497

PARCEL NUMBER LOT 04-122-12-281-076-0

60.000

\$498.60

PROPERTY ADDRESS

DONALD & KATHRYN GEMIG 7945 034 AV

MAIL TO ADDRESS DONALD & KATHRYN GEMIG 7945 34TH AVE KENOSHA, WI 53142-4679

LEGAL DESCRIPTION N 36 FT OF LOT 222 & S 24 FT LOT MWOOD MANOR SUB G K 4TH SEC 12 T ANNEX RES #229-80 1990 V 1352 P T 04-4-122-281-075 & -063) V 145

4" CONC R-R 60.00SF @ \$8.31 = \$498.60

NUMBER OF SQUARES 2.5

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-13-278-003-0 LOT

75.000

\$623,25

PROPERTY ADDRESS

ANGELA A BELONGIA 3315 086 PL

4" CONC R-R 75.00SF @ \$8.31 = \$623.25

NUMBER OF SQUARES 3

MAIL TO ADDRESS ANGELA A BELONGIA 3315 86TH PL KENOSHA, WI 53142

LEGAL DESCRIPTION THE N 60 FT OF LOT 94 OF THE ISET ATES SUB PT NW 1/4 SEC 13 T 1 R 2 557 P 850 DOC#1351623 D 0794 D0C#1585267 D0C#1843424

PARCEL NUMBER 04-122-13-280-001-0 LOT

51.000

\$423.81

PROPERTY ADDRESS

CAG PROPERTIES LLC 8733 033 AV

4" CONC R-R 51.00SF @ \$8.31 = \$423.81 NUMBER OF SQUARES 2

MAIL TO ADDRESS CAG PROPERTIES LLC 8731 45TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LOT 150 THE ISETTS ESTATES 1ST AD W 1/4 SEC 13 T 1 R 22 D0C#1138662 1533355 D0C#1890281 D0C#1904852

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT

105,000

\$872.55

04-122-13-301-019-0

PROPERTY ADDRESS

TYLER J STROOK & BRITTNEY J COONEY 8903 032 AV

MAIL TO ADDRESS TYLER J STROOK BRITTNEY J COONEY KENOSHA, WI 53142

4" CONC R-R 105.00SF @ \$8.31 = \$872.55

NUMBER OF SQUARES 5

LEGAL DESCRIPTION LOT 5 EXC THE S 3.5 FT FOREST HAV TH FIRST ADD PT OF SW 1/4 SEC 13 22 ANNEX RES #103-80 V 1077 1981 EX S 3.5 FT V 1161 P 615 19 1366 P 072 V 1444 P 983 DOC #128 0C#1796435

PARCEL NUMBER 04-122-14-402-037-0

LOT

25.000

\$207.75

PROPERTY ADDRESS GLEN R & JENNIFER K CURTIS 8931 043 AV

MAIL TO ADDRESS GLEN R & JENNIFER K CURTIS 8931 43RD AVE KENOSHA, WI 53142-5303

LEGAL DESCRIPTION LOT 30 & N 35 FT OF LOT 29 IN ISS ODS SUB PT OF NE 1/4 & SE 1/4 SEC 1 R 22 1978 V 990 P 979 DOC#1308 OC#1348615 DOC#1445545

4" CONC R-R 25.00SF @ \$8.31 = \$207.75

NUMBER OF SQUARES 1

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 07-222-13-250-065-0 L0T

24.000

\$199.44

PROPERTY ADDRESS

JACOB F & STACY L DOSEMAGEN 1430 039 AV

MAIL TO ADDRESS JACOB F & STACY L DOSEMAGEN 1430 39TH AVE KENOSHA, WI 53144-2910

LEGAL DESCRIPTION LOT 50 ORCHARD VIEW FIRST ADD (RE RCHARD VIEW) PT OF NW 1/4 SEC 13 22 1979 V 1025 P 685 D0C#14293 C#1570000 DOC#1622766

4" CONC R-R 24.00SF @ \$8.31 = \$199.44

NUMBER OF SQUARES 1

PARCEL NUMBER 07-222-13-250-075-0

L0T

25.000

-- -- -- -- -- -- -- -- -- -- --

\$207.75

PROPERTY ADDRESS KANG Y YOO & KATHLEEN M IWEN

1444 039 AV

MAIL TO ADDRESS KANG Y YOO & KATHLEEN M IWEN 14731 38TH ST KENOSHA, WI 53144

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

LEGAL DESCRIPTION PT NW 1/4 SEC 13 T 2 R 22 LOT 49 0 VIEW 1ST ADD ALSO PT OF NE 1/4 SE 2 R 22 BEGIN ON E LN OF SD 1/4 SE 5.355 FT FROM SE COR TO POB CONT N 6 FT TO MOST N'LY COROF LOT 49 ORC IEW 1ST ADD TH S 25 DG 58' W 91.36 S 149.19 FT S 61 DG 55' 40" E 45. TO BEG ANNEXATION ORD #77-84 1985

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 07-222-13-251-035-0

LOT

106.000

\$880.86

PROPERTY ADDRESS

JEROME & DARLENE WAMBOLDT TRUSTEES 1305 039 AV

MAIL TO ADDRESS JEROME & DARLENE WAMBOLDT 1305 39TH AVE

KENOSHA, WI 53144-2911

LEGAL DESCRIPTION LOT 48 ORCHARD VIEW 1'ST ADD'N (R ORCHARD VIEW) PT NW 1/4 SEC 13 T 1979 V1025 P685 DOC#1125618 D 3299 D0C#1153302

4" CONC R-R 106.00SF @ \$8.31 = \$880.86

NUMBER OF SQUARES 4

PARCEL NUMBER LOT

60.000

\$498.60

07-222-13-254-001-0

PROPERTY ADDRESS GIAMPIERO & VINCENT I RUFFOLO 3508 013 PL

4" CONC R-R 60.00SF @ \$8.31 = \$498.60 NUMBER OF SQUARES 2.5

MAIL TO ADDRESS GIAMPIERO & VINCENT I RUFFOLO 3508 13TH PL KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 42 SPRING MEADOWS 1ST ADD PT SEC 13 T 1 R 22 (1990 PT 07-222--001) V1377 P987 V1643 P155 V1 72 DOC#1019580 DOC#1234287

PARCEL NUMBER

L0T

36.000

\$299,16

07-222-13-301-011-0

4" CONC R-R 36.00SF @ \$8.31 = \$299.16 NUMBER OF SQUARES 1,5

PROPERTY ADDRESS KERRY SEREMJIAN 3623 017 ST

KERRY SEREMJIAN
3623 17TH ST MAIL TO ADDRESS KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 11 HUNTER'S RIDGE SUB PT SW 1 13 T 2 R 22 1992 (PT 07-222-13-3 & 002) V 1682 P 932 D0C#11711 C#1338498

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 07-222-23-307-103-0 LOT

20.000

\$166.20

PROPERTY ADDRESS

4" CONC R-R 20.00SF @ \$8.31 = \$166.20 NUMBER OF SQUARES 1

RONALD J GORMAN 2428 053 CT

MAIL TO ADDRESS RONALD J GORMAN 2428 53RD CT KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 103 STONEFIELD SUB ADD'N #3 N SW 1/4 SEC 23 T2 R22 (1998 PT 07 3-330-013) DOC#1058416 PL 88 DOC#1108134 DOC#1137405 DOC# 5 DOC#1303464 DOC#1342887 DOC#1

PARCEL NUMBER LOT

38.800

\$322.43

07-222-23-307-145-0

4" CONC R-R 38.80SF @ \$8.31 = \$322.43 NUMBER OF SQUARES 1.5

PROPERTY ADDRESS THOMAS D NEUMEYER & THOMAS DAVID & 5314 026 ST

MAIL TO ADDRESS THOMAS D NEUMEYER KAREN LOUISE NEUMEYER KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 145 STONEFIELD SUB ADD'N #4 P /4, NE 1/4 & SE 1/4 OF SW 1/4 SEC R22 PLAT #6689 DOC#1112654 .27 AC (1999 PT 07-222-23-330-014 #1125316 DOC#1175088 DOC#1278654

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

26.400

\$219,38

07-222-23-430-018-0

4" CONC R-R 26.40SF @ \$8.31 = \$219.38 NUMBER OF SQUARES 1

PROPERTY ADDRESS

WILLIAM E JR & CATHERINE A KNUTSEN 4330 025 ST

MAIL TO ADDRESS WILLIAM E & CATHERINE KNUTSEN 4330 25TH ST KENOSHA, WI 53144-1319

LEGAL DESCRIPTION LOT 18 RAVEN HILL ESTATES SUB PT 4 OF SE 1/4 SEC 23 T2 R 22 RAVEN STATES LOT 18 R 22 V 1406 P 452 1 T 80-4-222-234-0560-0) V 1455 P 3 C #1415393 D0C#1924402

PARCEL NUMBER

LOT

101.600

\$844.30

07-222-23-460-006-0

PROPERTY ADDRESS

MARK R & LORA L LEHMANN 4506 030 ST

MAIL TO ADDRESS

MARK R & LORA L LEHMANN 4506 30TH ST KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 5 ROSEWOOD SUB PT OF SW 1/4 0 1/4 SEC 23 T 2 R 22 V 1423 P 9 19 -460-001) V 1650 P 502 DOC#1131 0C#1152451 D0C#1326662 D0C#15210 C#1588646 DOC#1927286

4" CONC R-R 101.60SF @ \$8.31 = \$844.30

NUMBER OF SQUARES 4

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL **ASSESSMENT**

PARCEL NUMBER 07-222-24-303-001-0 LOT

82.360

\$684.41

PROPERTY ADDRESS ST PETERS CONGREGATION

030 AV

6" DRV APP 82.36SF @ \$8.31 = \$684.41 NUMBER OF SQUARES 0

MAIL TO ADDRESS ST PETERS CONGREGATION 2224 30TH AVE KENOSHA, WI 53144-1422

LEGAL DESCRIPTION PT SW 1/4 SEC 24 T 2 R 22 COM NE 1/4 SEC TH W 50.06 FT TO W LN 30 TH S 82.50 FT TO P.O.B. CONT S FT TH SW'LY 131.02 FT ALONG PROP LINE 24TH ST TO PT REV CURVE CONT FT W 525.25 FT N 304.82 FT E 729 TO POB (PR 251-001) ALSO S 1/2 V 23RD ST RES# 43-96 DOC#1023053 1 T LINE ADJ

PARCEL NUMBER LOT 08-222-34-340-046-0

40.000

\$332.40

PROPERTY ADDRESS ROBIN & JANICE SCHUIRMANN

6911 054 ST

MAIL TO ADDRESS ROBIN & JANICE SCHUIRMANN 6911 54TH ST KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 46 INDIAN TRAIL ESTATES SUB PT /4 SEC 34 T2 R22 (2003 PT 08-222--022) DOC#1265268 .32 A #1943472

4" CONC R-R 40.00SF @ \$8.31 = \$332.40

NUMBER OF SQUARES 2

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 08-222-35-126-008-0

LOT

342.000

\$2,842.02

PROPERTY ADDRESS TIMOTHY J & BRANDY J PANEK 4710 PER BL 4" CONC R-R 150.00SF @ \$8.31 = \$1246.50 6" DRV APP 192.00SF @ \$8.31 = \$1595.52 NUMBER OF SOUARES 6

MAIL TO ADDRESS TIMOTHY J & BRANDY J PANEK 4710 PERSHING BLVD KENOSHA, WI 53144 LEGAL DESCRIPTION
PT OF OUTLOT A & PT LOT 56 IN KEN
AND SUB UNIT ONE PT NE 1/4 SEC 35
22 COM AT NE COR LOT 56 TH N TO
R OUTLOT A TH W 29.60 FT TH S 54
TO A PT 40 FT TH SW'LY OF NE COR
56 TH SE'LY 120.93 FT NE'LY ON PE
BLVD 55 FT TH NW'LY 120 FT TO BE
87-130-1 DOC #993262 DOC#1
DOC#1256049 DOC#1294191 DOC#15
DOC#1796467

PARCEL NUMBER LOT 08-222-35-129-031-0

58.000

\$481.98

PROPERTY ADDRESS
MILUN D & TAMERA J BOSOVICH
4724 045 AV

6" DRV APP 58.00SF @ \$8.31 = \$481.98 NUMBER OF SQUARES

MAIL TO ADDRESS
MILUN D & TAMERA J BOSOVICH
4724 45TH AVE
KENOSHA, WI 53144-2003

LEGAL DESCRIPTION LOT 73 KENOSHA LAND SUB UNIT 1 PT 1/4 SEC 35 T 2 R 22 V 1385 P103 031174 DOC#1311545

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT 08-222-35-355-007-0

100.000

\$831.00

PROPERTY ADDRESS RONALD T MACIK & DANIELLE J PAGAN 5419 058 ST

RONALD T MACIK
DANIELLE J PAGAN

KENOSHA, WI 53144-2355

LEGAL DESCRIPTION LOT 6 BLK 2 KENFAIR SUB SW 1/4 SE 2 R 22 V 1568 P276 D0C#1018757 350569 DOC#1436207 DOC#1750564

4" CONC R-R 100.00SF @ \$8.31 = \$831.00

NUMBER OF SQUARES 4

PARCEL NUMBER

L0T

189,500

\$1,574.75

08-222-35-378-002-0

4" CONC R-R 189.50SF @ \$8.31 = \$1574.75 NUMBER OF SQUARES 7.5

PROPERTY ADDRESS TODD A & KELLY S HOWARD 5511 052 AV

MAIL TO ADDRESS TODD A & KELLY S HOWARD

5511 52ND AVE

KENOSHA, WI 53144-6811

LEGAL DESCRIPTION 17408-12 LOT 11 & 12 BLK 3 KENFAI SW 1/4 SEC 35 T 2 R 22 DOC#14019

PARCEL NUMBER LOT 08-222-35-402-017-0

51.510

\$428.05

PROPERTY ADDRESS

TAMARA M & WILLIAM J GUTHRIE 5226 040 AV

MAIL TO ADDRESS TAMARA M & WILLIAM J GUTHRIE 5226 40TH AVE KENOSHA, WI 53144

4" CONC R-R 51.51SF @ \$8.31 = \$428.05 NUMBER OF SQUARES 2

LEGAL DESCRIPTION

LOT 11 & N 25 FT OF LOT 12 GROTSK B SE 1/4 SEC 35 T2 R22 D0C#98858 IN ERROR DOC#1396436 DOC#139543

#1840009

LOT

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

25.000

\$207.75

08-222-35-403-007-0

PROPERTY ADDRESS VALERIE L EBERT 4" CONC R-R 25.00SF @ \$8.31 = \$207.75

NUMBER OF SOUARES 1

MAIL TO ADDRESS VALERIE L EBERT 5232 41ST AVE KENOSHA, WI 53144 MAIL TO ADDRESS

5232 041 AV

LEGAL DESCRIPTION THE S 60 FT OF THE S 180 FT OF LOT CK "B" TIPPLE ESTATES SUB PT SE 1/ 35 T 2 R 22 D0C#1225122 D0C#189421 1894337

PARCEL NUMBER LOT

100.000

\$831.00

08-222-35-403-009-0

PROPERTY ADDRESS

GREGORY L BRILL 5220 041 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" DRV APP 75.00SF @ \$8.31 = \$623.25 NUMBER OF SQUARES 1

MAIL TO ADDRESS

GREGORY L BRILL

SE 1/4 SEC 35 T 2 R 22 TIPPLE EST
5220 41ST AVE

B BLK B PT OF LOT 2 THE N 60 FT 0
KENOSHA, WI 53144-3913

S 180 FT OF LOT 2

PARCEL NUMBER LOT 08-222-35-434-001-0

25.000

\$207.75

PROPERTY ADDRESS JUSTIN JOSEPH PERRY 5503 044 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS JUSTIN JOSEPH PERRY 5503 44TH AVE KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 13 OMDAHL'S SUB PT SE 1/4 SEC 2 R 22 DOC#1033257 DOC#1142316 80197 DOC#1534952 DOC#1544432 D 4790 D0C#1614645 D0C#1821466

LOT

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

75.000

\$623.25

08-222-35-436-017-0

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SQUARES 3

PROPERTY ADDRESS ELLEN M POTTHAST

5314 044 AV

ELLEN M POTTHAST
5314 44TH AVE MAIL TO ADDRESS

KENOSHA, WI 53144-3935

LEGAL DESCRIPTION

PT SE 1/4 SEC 35 T 2 R 22 LESTER SUB LOT 10 & N 1/2 LOT 11 1986

PARCEL NUMBER LOT

25.000

\$207.75

08-222-35-436-018-0

4" CONC R-R 25.00SF @ \$8.31 = \$207.75

NUMBER OF SQUARES 1

PROPERTY ADDRESS

TERRY W & LISA A FINN REVOCABLE TR

5308 044 AV

MAIL TO ADDRESS

TERRY W & LISA A FINN REVOCABL

5308 44TH AVE

KENOSHA, WI 53144

LEGAL DESCRIPTION

LOT 9 LESTER LARSEN SUB PT SE 1/4 5 T2 R22 1986 D0C#1040104 D0C#10

DOC#1735158 DOC#1827038

PARCEL NUMBER

LOT

30.000

\$249.30

08-222-35-452-005-0

PROPERTY ADDRESS

4" CONC R-R 30.00SF @ \$8.31 = \$249.30

NUMBER OF SQUARES 1

RONALD & TINA TRITT 5617 PER BL

MAIL TO ADDRESS RONALD & TINA TRITT 6918 45TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION

14643-77-1 SE 1/4 SEC 35 T 2 R 22 AN HEIGHTS 1ST ADD N 40 FT OF LOT S 8 FT 0F LOT 70 D0C#1080794 D

6804

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RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN. TOTAL ASSESSMENT

PARCEL NUMBER 08-222-35-476-006-0

LOT

91.000

\$756.21

DDADEDTV ADDDECC

PROPERTY ADDRESS KEVIN MATTHEW SHUTE 5621 040 AV 4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" DRV APP 66.00SF @ \$8.31 = \$548.46

NUMBER OF SQUARES 1

MAIL TO ADDRESS KEVIN MATTHEW SHUTE 5621 40TH AVE KENOSHA, WI 53144 LEGAL DESCRIPTION
LOT 19 CLONMEL SUB BEING PT OF SE
SEC 35 T 2 R 22 V 1649 P 475 DOC
16 DOC#1187496 DOC#1229752 D
9511

PARCEL NUMBER

LOT

25,000

\$207.75

08-222-35-487-007-0

PROPERTY ADDRESS
CARDINALE REVOCABLE TRUST

4026 059 ST

MAIL TO ADDRESS CARDINALE REVOCABLE TRUST 4026 59TH ST KENOSHA, WI 53144 LEGAL DESCRIPTION

NUMBER OF SQUARES 1

4" CONC R-R 25.00SF @ \$8.31 = \$207.75

SE 1/4 SEC 35 T 2 R 22 EDGEWOOD S 2 LOT 6 & 7 EXC E 50 FT & W 50 F 576 P 574 DOC#1033890 DOC#1790

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

75.400

\$626.57

09-222-36-252-007-0

6" DRV APP 75.40SF @ \$8.31 = \$626.57

PROPERTY ADDRESS ANDRES AGUILAR & MARTIN TORRES

5020 038 AV

MAIL TO ADDRESS ANDRES AGUILAR 5020 38TH AVE KENOSHA, WI 53144

NUMBER OF SOUARES 0

LEGAL DESCRIPTION NW 1/4 SEC 36 T 2 R 22 BEG 295 FT 82 FT N OF SW COR SD 1/4 SEC TH N W 142.5 FT S 60 FT E 142.5 FT TO BEG EXC E 30 FT FOR ROAD DOC#14 DOC#1463198 DOC#1534669

PARCEL NUMBER

LOT

72.000

\$598.32

09-222-36-308-028-0

4" CONC R-R 72.00SF @ \$8.31 = \$598.32 NUMBER OF SQUARES 3

PROPERTY ADDRESS ISMAEL GARCIA MORALES & FABIOLA SA

3101 055 ST

MAIL TO ADDRESS ISMAEL GARCIA MORALES FABIOLA SAINZ ESCOBAR KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 1 BLK 4 FLYNN SUB PT OF SW 1/ 36 T 2 R22 V 605 P 506 V 605 P 5

C#1034134 D0C#1275186 D

1281 DOC#1331282 DOC#1404584 DO 653 DOC#1803717 DOC#1809746 TOD DO

418 TOD DOC#1845244

RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 09-222-36-352-001-0 LOT

80.000

\$664.80

PROPERTY ADDRESS

PETER ROMANOWSKI 5605 036 AV

4" CONC R-R 30.00SF @ \$8.31 = \$249.30 6" DRV APP 50.00SF @ \$8.31 = \$415.50

NUMBER OF SQUARES 1

MAIL TO ADDRESS PETER ROMANOWSKI 5605 36TH AVE KENOSHA, WI 53144-6916

LEGAL DESCRIPTION LOTS 7 & 8 BLK 6 HANNAN PARK ADD SW 1/4 SEC 36 T 2 R 22 V 1594 P

PARCEL NUMBER

LOT

50.000

\$415.50

09-222-36-352-006-0

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

PROPERTY ADDRESS TRAVIS O BARCALOW 5626 035 AV

MAIL TO ADDRESS TRAVIS O BARCALOW 5626 35TH AVE

KENOSHA, WI 53144

LEGAL DESCRIPTION LOT 6 B 6 HANNAN PARK SUB BEING P W 1/4 SEC 36 T 2 R 22 V 1461 P 1 1671 P 149 DOC#1273347 DO 151

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RUN DATE: 03/07/24 FOR PROJECT: 23-126

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 09-222-36-361-002-0 LOT

63.750

\$529.76

PROPERTY ADDRESS

HOMERO CRUZ PEREZ 5903 035 AV

MAIL TO ADDRESS HOMERO CRUZ PEREZ 5903 35TH AVE KENOSHA, WI 53144

4" CONC R-R 63.75SF @ \$8.31 = \$529.76 NUMBER OF SQUARES 2.5

LEGAL DESCRIPTION 12955-1 PT OF SW 1/4 SEC 36 T 2 R OF LOTS 2 & 3 BLK 4 HANNAN PARK M AT NW COR OF LOT 3 TH E ON N LI LOTS 2 & 3 82.51 FT S 70 FT W 82. N 70 FT TO BEG V 1351 P 508 DOC#1158776 DOC#1520530 DOC#1535 0C#1664653 D0C#1675868 D0C#17484

STREET TOTAL

7,926.98 \$65,873.24

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GRAND TOTALS PARCELS 96 FOOTAGE 7,926.980 TOTAL COST

\$65,873.24

PAGE 44

TO LEVY SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY BASED UPON FINAL CONSTRUCTION COSTS RESPECTING IMPROVEMENTS IN STREET RIGHT-OF-WAY (sidewalks and/or driveway approaches)	
BE IT RESOLVED, by the Common Council of the C	City of Kenosha, Wisconsin
that special assessments are levied against benefited p	property based upon final
construction costs respecting improvements in street-of-way	y consisting of construction
of sidewalks and/or driveway approaches for Project #23-12	07 Sidewalk & Curb/Gutter
Program North (Properties North of 60th Street) in the tota	l amount of \$49,275.53, as
shown by a report of the City Engineer filed in the office of t	the City Clerk of the City of
Kenosha in accordance with the Final Resolution No	. 29-23 authorizing such
improvements in the street right-of-way.	
Adopted this 18th day of March, 2024.	
APPROVED:	DATE:
John M. Antaramian, Mayor	
ATTEST:	
Michelle L. Nelson, City Clerk/Treasurer	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 07-222-24-125-031-0

LOT

226.200

\$1,879.72

PROPERTY ADDRESS SUNDANCE INC 2707 018 ST 4" CONC R-R 125.00SF @ \$8.31 = \$1038.75 6" CONC R-R 101.20SF @ \$8.31 = \$840.97 NUMBER OF SQUARES 9

MAIL TO ADDRESS SUNDANCE INC 7915 KENSINGTON CT BRIGHTON, MI 48116 LEGAL DESCRIPTION
PT LOT 3 CSM 1547 V1482 P883 EX TH
FT ALSO PT LOT 4 BEG AT SE COR LOT
S 25.8 FT TH S 75 DEG 37'25" W 12
W 153.58 FT TH N 25 FT TO S LN LOT
E 149.81 FT TH N 75 DEG 37'25" E 1
T TO POB NE 1/4 SEC 24 T2 R22 (199
7-222 24-125-030 & -040) DOC #9720
.67 AC DOC#1067426 D
6106

PARCEL NUMBER

L0T

99.500

\$826.85

07-222-24-180-008-0

PROPERTY ADDRESS GAIL ABEITA 2133 026 AV

MAIL TO ADDRESS GAIL ABEITA 2133 26TH AVE KENOSHA, WI 53140 4" CONC R-R 99.50SF @ \$8.31 = \$826.85 NUMBER OF SQUARES 4

LEGAL DESCRIPTION
LOT 121 JENS HAUGAARD SUB 2ND ADD
E 1/4 SEC 24 T 2 R 22 V 1360 P 67
425 P 938 DOC#1658186 DOC#
1 DOC#1936860

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

50.500

\$419.66

07-222-24-181-012-0

4" CONC R-R 50.50SF @ \$8.31 = \$419.66 NUMBER OF SQUARES 2

PROPERTY ADDRESS JUSTIN A COUGHLIN 2211 025 AV

MAIL TO ADDRESS JUSTIN A COUGHLIN 2211 25TH AVE KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 105 FIRST ADD TO JENS HAUGAAR

PT NE 1/4 SEC 24 T 2 R 22 V 622 DOC#1184036 DOC#1185509 D 7495 DOC#1639112 DOC#1684958 DO

653 DOC#1893964

PARCEL NUMBER

L0T

55.000

\$457.05

07-222-24-407-010-0

6" CONC R-R 55.00SF @ \$8.31 = \$457.05 NUMBER OF SQUARES 2

PROPERTY ADDRESS JOSEPH A MINNECI & JAIME I MINNECI 2608 025 AV

MAIL TO ADDRESS JOSEPH A & JAIME I MINNECI 2608 25TH AVE KENOSHA, WI 53140-4831

LEGAL DESCRIPTION LOT 4 BLK 24 HOOD'S SUB PT SE 1/4 4 T2 R22 D0C#1146462 D0C#1411696

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 07-222-24-428-002-0 LOT

25.000

\$207.75

PROPERTY ADDRESS

ALDO & MARIA COVELLI

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

2914 023 ST MAIL TO ADDRESS

ALDO & MARIA COVELLI 2914 23RD ST KENOSHA, WI 53140-1720

LEGAL DESCRIPTION
SE 1/4 SEC 24 T 2 R 22 GHYSELS ES UNIT B LOT 48

PARCEL NUMBER LOT 07-222-24-429-013-0

100.500

\$835.16

PROPERTY ADDRESS SCHAEFFER PROPERTIES LLC

2315 030 AV

2315 30TH AVE KENOSHA, WI 53144-1411 4" CONC R-R 100.50SF @ \$8.31 = \$835.16 NUMBER OF SQUARES 4

MAIL TO ADDRESS

SCHAEFFER PROPERTIES LLC

LOT 1 CSM# 1945 DOC# 1048261 PT N LEGAL DESCRIPTION OF SE 1/4 SEC 24 T2 R22 (1998 PT -24-429-001) DOC#1051016 .22 AC DOC#1272365

PARCEL NUMBER LOT 07-222-24-435-001-0

75.000

\$623.25

PROPERTY ADDRESS ANDREW D & LINDA J VACCA

2502 026 AV

MAIL TO ADDRESS ANDREW D & LINDA J VACCA 2502 26TH AVE KENOSHA, WI 53140-4834 NUMBER OF SQUARES 3

6" CONC R-R 75.00SF @ \$8.31 = \$623.25

LEGAL DESCRIPTION SE 1/4 SEC 24 T 2 R 22 HOLGER PAH LOT 25

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 07-222-24-436-008-0

LOT

60.000

\$498.60

PROPERTY ADDRESS

KORI J & MICHAEL P PARKER 2414 026 AV

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" CONC R-R 10.00SF @ \$8.31 = \$83.10 NUMBER OF SQUARES 2.5

MAIL TO ADDRESS KORI J & MICHAEL P PARKER 2414 26TH AVE KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 30 HOLGER PAHL SUB SE 1/4 SEC 2 R 22 D0C#1370523 D0C#1882507

L0T PARCEL NUMBER 09-222-36-107-014-0

241.000

\$2,002.71

PROPERTY ADDRESS J&C PROPERTY RENTALS LLC

2506 050 ST

MAIL TO ADDRESS J&C PROPERTY RENTALS LLC 1623 36TH AVE KENOSHA, WI 53144

4" CONC R-R 166.00SF @ \$8.31 = \$1379.46 6" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SQUARES 10

LEGAL DESCRIPTION LOT 12 BLK 1 NEWELL-HOYT INDUSTRI PT OF NE 1/4 SEC 36 T 2 R 22 V 629 DOC#1459619 DOC#1527440 DO 071

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

37.500

\$311.63

09-222-36-411-011-0

4" CONC R-R 37.50SF @ \$8.31 = \$311.63 NUMBER OF SQUARES 1.5

PROPERTY ADDRESS SHORE ISLAND HOLDINGS LLC

2208 054 ST

MAIL TO ADDRESS SHORE ISLAND HOLDINGS LLC PO BOX 87 STOUGHTON, WI 53589

LEGAL DESCRIPTION E 45 FT OF LOT 9 AND W 2 1/2 FT 0 10 BLK 8 BAIN'S SUB PT OF SE 1/4 6 T 2 R 22 V 1404 P 351 D0C#1172 0C#1733869 D0C#1174014 D0C#13008 C#1524952 DOC#1547027 DOC#160401 DOC#1677910 DOC#1697883 DOC#1901 ED IN ERROR DOC#1904589 CORR DIOC#

PARCEL NUMBER LOT

25.000

\$207.75

10-223-18-201-026-0

PROPERTY ADDRESS KENNETH R AND LISA M WILSON REVOCA

1905 013 ST

MAIL TO ADDRESS KENNETH R & LISA WILSON REVOCA 1905 13TH ST KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 26 ASCOT PARK SUB PT NW & NE F NW 1/4 SEC 18 T2 R23 (1992 PT 8 3-182-0160) V 1587 P 614 DOC #10 DOC#1313561 DOC#1941121

4" CONC R-R 25.00SF @ \$8.31 = \$207.75

NUMBER OF SQUARES 1

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT 10-223-18-303-031-0

75.000

\$623.25

PROPERTY ADDRESS DEANNA J OLSON 1556 016 AV

4" CONC R-R 38.00SF @ \$8.31 = \$315.78 6" CONC R-R 37.00SF @ \$8.31 = \$307.47 NUMBER OF SQUARES 3

MAIL TO ADDRESS DEANNA J OLSON 1556 16TH AVE KENOSHA, WI 53140-1573 LEGAL DESCRIPTION
SW 1/4 SEC 18 T 2 R 23 VILLA CAPRI
UNIT "A" SUB LOT 64 V 1266 P 880 D 2259 DOC#1772260 TOD

PARCEL NUMBER LOT 10-223-18-354-031-0

76.000

\$631.56

PROPERTY ADDRESS ERIK J & STEPHANIE L CRAWFORD 1724 020 AV

4" CONC R-R 76.00SF @ \$8.31 = \$631.56 NUMBER OF SQUARES 3

MAIL TO ADDRESS 1724 20TH AVE KENOSHA, WI 53140

MAIL TO ADDRESS

ERIK J & STEPHANIE L CRAWFORD

LOT 11 & N 30 FT OF LOT 12 ARLENE LEGAL DESCRIPTION PT SW 1/4 SEC 18 T 2 R 23 V 1062 DOC#1516449 DOC#1577051 D 7273 D0C#1637274 D0C#1647695

PARCEL NUMBER LOT 10-223-19-201-009-0

706.500

\$5.871.02

PROPERTY ADDRESS KRYSTALE J JENTINK 1825 016 AV

4" CONC R-R 586.00SF @ \$8.31 = \$4869.66 6" CONC R-R 66.50SF @ \$8.31 = \$552.62 6" DRV APP 54.00SF @ \$8.31 = \$448.74 NUMBER OF SOUARES 26

MAIL TO ADDRESS KRYSTALE J JENTINK 1825 16TH AVE KENOSHA, WI 53140

LEGAL DESCRIPTION LEGAL DESCRIPTION LOT 97 NORTHERN ESTATES SUB PT SW EC 18 & PT NW 1/4 SEC 19 T 2 R 23 21 P864 D0C#1298824 D0C#1464490 669446

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT 10-223-19-202-020-0

131.600

\$1,093.60

1864 016 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75
PROPERTY ADDRESS 6" CONC R-R 45.00SF @ \$8.31 = \$373.95
MARK & MARLENE BINNINGER 6" DRV APP 61.60SF @ \$8.31 = \$511.90

NUMBER OF SQUARES 3

MAIL TO ADDRESS MARK & MARLENE BINNINGER

1864 16TH AVE

KENOSHA, WI 53140-1619

LEGAL DESCRIPTION

NW 1/4 SEC 19 T 2 R 23 NORTHERN E

SUB LOT 143 DOC1035927

PARCEL NUMBER LOT

54.000

\$448.74

10-223-19-251-032-0

PROPERTY ADDRESS ALAN L & CARLA HUGHES

1944 018 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 29.00SF @ \$8.31 = \$240.99 NUMBER OF SQUARES 2

MAIL TO ADDRESS ALAN L & CARLA HUGHES 1944 18TH AVE KENOSHA, WI 53140-4720

LEGAL DESCRIPTION NW 1/4 SEC 19 T 2 R 23 NORTHERN E

SUB LOT 38

PARCEL NUMBER LOT

10-223-19-255-019-0

25.000

-- -- -- -- -- -- -- -- -- -- --

\$207.75

PROPERTY ADDRESS JOHN SCHMALING 2002 022 ST

6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS
JOHN SCHMALING 4029 13TH AVE KENOSHA, WI 53140

LEGAL DESCRIPTION

LOT 57 VILLA CAPRI UNIT 2 NW 1/4 9 T 2 R 23 DOC#1662569 DOC#181527

1926922

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT 10-223-19-277-001-0

75.000

\$623.25

PROPERTY ADDRESS

JOSEPH D & LINDA KAY HAUCK 1623 019 ST

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SOUARES 3

MAIL TO ADDRESS

JOSEPH D & LINDA KAY HAUCK 1623 19TH ST

KENOSHA, WI 53140-4702

LEGAL DESCRIPTION

LOT 70 NORTHERN ESTATES SUB NW 1/

19 T 2 R 23 V 866 P 199

PARCEL NUMBER LOT

100.000

\$831.00

10-223-19-278-018-0

PROPERTY ADDRESS TIMOTHY & DEBBIE L'ABBE

1726 021 ST

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

MAIL TO ADDRESS KENOSHA, WI 53140-1871 #1050695

LEGAL DESCRIPTION TIMOTHY & DEBBIE L'ABBE L'ABBE LOT 203 & W 5 FT OF LOT 204 VILLA

1726 21ST ST UNIT # 5 SUB NW 1/4 SFC 19 T2 P2

PARCEL NUMBER LOT 10-223-19-303-008-0

66.000

\$548.46

PROPERTY ADDRESS

GREGORY D NEUGEBAUER 1722 024 ST

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" CONC R-R 16.00SF @ \$8.31 = \$132.96

NUMBER OF SQUARES 2.5

MAIL TO ADDRESS GREGORY D NEUGEBAUER 1722 24TH ST KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 71 NORTH GATE SUB PT OF SW 1/ 19 T2 R 23 D0C#1130513 D0C#12798 C#1488799 DOC#1896310

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RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 10-223-19-352-010-0

L0T

100.000

\$831.00

PROPERTY ADDRESS

AYKAZ G & JOYCE F MANUCHARYAN 2012 028 ST

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 4

MAIL TO ADDRESS AYKAZ G & JOYCE F MANUCHARYAN 2012 28TH ST KENOSHA, WI 53140-5016

LEGAL DESCRIPTION LOT 194 KENOSHA INDUSTRIAL ASSN S EING PT OF SW 1/4 SEC 19 T 2 R 23 S 1/2 VAC ALLEY RES #71-03 DOC #1 (2004 LOT LINE ADJUSTMENT) DOC#

PARCEL NUMBER

LOT

78.000

\$648,18

10-223-19-362-002-0

PROPERTY ADDRESS BRIAN YOUNG MARSHALL 1807 028 ST

MAIL TO ADDRESS BRIAN YOUNG MARSHALL

1807 28TH ST KENOSHA, WI 53140 4" CONC R-R 78.00SF @ \$8.31 = \$648.18 NUMBER OF SQUARES 3

LEGAL DESCRIPTION LOT 223 KENOSHA INDUSTRIAL ASSN SU NG PT OF SW 1/4 SEC 19 T2 R23 DOC 84

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

200.000

\$1,662.00

10-223-19-378-018-0

PROPERTY ADDRESS

JOSEPH & TRACY PULERA 1720 028 ST

4" CONC R-R 175.00SF @ \$8.31 = \$1454.25 6" CONC R-R 25.00SF @ \$8.31 = \$207.75

NUMBER OF SQUARES 8

MAIL TO ADDRESS JOSEPH & TRACY PULERA 1720 28TH ST KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 179 KENOSHA INDUSTRIAL ASSOCI S SUB PT SW 1/4 SEC 19 T 2 R 23 P 520 D0C#1509044 D0C#1509045 33284

PARCEL NUMBER LOT

189.080

\$1,571.25

11-223-30-231-012-0

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" CONC R-R 48.00SF @ \$8.31 = \$398.88

PROPERTY ADDRESS JESSICA A LAPCINSKI & RYAN M PECOR 6" DRV APP 66.08SF @ \$8.31 = \$549.12 1918 034 ST

NUMBER OF SQUARES 5

MAIL TO ADDRESS JESSICA A LAPCINSKI RYAN M PECORE KENOSHA, WI 53140

LEGAL DESCRIPTION PT LOT 9 BLK 2 TRUSTEE'S SUB PT 0 /4 SEC 30 T 2 R 23 COM 150 FT W 0 OR 19TH AVE & 34TH ST TH W 51.5 F 26 FT E 51.5 FT \$ 126 FT TO BEG D 9445 DOC#1558648 DOC#1569566 DOC#1773317

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

25.000

\$207.75

PROPERTY ADDRESS

11-223-30-233-001-0

SISSYDOC LLC 2102 035 ST

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS SISSYDOC LLC 2102 35TH ST KENOSHA, WI 53140-5212

LEGAL DESCRIPTION PT OF LOT 9 BLK 2 TRUSTEE'S SUB 0 W 1/4 SEC 30 T 2 R 23 COM ON N LI 35TH ST 312 FT E OF E LINE OF 22N TH E 75 FT N 250 FT W 75 FT S 250 POB DOC#1689989 DOC#1689990

PARCEL NUMBER 11-223-30-235-011-0

L0T

366.500

\$3,045.62

PROPERTY ADDRESS CORNELIU & LUMINITA DUTA 1806 035 ST

MAIL TO ADDRESS CORNELIU & LUMINITA DUTA

1806 35TH ST KENOSHA, WI 53140

4" CONC R-R 325.00SF @ \$8.31 = \$2700.75 6" CONC R-R 41.50SF @ \$8.31 = \$344.87 NUMBER OF SQUARES 15

LEGAL DESCRIPTION LOTS 19 & 20 & E 16 FT OF LOT 18 NORTH KENOSHA SUB NW 1/4 SEC 30 OF BLK 2 TRUSTEE'S SUB ALSO VAC RES#6369 1959 DOC#1541622 DOC#16 DOC#1685966 DOC#1765550 DOC#176 DOC#1769683 DOC#1888395

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 11-223-30-277-006-0

LOT

139.180

\$1,156.59

PROPERTY ADDRESS

6" CONC R-R 25.50SF @ \$8.31 = \$211.91 6" DRV APP 113.68SF @ \$8.31 = \$944.68

ARTHUR B & DAVID M SWARTZ & SANDRA NUMBER OF SQUARES 1

3529 016 AV

MAIL TO ADDRESS ARTHUR B & DAVID M SWARTZ

3529 16TH AVE KENOSHA, WI 53140

LEGAL DESCRIPTION

NW 1/4 SEC 30 T 2 R 23 GRANT PARK LOT 18 & VACATED 35TH PLACE E OF VE 124 FT RES 5596 9/19/55 DOC#

1 DOC#1921692

PARCEL NUMBER LOT

50.000

\$415.50

11-223-30-278-008-0

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

PROPERTY ADDRESS CLINTON V & KIMBERLY M ADAMSON

3527 017 AV

NUMBER OF SQUARES 2

MAIL TO ADDRESS CLINTON V & KIMBERLY M ADAMSON 3527 17TH AVE

KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 26 GRANT PARK SUB BEING PT OF

4 SEC 30 T 2 R 23 D0C#1026338 D0 298 D0C#1094641 D0C#1209357

PARCEL NUMBER LOT

100.000

\$831.00

11-223-30-279-010-0

6" DRV APP 100.00SF @ \$8.31 = \$831.00 NUMBER OF SOUARES 0

PROPERTY ADDRESS KIMBERLY I & THOMAS J RODERS JNTT

3527 018 AV

LEGAL DESCRIPTION

MAIL TO ADDRESS THOMAS J & KIMBERLY I RODERS 3527 18TH AVE

KENOSHA, WI 53140-2301

LOT 34 GRANT PARK SUB PT OF NW 1/ 30 T 2 R23 V 1492 P 560 D0C#1056 0C#1083737 D0C#1206222

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RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

249.500

\$2,073.35

11-223-30-328-021-0

PROPERTY ADDRESS KAREN A KORSMO 3802 021 AV

4" CONC R-R 224.50SF @ \$8.31 = \$1865.60 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 10

MAIL TO ADDRESS KAREN A KORSMO 3802 21ST AVE KENOSHA, WI 53140

LEGAL DESCRIPTION N 60 FT OF LOTS 1 24 & 25 BLK 9 H 2ND ADD PT OF SW 1/4 SEC 30 T 2 V 1522 P 214 D0C#1314847 20768 DOC#1615110 DOC #1777026 D 4539

PARCEL NUMBER

LOT

205.000 \$1,703.55

11-223-30-363-001-0

PROPERTY ADDRESS RENEE MCKINNEY 4401 018 AV

4" CONC R-R 175.00SF @ \$8.31 = \$1454.25 6" CONC R-R 30.00SF @ \$8.31 = \$249.30 NUMBER OF SQUARES 8

MAIL TO ADDRESS RENEE MCKINNEY 4401 18TH AVE KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 6 BLK 1 BARTH'S SUB PT OF SW C 30 T 2 R 23 V 1383 P 152 V 149 4 DOC#1420959 DOC#1491971 D 8494 TOD DOC#1865953

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

80.000

\$664.80

11-223-30-436-018-0

716 WAS RD

PROPERTY ADDRESS

APOSTOLIC ASSEMBLY OF THE FAITH IN

4" CONC R-R 80.00SF @ \$8.31 = \$664.80 NUMBER OF SQUARES 3

MAIL TO ADDRESS

APOSTOLIC ASSEMBLY OF FAITH C/O MARIA GODINA - TREASURER KENOSHA, WI 53140

LEGAL DESCRIPTION 1805-2 & 3 THE E 100 FT OF LOTS 1 DUNNEBACK'S SUB PT SE 1/4 SEC 30 3 EASEMENT V 103 P 632 DOC#11258 C#1437892

PARCEL NUMBER LOT

100.000

\$831.00

11-223-30-453-023-0

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

PROPERTY ADDRESS 902 42ND STREET TRUST 902 042 ST

MAIL TO ADDRESS 902 42ND STREET TRUST 501 SILVERSIDE RD STE 87JQ WILMINGTON, DE 19809

LEGAL DESCRIPTION LOT 16 FRANZ SAND'S SUB PT BLK 30 4 SEC 30 T2 R23 V 1192 P874 D0C# 5 DOC#1443218 DOC#1653764 D 4837

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 11-223-30-476-023-0 LOT

203.660

\$1,692.42

PROPERTY ADDRESS

ANNETTE M PIPER TRUST 4219 005 AV

MAIL TO ADDRESS ANNETTE M PIPER TRUST 981 WILLOW ST ITASCA, IL 60143

6" CONC R-R 59.50SF @ \$8.31 = \$494.45 6" DRV APP 144.16SF @ \$8.31 = \$1197.97 NUMBER OF SQUARES 2

LEGAL DESCRIPTION PT SE 1/4 SEC 30 T2 R23 B 34 COM LN 5TH AV & SE COR LOT 8 TH N 50 POB N 16 FT E 312 FT SE'LY TO S L SD LOT THE W 248 FT N 50 FT W 80 BEG EXC COMM N LN SD LOT 9 231,00 M W LN SD LOT TH N 4.74 FT TH W 14 TH S 4.74 FT TH E 14.10 FT TO POB .388 AC EXC ROW (11-4-2 476- 008 & -015) DOC#103991 #1131607 DOC#1165820 DOC#1165821 1289263 DOC#1685362 DOC#1801370 (OT LINE ADJ DOC#1866790 & #1861984 1874512 DOC#1923189

PARCEL NUMBER LOT 12-223-31-128-004-0

74,400

\$618,26

PROPERTY ADDRESS TODD M & KRISTINE M BROWN

923 045 ST

MAIL TO ADDRESS TODD M & KRISTINE M BROWN 1316 41ST AVE KENOSHA, WI 53144

4" CONC R-R 18.40SF @ \$8.31 = \$152.90 6" CONC R-R 56.00SF @ \$8.31 = \$465.36 NUMBER OF SQUARES 3

LEGAL DESCRIPTION W 62 FT OF LOT 4 BLK 58 PT NE 1/4 1 T2 R23 D0C#1172311 D0C#1174532 1178320 DOC#1204962 DOC#1440663 553689 DOC#1563352

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 12-223-31-128-005-0 I OT

296.500

\$2,463.92

PROPERTY ADDRESS MARIO O ABRAJAN 931 045 ST

4" CONC R-R 285.00SF @ \$8.31 = \$2368.35 6" CONC R-R 11.50SF @ \$8.31 = \$95.57 NUMBER OF SOUARES 12

MAIL TO ADDRESS MARIO O ABRAJAN 8821 67TH ST KENOSHA, WI 53142 LEGAL DESCRIPTION
N 65 FT OF LOT 5 BLK 58 PT OF NE LEGAL DESCRIPTION C 31 T 2 R 23 D0C#1467810 D0C#15 DOC#1587879 DOC#1587880 D 0018 D0C#1752881 D0C#1791367

PARCEL NUMBER LOT

325.000

\$2,700.75

12-223-31-128-008-0

4" CONC R-R 275.00SF @ \$8.31 = \$2285.25 PROPERTY ADDRESS 6" CONC R-R 50.00SF @ \$8.31 = \$415.50

SALENTINE PROPERTY MANAGEMENT LLC NUMBER OF SQUARES 13 928 046 ST

MAIL TO ADDRESS SALENTINE PROPERTY MANAGEMENT 1720 MAIN ST UNION GROVE, WI 53182

LEGAL DESCRIPTION S 87 FT OF LOT 6 BLK 58 ORIGINAL OF SOUTHPORT NE 1/4 SEC 31 T 2 R C#1524969 D0C#1691635 D0C#192054

PARCEL NUMBER LOT

147.700

\$1,227.39

12-223-31-135-009-0 PROPERTY ADDRESS

SCOTT M DODDS

916 049 ST

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 6" CONC R-R 47.70SF @ \$8.31 = \$396.39

NUMBER OF SQUARES 6

MAIL TO ADDRESS SCOTT M DODDS 916 49TH ST KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 8 BLK 70 OF PT OF NE 1/4 SEC R 23 V 1673 P 866 D0C#1526168 32536 D0C#1639185 D0C#1803052 D0C

75 D0C#1957615

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

L0T

100.000

\$831.00

12-223-31-230-024-0

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

PROPERTY ADDRESS

ALEJO CASTILLO GRANADOS & LORENA G 4704 020 AV

MAIL TO ADDRESS ALEJO CASTILLO GRANADOS LORENA G CASTILLO KENOSHA, WI 53140 LEGAL DESCRIPTION
LOT 16 BLK 19 2ND RICE PARK ADD B
T OF NW 1/4 SEC 31 T2 R23 V 940
V 1542 P863 DOC#1339591 D
1455 DOC#1351456 DOC#1773388 DO
395 (2022 FUTURE LOT LINE ADJ VAC DOC#1906542)

PARCEL NUMBER

LOT

50.000

__ __ __ __ __ __ __ __ __ __ __ __ __

\$415.50

12-223-31-234-017-0

PROPERTY ADDRESS TYLER J MORTENSEN 1802 050 ST

MAIL TO ADDRESS TYLER J MORTENSEN 1802 50TH ST KENOSHA, WI 53140 LEGAL DESCRIPTION
LOT 15 BLK 3 RICE PARK ADD PT OF
SEC 31 T2 R23 ALSO PT S 1/2 VACA
LEY RES #66-01 DOC#1232488 (
OT LINE ADJUSTMENT) V 1445 P 558

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

NUMBER OF SQUARES 2

152989 DOC#1212792 DOC#1258966 D 2892

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 12-223-31-253-012-0 LOT

200.000

\$1,662.00

PROPERTY ADDRESS

FRANK & PATRICIA KRAJACIC 5040 020 AV

6" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" DRV APP 125.00SF @ \$8.31 = \$1038.75 NUMBER OF SQUARES 3

MAIL TO ADDRESS FRANK & PATRICIA KRAJACIC 5040 20TH AVE KENOSHA, WI 53140-5905

LEGAL DESCRIPTION LOT 12 B 13 2ND RICE PARK ADD BEI OF NW 1/4 SEC 31 T 2 R 23 V 1375 V 1406 P 155 ALSO 1/2 VAC ALLEY 226-90 V 1424 P 881 1991

PARCEL NUMBER L0T 12-223-31-254-028-0

74.340

-- -- -- -- -- -- -- -- -- --

\$617.77

PROPERTY ADDRESS GRT LLC

2107 050 ST

4" CONC R-R 22.50SF @ \$8.31 = \$186.98 6" DRV APP 51.84SF @ \$8.31 = \$430.79 NUMBER OF SQUARES 1

MAIL TO ADDRESS GRT LLC 28835 N HERKY DR STE 107 LAKE BLUFF, IL 60044

LEGAL DESCRIPTION LOT 2 BLK 12 SECOND RICE PARK ADD 1/4 SEC 31 T 2 R 23 EX E 10 FT V P 487 1989 V 1636 P 505 DOC #999 0C#1301762 D0C#1489773 D0C#179807 1804656

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 12-223-31-256-002-0 LOT

75.000

\$623.25

PROPERTY ADDRESS JAIME MENDEZ

5107 021 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 50.00SF @ \$8.31 = \$415.50

NUMBER OF SQUARES 3

MAIL TO ADDRESS JAIME MENDEZ 5107 21ST AVE KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 2 BLK 10 2ND RICE PARK ADD BE OF NW 1/4 SEC 31 T2 R23 DOC #989 0C#1087801 DOC#1372839 D 7054 DOC#1681133 DOC#1703504 DO 957 DOC#1814040

PARCEL NUMBER LOT 12-223-31-256-012-0

46.000

\$382.26

PROPERTY ADDRESS HERBERT & SONS ENTERPRISES LLC

2002 052 ST

MAIL TO ADDRESS

HERBERT & SONS ENTERPRISES LLC 2511 SPRINGBROOK RD PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION LOT 12 BLK 10 2ND RICE PARK ADD P W 1/4 SEC 31 T 2 R 23 DOC#1298983 1558016 DOC#1888733

4" CONC R-R 46.00SF @ \$8.31 = \$382.26

NUMBER OF SQUARES 2

RUN DATE: 03/05/24 FOR PROJECT: 23-127

ASSESSED S.F./LN.

TOTAL **ASSESSMENT**

PARCEL NUMBER

LOT

150.500

\$1,250.66

12-223-31-332-012-0

PROPERTY ADDRESS

IVONNE M MORENO FONESCA & LAURA O 1902 054 ST

4" CONC R-R 70.00SF @ \$8.31 = \$581.70 6" CONC R-R 80.50SF @ \$8.31 = \$668.96

NUMBER OF SQUARES 6

MAIL TO ADDRESS IVONNE M MORENO FONESCA LAURA O TENORIO-LARA KENOSHA, WI 53140

LEGAL DESCRIPTION LOT 10 EXC W 13 FT B 6 BAIN'S SUB SW 1/4 SEC 31 T2 R23 V 1685 P 98 #1613442 DOC#1621179 DOC#1791767 98834 DOC#1806055 DOC#1818412 DOC#

STREET TOTAL

5,929.66

\$49,275.53

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GRAND TOTALS PARCELS 45 FOOTAGE

5,929.660 TOTAL COST \$49,275.53

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TO LEVY SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY BASED UPON FINAL CONSTRUCTION COSTS RESPECTING IMPROVEMENTS IN STREET RIGHT-OF-WAY (sidewalks and/or driveway approaches)	
BE IT RESOLVED, by the Common Council of the City of Kenosha, Wiscons	in
that special assessments are levied against benefited property based upon fin	al
construction costs respecting improvements in street-of-way consisting of construction	n
of sidewalks and/or driveway approaches for Project #23-1208 Sidewalk & Curb/Gutt	er
Program South (Properties South of 60th Street) in the total amount of \$75,648.58, a	as
shown by a report of the City Engineer filed in the office of the City Clerk of the City	of
Kenosha in accordance with the Final Resolution No. 30-23 authorizing suc	ch
improvements in the street right-of-way.	
Adopted this 18th day of March, 2024.	
APPROVED: DATE:	
John M. Antaramian, Mayor	_
ATTEST:	
Michelle L. Nelson, City Clerk/Treasurer	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 01-122-01-151-009-0 LOT

25.000

\$207.75

PROPERTY ADDRESS MIDWEST RENTAL PROPERTIES LLC 6309 027 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS MIDWEST RENTAL PROPERTIES LLC 61 MCMILLEN RD ANTIOCH, IL 60002

LEGAL DESCRIPTION PT NE 1/4 SEC 1 T 1 R 22 COMM E LN TH AVE 84 FT S FROM S LN OF 63RD S ALG E LN 27TH AVE 46 FT TO N LN P ALLEY TH E ALG SD N LINE & PARALLE LN 63RD ST 42 FT TH N PARALLEL TO 27TH AVE 46 FT TO PT 84 FT S FROM F 63RD ST TH W PARALLEL TO SD S LN TO POB V 1412 P760 (DEED IN E DOC#1222180 (DEED IN ERROR) DOC 79 DOC#1809826 DOC#1826084

PARCEL NUMBER LOT 01-122-01-156-006-0

50.000

\$415.50

PROPERTY ADDRESS

RICARDO & LETIC JASSO AGUILERA

RICARDO JASSO AGUILERA & LETICIA J 6423 029 AV

> LEGAL DESCRIPTION S 24 1/2 FT OF LOT 6 BLK 6 OF GRA B & N 13 FT OF LOT 14 BLK 3 PUGH' BEING PT OF NE 1/4 SEC 1 T 1 R 22

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

NUMBER OF SQUARES 2

6423 29TH AVE KENOSHA, WI 53143

MAIL TO ADDRESS

78 P367 V 1574 P446 V 1578 P632 8 P 18 V 1648 P284 D0C#1512532 DOC#1664991 DOC#1673287 DOC#1678

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED

S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

01-122-01-158-002-0

L0T

170,000

\$1,412.70

PROPERTY ADDRESS

4" CONC R-R 125.00SF @ \$8.31 = \$1038.75 6" CONC R-R 45.00SF @ \$8.31 = \$373.95

ISOLYN D ELLIS-THOMAS & TREVOR N T NUMBER OF SQUARES 7

6607 029 AV

MAIL TO ADDRESS ISOLYN D ELLIS-THOMAS TREVOR N THOMAS KENOSHA, WI 53143

LEGAL DESCRIPTION

N 35 FT OF LOT 15 & S 7 FT OF LOT K 4 PUGH'S SUB PT OF NE 1/4 SEC 1 22 V 1354 P 792 DOC #979111 D 7737 DOC#1481009 DOC#1834462

PARCEL NUMBER LOT

77.000

\$639.87

01-122-01-184-012-0

4" CONC R-R 77.00SF @ \$8.31 = \$639.87 NUMBER OF SOUARES 3

PROPERTY ADDRESS

EEKK PROPERTIES LLC

6602 025 AV

MAIL TO ADDRESS

EEKK PROPERTIES LLC

6602 25TH AVE

KENOSHA, WI 53143

LEGAL DESCRIPTION

N 40 FT OF LOT 1 BLK 9 FROST & TU

S SUB PT OF NE 1/4 SEC 1 T 1 R 22

KENOSHA, WI 53143

6 P 287 DOC#1332084 DOC#1674634 675304 DOC#1701174 DOC#1923866

PARCEL NUMBER LOT

100.000

\$831.00

01-122-01-454-005-0

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

PROPERTY ADDRESS MARTIN & RITA VILLALOBOS

2929 072 ST

MAIL TO ADDRESS MARTIN & RITA VILLALOBOS

2929 72ND ST KENOSHA, WI 53143

LEGAL DESCRIPTION

LEGAL DESCRIPTION
LOT 10 HAIN'S SUB PT OF SE 1/4 SE 1 R 22 V 366 P 211 D0C#1416134 16135 DOC#1664626 DOC#1671108 DO

962

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

225.000

\$1,869.75

01-122-01-458-006-0

PROPERTY ADDRESS

4" CONC R-R 225.00SF @ \$8.31 = \$1869.75 NUMBER OF SQUARES 9

KYLE E BARCIKA 7303 028 AV

MAIL TO ADDRESS KYLE E BARCIKA 7303 28TH AVE KENOSHA, WI 53143 LEGAL DESCRIPTION
LOT 36 BLK 3 HOUDEK'S SUB EXC S 4
PT OF SE 1/4 SEC 1 T1 R22 DOC#162
OC#1854964 DOC#1930981

PARCEL NUMBER LOT

30.000

\$249.30

01-122-01-459-005-0

4" CONC R-R 30.00SF @ \$8.31 = \$249.30 NUMBER OF SQUARES 1

PROPERTY ADDRESS MEGAN C RUSSELL

2619 073 ST

MAIL TO ADDRESS MEGAN C RUSSELL 2619 73RD ST KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 18 BLK 2 HOUDEK'S SUB PT OF S
SEC 1 T1 R22 DOC#1291685 DOC#140 DOC#1563087 DOC#1892531

PARCEL NUMBER LOT

2623 073 ST

50.000

\$415.50

PROPERTY ADDRESS GARY T & JESSICA L BAASE

01-122-01-459-006-0

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 2

MAIL TO ADDRESS GARY T & JESSICA L BAASE 6108 43RD AVE KENOSHA, WI 53142

LEGAL DESCRIPTION LEGAL DESCRIPTION N 105 FT OF LOT 19 BLK 2 HOUDEKS OF SE 1/4 SEC 1 T 1 R 22 V 1359 DOC #1514955

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL Assessment

PARCEL NUMBER 01-122-01-478-009-0

LOT

LOT

210.000

\$1,745.10

PROPERTY ADDRESS LEE A & BETH A ROCKWELL 2517 071 ST 4" CONC R-R 100.00SF @ \$8.31 = \$831.00 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" DRV APP 60.00SF @ \$8.31 = \$498.60 NUMBER OF SOUARES 6

MAIL TO ADDRESS LEE A & BETH A ROCKWELL 2517 71ST ST KENOSHA, WI 53143-5274 LEGAL DESCRIPTION LOT 45 ANDERSON PARK SUB PT OF SE EC 1 T 1 R 22 V 1471 P 148 DOC#1 DOC#1125765

PARCEL NUMBER

50.000

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\$415.50

04-122-12-126-009-0

6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

PROPERTY ADDRESS CHARLES & LAURA COUGHLIN 7535 027 AV

MAIL TO ADDRESS CHARLES & LAURA COUGHLIN

CHARLES & LAURA COUGHLIN 7535 27TH AVE KENOSHA, WI 53143-5611 LEGAL DESCRIPTION
LOT 931 GREATER KENOSHA LAND CO'S
UB BEING PT OF NE 1/4 SEC 12 T 1
V 1480 P 437

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-132-009-0 LOT

25,000

\$207.75

PROPERTY ADDRESS

MICHAEL L STOCKDALE 7712 029 AV

MAIL TO ADDRESS MICHAEL L STOCKDALE 7712 29TH AVE KENOSHA, WI 53143

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

LEGAL DESCRIPTION PT NE 1/4 SEC 12 T 1 R 22 LOT 113 TER KENOSHA LAND CO'S 3RD SUB ALS NW COR SD LOT TH N TO N LINE OF S OF LOT 1137 SD SUB TH W TO CT L S RR ROW TH S TO PT THAT IS W'LY NGATION OF S LN SD LOT THE TO SW OT 113 5 TH N TO POB 1976 V 938 P -009 V 1539 P 969 DOC#1786460 DOC 61 DOC#1786462

PARCEL NUMBER LOT 04-122-12-132-016-0

25.000

\$207.75

PROPERTY ADDRESS

ANTHONY R & KELLEY L FANI 7802 029 AV

MAIL TO ADDRESS ANTHONY R & KELLEY L FANI 1826 85TH ST KENOSHA, WI 53143

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

LEGAL DESCRIPTION PT NE 1/4 SEC 12 T 1 R 22 LOT 112 ATER KENOSHA LAND CO'S 3RD SUB AL NW COR SD LOT THE TO CT LINE CN OW TH S TO PT THAT IS W'LY PROLO N OF S LINE SD LOT THE TO SW COR T TH N TO POB 1976 V 938 P 469 V 965 DOC#1115484 DOC#1574484 DOC# 5 D0C#1595989 DOC#1595990 D 6684 DOC#1629011 DOC#1665509 DOC#

5 DOC#1928426

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-132-018-0

LOT

25.000

\$207.75

PROPERTY ADDRESS MARY K METTEN 7812 029 AV 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS MARY K METTEN 7812 29TH AVE KENOSHA, WI 53143 LEGAL DESCRIPTION
LOT 1126 GREATER KENOSHA LAND CO'
SUB 1978 V986 P443 PT NE 1/4 SEC
R22 V 1656 P 350 DOC#1036646 D
9270 DOC#1424299 DOC#1544003 DO
243 DOC#1677884 DOC#1699484
DOC#1705504

PARCEL NUMBER 04-122-12-132-020-0

L0T

75.000

\$623.25

PROPERTY ADDRESS CAROLYN A FLASCH 7822 029 AV 4" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SOUARES 3

MAIL TO ADDRESS CAROLYN A FLASCH 7822 29TH AVE KENOSHA, WI 53143-5630 LEGAL DESCRIPTION
LOT 1124 GREATER KENOSHA LAND COM
3RD SUB PT NE 1/4 SEC 12 T1 R22
EG NW COR LOT TH W TO CT LINE OF
ROW TH S TO PT THAT IS W'LY PRO
ION OF S LINE OF SD LOT TH E TO S
SD LOT TH N TO POB 1976 V 939 P 8
C#1397169 DOC#1645027 DOC#168419

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-132-021-0

7826 029 AV

LOT

26.500

\$220.22

PROPERTY ADDRESS

ALEXANDER STEPHEN IGNAS CLEVEN

6" CONC R-R 26.50SF @ \$8.31 = \$220.22 NUMBER OF SQUARES 1

MAIL TO ADDRESS ALEXANDER STEPHEN IGNAS CLEVEN 7826 29TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 1123 GREATER KENOSHA LAND CO' SUB PT NE 1/4 SEC 12 T1 R22 ALSO COR SD LOT TH W TO CT LINE OF CN OW TH S TO PT THAT IS W'LY PROLO N OF S LINE OF SD LOT THE TO SW LOT TH N TO POB 1976 V 938 P 447 1042782 DOC#1267613 DOC#1672118 769185 DOC#1849850

PARCEL NUMBER LOT 04-122-12-154-005-0

50.000

\$415.50

PROPERTY ADDRESS

BARBARA J TALBERT 7823 029 AV

MAIL TO ADDRESS BARBARA J TALBERT 7823 29TH AVE KENOSHA, WI 53143-5629 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

LEGAL DESCRIPTION LOT 1091 GREATER KENOSHA LAND CO B BEING PT OF NE 1/4 SEC 12 T 1 R OC #805860 DOC#1220398

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-154-006-0 LOT

50.000

\$415.50

PROPERTY ADDRESS

DAVID A & CAROL ANN MARTIN 7827 029 AV

6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

MAIL TO ADDRESS DAVID A & CAROL ANN MARTIN 7827 29TH AVE KENOSHA, WI 53143-5629

LEGAL DESCRIPTION LOT 1092 GREATER KENOSHA LAND CO B BEING PT OF NE 1/4 SEC 12 T 1 R 0C#1292403

PARCEL NUMBER

LOT

75.000

\$623.25

04-122-12-156-010-0

PROPERTY ADDRESS KERRY J BADINI 7946 029 AV

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SQUARES 3

MAIL TO ADDRESS KERRY J BADINI 7946 29TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION PT OF NE 1/4 SEC 12 T1 R22 LOT 11 EATER KENOSHA LAND CO'S 3RD SUB AL NW COR SD LOT TH W TO CT LN CNS W TH S TO PROLONGATION W'LY OF CT VAC ALLEY THAT IS S OF SD LOT TH T LN SD ALLEY TH N TO POB ALSO VA Y RES 191-75 V938 P440 D0C#16075 C#1950503 DOC#1958734

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-156-011-0 LOT

51.500

\$427.97

PROPERTY ADDRESS MICHELLE A CURTIN 7954 029 AV

4" CONC R-R 51.50SF @ \$8.31 = \$427.97 NUMBER OF SQUARES 2

MAIL TO ADDRESS MICHELLE A CURTIN 7954 29TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION 11046-1 LOT 1109 & 1110 EXC S 105 REATER KENOSHA LAND CO 3RD SUB PT 4 SEC 12 T1 R22 ALSO BEG ON CT LI VAC ALLEY RES# 191-75 TH W TO CT F CNS RR ROW TH S TO PROLONGATION OF SD LOTS THE TO SW COR SD LOT TO POB 1976 V 938 P 455 V1550 P 6 DOC#1240970 DOC#1426707 D 9646 DOC#1697434 DOCE#1917542

PARCEL NUMBER LOT 04-122-12-157-006-0

174.500 \$1,450.10

PROPERTY ADDRESS LINDA K SALISBURY 7927 029 AV

4" CONC R-R 125.00SF @ \$8.31 = \$1038.75 6" CONC R-R 49.50SF @ \$8.31 = \$411.35 NUMBER OF SQUARES 7

MAIL TO ADDRESS LINDA K SALISBURY 7927 29TH AVE KENOSHA, WI 53143-5631

LEGAL DESCRIPTION LOT 1100 GREATER KENOSHA LAND CO B BEING PT OF NE 1/4 SEC 12 T 1 R 1253 P 531 D0C#1671195

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-157-007-0 LOT

60.000

\$498.60

PROPERTY ADDRESS EMILY KASTELIC 7933 029 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 35.00SF @ \$8.31 = \$290.85 NUMBER OF SQUARES 2

MAIL TO ADDRESS EMILY KASTELIC 7933 29TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 1101 GREATER KENOSHA LAND CO B BEING PT OF NE 1/4 SEC 12 T 1 R OC#1442690 DOC#1575286 DOC#15888 C#1624694 DOC#1728411 DOC#1841152 1852759

PARCEL NUMBER

L0T

50.000

\$415.50

04-122-12-157-010-0

PROPERTY ADDRESS JUDITH R MAY

7947 029 AV

MAIL TO ADDRESS JUDITH R MAY 7947 29TH AVE KENOSHA, WI 53143 4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

LEGAL DESCRIPTION LOT 1104 GREATER KENOSHA LAND CO' SUB PT OF NE 1/4 SEC 12 T 1 R 22 390096 D0C#1408312 D0C#1427697 72572 DOC#1832209

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-160-003-0 LOT

25.000

\$207.75

PROPERTY ADDRESS EUGENE P VASQUEZ 2621 JOH RD

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS EUGENE P VASQUEZ 2621 JOHNSON RD KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 841 GREATER KENOSHA LAND CO'S UB EXC THE E 10 FT ADJACENT TO LEN LOT 842 PT OF NE 1/4 SEC 12 T1 R2 #1113674 DOC#1358161 DOC#1358162 1577436 DOC#1945409 DOC#1953058

PARCEL NUMBER

LOT

75.000

- -- -- -- -- -- -- -- -- --

\$623,25

04-122-12-176-009-0

PROPERTY ADDRESS

KRISTEN M JOHNSON 7843 023 AV

MAIL TO ADDRESS KRISTEN M JOHNSON 7843 23RD AVE KENOSHA, WI 53143-5726 4" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SQUARES 3

LEGAL DESCRIPTION LOT 244 GREATER KENOSHA LAND CO'S UB BEING PT OF NE 1/4 SEC 12 T1 R C#1044875 D0C#1044876 D 1087 DOC#1535932

RUN DATE: 03/05/24 FOR PROJECT: 23-128

\$1,074.49

		ASSESSED S.F./LN.	TOTAL Assessment
PARCEL NUMBER 04-122-12-180-017-0	LOT	338.000	\$2,808.78
PROPERTY ADDRESS SCOTT A KOTTEN 2516 JOH RD		6" CONC R-R	75.00SF @ \$8.31 = \$623.25 75.00SF @ \$8.31 = \$623.25 188.00SF @ \$8.31 = \$1562.28 SQUARES 6
MAIL TO ADDRESS SCOTT A KOTTEN 2516 JOHNSON RD KENOSHA, WI 53143		10586 LOTS ND CO'S 1S 22 DOC#15	AL DESCRIPTION 5 224 & 225 GREATER KENO 5T SUB PT NE 1/4 SEC 12 41009 (TOD) DOC#1832 DOC#1834644

PARCEL NUMBER LOT 04-122-12-183-017-0

PROPERTY ADDRESS ELIZABETH A C GAERTNER 7954 025 AV

MAIL TO ADDRESS ELIZABETH A C GAERTNER 7954 25TH AVE KENOSHA, WI 53143-1446 129.300

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 42.50SF @ \$8.31 = \$353.18 6" DRV APP 61.80SF @ \$8.31 = \$513.56 NUMBER OF SQUARES 3

LEGAL DESCRIPTION
LOT 379 & S 13 FT LOT 380 GREATER
HA LAND CO'S FIRST SUB PT NE 1/4
T 1 R 22 DOC#1004318 D
4319 DOC#1608566 DOC#1610880

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-183-018-0

LOT

69.500

\$577.55

PROPERTY ADDRESS STEVE J & EILEEN K GENOTTE 7946 025 AV 4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 44.50SF @ \$8.31 = \$369.80 NUMBER OF SQUARES 3

MAIL TO ADDRESS STEVE J & EILEEN K GENOTTE 7946 25TH AVE KENOSHA, WI 53143-1446 LEGAL DESCRIPTION
THE S 31.1 FT OF LOT 381 AND THE
5 FT OF LOT 380 GREATER KENOSHA L
'S 1ST SUB PT NE 1/4 SEC 12 T 1
DOC#1093756 DOC#1178656 DOC#123
DOC#1396775

PARCEL NUMBER LOT 04-122-12-183-019-0

25.000

\$207.75

PROPERTY ADDRESS CAROLYN ANN MONTEMURRO 7940 025 AV 4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

MAIL TO ADDRESS CAROLYN ANN MONTEMURRO 7940 25TH AVE KENOSHA, WI 53143 LEGAL DESCRIPTION
THE N 16.45 FT OF LOT 381 & ALL O
382 GREATER KENOSHA LAND CO'S 1S
NE 1/4 SEC 12 T1 R 22 DOC#10664
C#1375973 DOC#1388246 DOC#165350
1910630 DOC#1912378

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL **ASSESSMENT**

PARCEL NUMBER 04-122-12-185-013-0

LOT

275.000

\$2,285,25

PROPERTY ADDRESS

MANUEL J & MEREDITH J LEON 7954 024 AV

MAIL TO ADDRESS MANUEL J & MEREDITH J LEON 7954 24TH AVE KENOSHA, WI 53143

4" CONC R-R 275.00SF @ \$8.31 = \$2285.25 NUMBER OF SQUARES 11

LEGAL DESCRIPTION 10714-1 LOTS 351 & 352 EXCEPT THE FT GREATER KENOSHA LAND CO'S 1ST OF NE 1/4 SEC 12 T 1 R 22 DOC#1 DOC#1027473 DOC#1027474 DOC#10 DOC #1105775

PARCEL NUMBER LOT 04-122-12-186-011-0

196.500

\$1,632.92

PROPERTY ADDRESS JONATHAN L & TINA M OSBORNE 7949 024 AV

MAIL TO ADDRESS JONATHAN L & TINA M OSBORNE 7949 24TH AVE

KENOSHA, WI 53143-5732

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" DRV APP 71.50SF @ \$8.31 = \$594.17 NUMBER OF SQUARES 5

LEGAL DESCRIPTION N 51 FT OF LOTS 328 & 329 GREATER HA LAND CO'S 1ST SUB NE 1/4 SEC 1 R 22 V 1551 P364 D0C#1049138 D 7215 DOC#1223069 DOC#1231975

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-186-012-0 LOT

50.000

\$415.50

PROPERTY ADDRESS KRISTOPHER P RAY 2316 080 ST

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

MAIL TO ADDRESS KRISTOPHER P RAY 2316 80TH ST KENOSHA, WI 53143

LEGAL DESCRIPTION 10691-1 LOTS 328 & 329 EXC THE N GREATER KENOSHA LAND CO'S 1ST SUB 4 SEC 12 T 1 R 22 V 1652 P 715 D 6387 DOC#1716256 DOC#1727013 DOC 58 TOD

PARCEL NUMBER 04-122-12-451-004-0 LOT

75.000

\$623.25

PROPERTY ADDRESS

STUART R & KIMBERLY K SALITURO 2720 083 ST

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 3

MAIL TO ADDRESS STUART R & KIMBERLY K SALITURO 2720 83RD ST KENOSHA, WI 53143-6244

LEGAL DESCRIPTION SE 1/4 SEC 12 T 1 R 22 SUNNYSIDE UB UNIT NO 3 BLK 17 LOT 4

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-453-014-0 LOT

50.000

\$415.50

PROPERTY ADDRESS

SHAYLA GRANATH & DEREK MORROW

6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

2759 084 ST

MAIL TO ADDRESS SHAYLA GRANATH DEREK MORROW KENOSHA, WI 53143

LEGAL DESCRIPTION SE 1/4 SEC 12 T 1 R 22 SUNNYSIDE SUB UNIT NO 3 BLK 19 LOT 10 DOC#1 DOC#1903619 DOC#1914736 DOC192374

PARCEL NUMBER LOT

54.500

\$452.90

04-122-12-477-022-0

4" CONC R-R 54.50SF @ \$8.31 = \$452.90 NUMBER OF SQUARES 2

PROPERTY ADDRESS DALE A DONOVAN

8349 025 AV

MAIL TO ADDRESS DALE A DONOVAN 8349 25TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 24 BLK 11 SUNNYSIDE PARK SUB PT SE 1/4 SEC 12 T 1 R 22 V 621 DOC#1549135 DOC#1549136 TO #1662786 DOC#1667024 DOC#1886861

PARCEL NUMBER LOT

113.220

\$940.86

04-122-12-477-026-0

PROPERTY ADDRESS DAVID J NAUDI 8409 025 AV

6" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" DRV APP 63.22SF @ \$8.31 = \$525.36 NUMBER OF SQUARES 2

MAIL TO ADDRESS DAVID J NAUDI 8409 25TH AVE KENOSHA, WI 53143-6280 LEGAL DESCRIPTION

LOT 20 BLK 11 SUNNYSIDE PARK SUB 3 PT SE 1/4 SEC 12 T 1 R 22 DOC

4 D0C#1118603 D0C#1542221

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-478-034-0

L0T

75.000

\$623.25

PROPERTY ADDRESS BRIAN A & SARA J F BENDER

8306 025 AV

MAIL TO ADDRESS BRIAN A & SARA J F BENDER 8306 25TH AVE KENOSHA, WI 53143

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SQUARES 3

LEGAL DESCRIPTION LOT 2 BLK 12 SUNNYSIDE PARK SUB U 0 3 PT SE 1/4 SEC 12 T 1 R 22 V 497 DOC #985796 DOC#1656980 66243 DOC#1667846 DOC#1676982 DE ERROR DOC#1679602 CORRECTION DOC# 1 DOC#1935217

PARCEL NUMBER 04-122-12-478-036-0

LOT

75.000

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\$623.25

PROPERTY ADDRESS

KELLY N FLANAGAN 8254 025 AV

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 NUMBER OF SQUARES 3

MAIL TO ADDRESS KELLY N FLANAGAN 8254 25TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 8 BLK 8 SUNNYSIDE PARK II SE C 12 T 1 R 22 D0C#1102817 D0C#16 DOC#1794242

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 04-122-12-479-021-0 LOT

100.000

\$831.00

PROPERTY ADDRESS

4" CONC R-R 100.00SF @ \$8.31 = \$831.00 NUMBER OF SQUARES 4

DALE J SCHUSTER 8319 026 AV

MAIL TO ADDRESS DALE J SCHUSTER 8319 26TH AVE KENOSHA, WI 53143-6228

LEGAL DESCRIPTION LOT 29 BLK 13 SUNNYSIDE PARK UNIT LEGAL DESCRIPTION SE 1/4 SEC 12 T1 R22 D0C#1117050 1251884 DOC#1262694

PARCEL NUMBER 05-123-05-326-008-0

LOT

50.000

\$415.50

PROPERTY ADDRESS

CARL B & SHEILA K GRAY 6705 003 AV

MAIL TO ADDRESS CARL B & SHEILA K GRAY 6705 3RD AVE KENOSHA, WI 53143

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 2

LEGAL DESCRIPTION
LOTS 8 & 9 BLK 1 STRONGS SUB ALSO 13.5 FT OF LOTS 1 2 & 3 BLK 3 OF 'S SUB PT W 1/2 SEC 5 T 1 R 23 D0 755 ALSO W 1/2 VAC ALLEY RES#253-24 P110 (2007 PT 05-123-05-253-00 1574 P 598 DOC#1079977 DOC#12931 C#1453264 DOC#1492755 DOC#15266 C#1526647 D0C#1547968 D 3022 DOC#1647143 DOC#1674163 EA DOC#1881326

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 05-123-05-355-004-0 LOT

125.000

\$1,038.75

PROPERTY ADDRESS NATACHA T DAVIDSON 4" CONC R-R 100.00SF @ \$8.31 = \$831.00 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 5

7319 003 AV

MAIL TO ADDRESS NATACHA T DAVIDSON 7319 3RD AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 17 LAKE PARK ADD PT OF SW 1/4 T 1 R23 D0C#1218523 D0C#1506782 1741788

PARCEL NUMBER

LOT

200.000

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\$1,662.00

05-123-06-107-003-0

4" CONC R-R 200.00SF @ \$8.31 = \$1662.00 NUMBER OF SQUARES 8

PROPERTY ADDRESS CHARLIE & CHIVAUGHNNE ZORC

513 061 ST

MAIL TO ADDRESS CHARLIE & CHIVAUGHNNE ZORC 513 61ST ST KENOSHA, WI 53143

LEGAL DESCRIPTION PT NE 1/4 SEC 6 T1 R23 COM ON S LN ST ST 291 FT E OF E LN 7TH AVE TH FT TH E 72 FT 4" TO TH N TO S LN 6 TH W TO POB DOC1025706 DOC1036172 732834 D0C#1748824

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 05-123-06-108-012-0

LOT

159.850

\$1,328.35

PROPERTY ADDRESS

JEFFRY L & JULIE A NELSON 6223 005 AV

6" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" DRV APP 59.85SF @ \$8.31 = \$497.35

NUMBER OF SOUARES 4

MAIL TO ADDRESS JEFFRY L & JULIE A NELSON 6223 5TH AVE

KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 11 KNAPP'S SUB PT NE 1/4 SEC R 23 V 1394 P 963 DOC #1266704 403011 DOC #1469009

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

PARCEL NUMBER 05-123-06-153-004-0 LOT

50.000

\$415.50

PROPERTY ADDRESS KAREN HOWARD

1121 064 ST

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 2

MAIL TO ADDRESS KAREN HOWARD 1121 64TH ST KENOSHA, WI 53143-5019

LEGAL DESCRIPTION PT OF BLK 20 BOND & STRONG ADD OF NE 1/4 SEC 6 T 1 R 23 COM ON S L 64TH ST 44 FT E OF E LINE OF 12T H S 83 FT E 44 FT N 83 FT W 44 FT B V 1654 P 41 DOC#1023452 DOC#1 DOC#1216149

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

T0TAL **ASSESSMENT**

PARCEL NUMBER 05-123-06-258-011-0 LOT

50.000

\$415.50

PROPERTY ADDRESS

BRUCE C & MARCY A JOHNSON 6607 021 AV

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 2

MAIL TO ADDRESS BRUCE C & MARCY A JOHNSON 6607 21ST AVE KENOSHA, WI 53143-1215

LEGAL DESCRIPTION S 40 FT OF LOT 22 BLK 2 QUINTON S BLK 23 & PT OF BLK 24 OF BONDS SU W 1/4 SEC 6 T1 R23 DOC #975129 D 2674 DOC#1245715 DOC#1570101

PARCEL NUMBER LOT 05-123-06-278-014-0

44.000

\$365.64

PROPERTY ADDRESS JONATHAN R RAMOS-RAYAS

6635 018 AV

MAIL TO ADDRESS JONATHAN R RAMOS-RAYAS 6635 18TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 13 BLK 30 BOND'S SUB BEING PT 1/4 SEC 6 T 1 R 23 ALSO S 8 FT V ALLEY RES #226-80 (1981 LOT LINE ALSO W 1/2 VAC ALLEY RES #24-03 14314 (2004 LOT LINE ADJ) V 825 P

DOC#1479904 DOC#1813306 DOC#182467

6" CONC R-R 44.00SF @ \$8.31 = \$365.64

NUMBER OF SQUARES 2

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 05-123-06-278-015-0 LOT

132,500

\$1,101.08

PROPERTY ADDRESS

EDUARDO & ELIAS TOBIAS

6637 018 AV

MAIL TO ADDRESS EDUARDO & ELIAS TOBIAS 6637 18TH AVE KENOSHA, WI 53143

4" CONC R-R 132.50SF @ \$8.31 = \$1101.08 NUMBER OF SQUARES 5.5

LEGAL DESCRIPTION N 39 1/2 FT LOT 14 BLK 30 BONDS S OF NW 1/4 SEC 6 T 1 R 23 ALSO W 1 ALLEY RES #24-03 DOC#1314314 (2 T LINE ADJ) V 1382 P 475 V 1494 DOC #1424297 DOC #1438986 DOC #1509055 DOC #1513997

PARCEL NUMBER

LOT

200.000

\$1,662.00

05-123-06-308-013-0

PROPERTY ADDRESS

GOLDEN VILLAS LLC 6927 016 AV

MAIL TO ADDRESS GOLDEN VILLAS LLC PO BOX 580033 PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION LOT 26 LINCOLN HEIGHTS SUB PT OF SEC 6 T 1 R23 D0C#1190090 D0C#1

4" CONC R-R 200.00SF @ \$8.31 = \$1662.00

DOC#1773541

NUMBER OF SQUARES 8

DOC#1777521

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 05-123-06-326-032-0 LOT

164.160

\$1,364.17

PROPERTY ADDRESS R JAMES NEAL

6710 020 AV

4" CONC R-R 150.00SF @ \$8.31 = \$1246.50 6" CONC R-R 14.16SF @ \$8.31 = \$117.67

NUMBER OF SQUARES 6.5

MAIL TO ADDRESS R JAMES NEAL 2328 ROOSEVELT RD KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 11 BLK 2 THOMPSON'S SUB PT OF 4 SEC 6 T 1 R 23 V 1435 P 609 DO 759 D0C#1195467 D0C#1531484 D 6370 DOC#1717332

PARCEL NUMBER LOT

727.770

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\$6,047.77

05-123-06-354-022-0

4" CONC R-R 413.00SF @ \$8.31 = \$3432.03
PROPERTY ADDRESS 6" CONC R-R 99.50SF @ \$8.31 = \$826.85
KENNETH M & KEITH EDWARD PETERSEN 6" DRV APP 215.27SF @ \$8.31 = \$1788.89

7432 020 AV

NUMBER OF SQUARES 16

MAIL TO ADDRESS C/O KEITH PETERSEN WATERTOWN, SD 57201

LEGAL DESCRIPTION KENNETH M & KEITH EDWARD PETER LOT 17 B 1 LINCOLN PARK SUB BEING SW 1/4 SEC 6 T1 R23 D0C#1049789

PARCEL NUMBER LOT 05-123-06-355-005-0

75.000

\$623.25

PROPERTY ADDRESS

DAUNE & RICHARD BELLUOMINI 1900 074 PL

MAIL TO ADDRESS DAUNE & RICHARD BELLUOMINI 1900 74TH PL KENOSHA, WI 53143

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 3

LEGAL DESCRIPTION LOT 36 BLK 2 LINCOLN PARK SUB P 0 /4 SEC 6 T1 R23 D0C#1121726 D0C# 9 DOC#1869035

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER LOT 05-123-06-377-006-0

88.000

\$731.28

PROPERTY ADDRESS

R & D INVESTMENTS LLC 7107 016 AV

4" CONC R-R 38.00SF @ \$8.31 = \$315.78 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 3.5

PLEASANT PRAIRIE, WI 53158

MAIL TO ADDRESS LEGAL DESCRIPTION

R & D INVESTMENTS LLC LOT 20 PARK VIEW KENOSHA HOUSE BL
3630 98TH PL 1ST SUB BEING PT 0F SW 1/4 SEC 6 23 DOC#1443319 DOC#1730000 D 2509 DOC#1747783

PARCEL NUMBER LOT

25.000

\$207.75

05-123-06-377-007-0

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 NUMBER OF SQUARES 1

PROPERTY ADDRESS

ELAINE G & RODNEY D ERLANDSON

7111 016 AV

MAIL TO ADDRESS 7111 16TH AVE KENOSHA, WI 53143

MAIL TO ADDRESS LEGAL DESCRIPTION LOT 21 PARK VIEW KENOSHA HOUSE BL 1ST SUB BEING PT OF SW 1/4 SEC 6 23 DOC#1104977 DOC#1411846 D 8469

PARCEL NUMBER LOT

75.000

\$623.25

05-123-06-386-016-0

4" CONC R-R 50.00SF @ \$8.31 = \$415.50 PROPERTY ADDRESS 6" CONC R-R 25.00SF @ \$8.31 = \$207.75

ANGELA CABANAS AGUILAR & MARCO ANT NUMBER OF SQUARES 4

7418 015 AV

MAIL TO ADDRESS ANGELA CABANAS AGUILAR MARCO ANTONIO JIMENEZ AGUILA KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 30 ELMHURST SUB BEING PT OF S SEC 6 T 1 R 23 V 1482 P 55 DOC#1 D0#1853432 D0C#1889584

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

105.500

\$876.71

05-123-06-434-003-0 PROPERTY ADDRESS

CHRISTOPHER M SCHMITZ 913 069 ST

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" CONC R-R 30.50SF @ \$8.31 = \$253.46

NUMBER OF SQUARES 4

MAIL TO ADDRESS CHRISTOPHER M SCHMITZ 913 69TH ST KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 14 BLK 2 JACKSON'S SUB PT OF SEC 6 T1 R 23 V1701 P533 DOC#11 DOC#1461506 DOC#1715463 D 5464 DOC#1724710 DOC#1750507 DOC 56

PARCEL NUMBER LOT

96.880

\$805.07

05-123-06-434-004-0

PROPERTY ADDRESS CHARLES E TAYLOR SR & SUSAN J TAYL NUMBER OF SQUARES 4 917 069 ST

4" CONC R-R 71.88SF @ \$8.31 = \$597.32 6" CONC R-R 25.00SF @ \$8.31 = \$207.75

MAIL TO ADDRESS CHARLES E SR & SUSAN J TAYLOR 917 69TH ST KENOSHA, WI 53143-5409

LEGAL DESCRIPTION LOT 15 BLK 2 JACKSON'S SUB PT OF SEC 6 T1 R 23 V 1382 P 830 D0C# 3 DOC#1740666

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 05-123-06-434-016-0 LOT

106.600

\$885.85

PROPERTY ADDRESS JOHN P STARK 926 070 ST

4" CONC R-R 66.60SF @ \$8.31 = \$553.45 6" CONC R-R 40.00SF @ \$8.31 = \$332.40 NUMBER OF SQUARES 4

MAIL TO ADDRESS JOHN P STARK 926 70TH ST KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 28 BLK 2 JACKSON'S SUB PT SE EC 6 T 1 R 23 V 1397 P 717 D0C#1 DOC#1641945 DOC#1651861 61457 OC#1829603 DOC#1935652

PARCEL NUMBER LOT 05-123-06-434-017-0

22.400

\$186.14

PROPERTY ADDRESS ABIGAIL N & DANIEL H THOMPSON 922 070 ST

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4" CONC R-R 10.40SF @ \$8.31 = \$86.42 6" CONC R-R 12.00SF @ \$8.31 = \$99.72 NUMBER OF SQUARES 1

MAIL TO ADDRESS ABIGAIL N & DANIEL H THOMPSON 922 70TH ST KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 29 BLK 2 JACKSON'S SUB PT OF SEC 6 T1 R 23 V 1378 P 978 DOC# 3 DOC#1429618 DOC#1518661 D 5227 DOC#1542583 DOC#1543065 DO 477 DOC#1735126 CORR DOC#1845114

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 05-123-06-454-014-0 L0T

75.000

\$623.25

PROPERTY ADDRESS

HERBERT & CYNTHIA KRIENKE 7412 010 AV

MAIL TO ADDRESS HERBERT & CYNTHIA KRIENKE 7412 10TH AVE KENOSHA, WI 53143-5408

NUMBER OF SQUARES 3

4" CONC R-R 75.00SF @ \$8.31 = \$623.25

LEGAL DESCRIPTION LOT 16 B 3 J BUTCHER'S SUB PT OF SEC 6 T1 R23 ALSO PT OF E 1/2 VA ALLEY RES#14-97 DOC#1048587 (OT LINE ADJUSTMENT) V 1366 P 656

PARCEL NUMBER 05-123-06-454-015-0

100.000

\$831.00

PROPERTY ADDRESS ROMAN L TRZEBNY

7408 010 AV

MAIL TO ADDRESS ROMAN L TRZEBNY 1521 88TH AVE KENOSHA, WI 53144 4" CONC R-R 50.00SF @ \$8.31 = \$415.50 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 NUMBER OF SQUARES 4

LEGAL DESCRIPTION LOT 13 BLK 3 J BUTCHER'S SUB PT OF /4 SEC 6 T1 R23 ALSO PT OF E 1/2 V ALLEY RES#DOC#1048587 (1998 LOT ADJUSTMENT) DOC#1270472 DOC#1577 0C#1590554 D0C#1653028 D0C#19416 C#1955195

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 05-123-06-457-010-0 LOT

141.440

\$1,175.37

PROPERTY ADDRESS

NICHOLAS J & KIRSTIN A BIGGS 1019 072 ST

4" CONC R-R 50.00SF @ \$8.31 = \$415.50

6" CONC R-R 39.00SF @ \$8.31 = \$324.09 6" DRV APP 52.44SF @ \$8.31 = \$435.78

NUMBER OF SOUARES 3.5

MAIL TO ADDRESS NICHOLAS J & KIRSTIN A BIGGS 1019 72ND ST KENOSHA, WI 53143

LEGAL DESCRIPTION E 60 FT OF LOT 36 E B MOERICKE'S OF SE 1/4 SEC 6 T 1 R 23 DOC#134 DOC#1434935 DOC#1791010

PARCEL NUMBER LOT

112.500

\$934.88

06-123-07-129-001-0

PROPERTY ADDRESS

4" CONC R-R 62.50SF @ \$8.31 = \$519.38 6" CONC R-R 50.00SF @ \$8.31 = \$415.50

KENNETH E RUBEN & JENNIFER J BELJA NUMBER OF SQUARES 4.5

1115 075 ST

MAIL TO ADDRESS KENNETH E RUBEN JENNIFER J BELJAEFF KENOSHA, WI 53143

LEGAL DESCRIPTION PT NE 1/4 SEC 7 T 1 R 23 COM AT A FT S OF N LN & 342 FT E OF W LN 19 FT TH E 110.75 FT TO W LN CNW N 10 DEG 24' W 120.95 FT TO S LN ST TH W 88.73 FT TO E LN 12TH AVE DOC#1034700 DOC#1233578 DOC#12 DOC#1327201 DOC#1342166

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

25,000

\$207.75

06-123-07-133-009-0

PROPERTY ADDRESS JACLYN L HUFF 7719 010 AV

4" CONC R-R 25.00SF @ \$8.31 = \$207.75

NUMBER OF SQUARES 1

MAIL TO ADDRESS JACLYN L HUFF 7719 10TH AVE KENOSHA, WI 53143-6046

LEGAL DESCRIPTION LOT 39 PFENNIG & BUTCHERS LIBERTY EING PT OF NE 1/4 SEC 7 T1 R 23 P 812 DOC#1073194 DOC#1772321

PARCEL NUMBER

L0T

112.500

\$934.88

06-123-07-153-012-0

PROPERTY ADDRESS

4" CONC R-R 67.50SF @ \$8.31 = \$560.93 6" CONC R-R 45.00SF @ \$8.31 = \$373.95

MONICA M LONERGAN & WILLIAM D MEYE NUMBER OF SQUARES 4

7858 010 AV

MAIL TO ADDRESS MONICA M LONERGAN WILLIAM D MEYERS GLENVIEW, IL 60025

LEGAL DESCRIPTION 20636-1 THE S 50 FT OF LOT 126 & T LOT 127 I J BEAR & SON'S SOUTHP RK 2ND ADD PT NE 1/4 SEC 7 T 1 R

C#1596464 DOC1936526

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 06-123-07-155-003-0

L0T

400.000

\$3,324.00

PROPERTY ADDRESS

4" CONC R-R 225.00SF @ \$8.31 = \$1869.75 6" CONC R-R 175.00SF @ \$8.31 = \$1454.25 NUMBER OF SQUARES 16

DEXTERS WAY LLC 7991 SHE RD

MAIL TO ADDRESS DEXTERS WAY LLC 601 HERITAGE DR, STE 108 JUPITER, FL 33458

LEGAL DESCRIPTION NE 1/4 SEC 7 T 1 R 23 COM 7 FT E 02 FT N OF SW COR OF SEC TH N 120 E'LY 251.52 FT S 120 FT W'LY 2 FT TO POB V 1049 P563 D0C#108735 #1086206 D0C#1373484 D0C#1728964 929616

PARCEL NUMBER

L0T

80.000

\$664.80

06-123-07-179-010-0

4" CONC R-R 80.00SF @ \$8.31 = \$664.80 NUMBER OF SQUARES 3

PROPERTY ADDRESS COURTNEY L LASTACY & DONALD W THOM 7835 007 AV

MAIL TO ADDRESS COURTNEY L LASTACY DONALD W THOMAS KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 6 SOUTHPORT PARK SUB PT NE 1/ 7 T 1 R 23 V 616 P 183 DOC#17168 C#1716889 D0C#1839821

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

L0T

51.000

\$423.81

06-123-07-206-015-0

4" CONC R-R 51.00SF @ \$8.31 = \$423.81

PROPERTY ADDRESS ROBERTA A ROMERO 1608 078 ST

NUMBER OF SQUARES 2

MAIL TO ADDRESS ROBERTA A ROMERO 1608 78TH ST KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 158 PFENNIG'S SOUTHERN ADD BE OF NW 1/4 SEC 7 T1 R23 V 1432 P6 C#1026378 DOC#1830312

PARCEL NUMBER

L0T

195.000

\$1,620.45

06-123-07-206-016-0

PROPERTY ADDRESS

DALE M & VINA NOREEN L REINHARDT 1606 078 ST

4" CONC R-R 150.00SF @ \$8.31 = \$1246.50 6" CONC R-R 45.00SF @ \$8.31 = \$373.95 NUMBER OF SQUARES 7

MAIL TO ADDRESS DALE M REINHARDT

VINA NOREEN L REINHARDT KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 159 PFENNIG'S SOUTHERN ADD BE NW 1/4 SEC 7 T 1 R 23 V 1406 P 5 C #975851 DOC#1010468 D 6495 DOC#1218136 CORRECTION DOC# 1 DOC#1230536 DOC#1254219 DOC#18

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL

ASSESSMENT

PARCEL NUMBER 06-123-07-206-017-0

LOT

124.000

\$1.030.44

PROPERTY ADDRESS

LUCY L SALERNO 1602 078 ST

4" CONC R-R 124.00SF @ \$8.31 = \$1030.44

NUMBER OF SQUARES 5

MAIL TO ADDRESS LUCY L SALERNO 1602 78TH ST KENOSHA, WI 53143-5964

LEGAL DESCRIPTION
LOT 160 PFENNIG'S SOUTHERN ADD BE
T NW 1/4 SEC 7 T 1 R 23 V 1357 P 1460 P 175 V 1530 P 604 D0C#119 0C#19342861

PARCEL NUMBER LOT 147.500

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\$1,225.73

06-123-07-207-015-0

1510 078 ST

4" CONC R-R 125.00SF @ \$8.31 = \$1038.75
PROPERTY ADDRESS
ROBERT M & CANDACE L LAMACCHIA

4" CONC R-R 125.00SF @ \$8.31 = \$186.98
NUMBER OF SQUARES 6

MAIL TO ADDRESS 4623 75TH ST #4-117 KENOSHA, WI 53142

LEGAL DESCRIPTION MAIL TO ADDRESS LEGAL DESCRIPTION

ROBERT M & CANDACE L LAMACCHIA LOT 136 PFENNIG'S SOUTHERN ADD BE OF NW 1/4 SEC 7 T1 R23 V 1125 P7 C#1077699 D0C#1316275 D 3205

PARCEL NUMBER LOT 06-123-07-207-016-0

200.000

\$1,662,00

PROPERTY ADDRESS WARREN E ERICKSON 1506 078 ST

4" CONC R-R 150.00SF @ \$8.31 = \$1246.50 6" CONC R-R 50.00SF @ \$8.31 = \$415.50

NUMBER OF SOUARES 8

MAIL TO ADDRESS WARREN E ERICKSON 520 TRADER RD LABELLE, FL 33935

LEGAL DESCRIPTION LEGAL DESCRIPTION LOT 135 PFENNIG'S SOUTHERN ADD PT 1/4 SEC 7 T 1 R 23 V 1623 P 952 7 P 837 V 1656 P 824 V 1656 P OC #994705 DOC#1463379 DOC#16622

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

7850 020 AV

LOT

75.000

\$623.25

06-123-07-253-015-0

PROPERTY ADDRESS KURT D VOGT

4" CONC R-R 75.00SF @ \$8.31 = \$623.25

NUMBER OF SQUARES 3

MAIL TO ADDRESS KURT D VOGT 7850 20TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 66 EXCEPT N 3 FT KIRCHNER HIG SUB PT OF NW 1/4 SEC 7 T 1 R 23 094108 DOC#1536892 DOC#1664079 D ERROR DOC#1665918 CORRECTION DO 756 DOC#1874348

PARCEL NUMBER LOT

105.000

\$872.55

06-123-07-256-015-0

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" CONC R-R 30.00SF @ \$8.31 = \$249.30

PROPERTY ADDRESS

MICHAEL D BEECHER & BRITTANY L JOH NUMBER OF SQUARES 4

7950 020 AV

MAIL TO ADDRESS MICHAEL D BEECHER BRITTANY L JOHNSON KENOSHA, WI 53143

LEGAL DESCRIPTION

LOT 11 KIRCHNER GARDENS SUB PT OF 4 SEC 7 T 1 R 23 V 1678 P 291 DO 646 DOC#1472574 DOC#1761551 DO

031

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 06-123-07-257-009-0

L0T

165.900

\$1,378.63

PROPERTY ADDRESS

PEGGY E & ANDREW S SCHAPALS 7939 020 AV

6" DRV APP 165.90SF @ \$8.31 = \$1378.63 NUMBER OF SQUARES

MAIL TO ADDRESS PEGGY E & ANDREW S SCHAPALS

7939 20TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 46 SOUTHGATE SUB PT OF NW 1/4 T 1 R 23 V 1367 P 974 D0C#11648 C#1166531 D0C#1458910 D 1438

PARCEL NUMBER LOT

125.000

\$1,038.75

06-123-07-257-011-0

PROPERTY ADDRESS WILLIAM J & NANCY A BROESCH

7955 020 AV

MAIL TO ADDRESS WILLIAM J & NANCY A BROESCH 7955 20TH AVE KENOSHA, WI 53143-5820

LEGAL DESCRIPTION LOT 14 & 15 KIRCHNER GARDENS SUB SEC 7 T 1 R 23 DOC#1065719 DOC#

6" CONC R-R 125.00SF @ \$8.31 = \$1038.75

NUMBER OF SQUARES 5

PARCEL NUMBER 06-123-07-304-013-0

LOT

125.000

\$1,038.75

8058 017 AV

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 PROPERTY ADDRESS 6" CONC R-R 50.00SF @ \$8.31 = \$415.50 BRADLEY J & KATHLEEN A WOESTE NUMBER OF SQUARES 5

MAIL TO ADDRESS BRADLEY J & KATHLEEN A WOESTE 8058 17TH AVE . KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 77 SUNNYDALE ESTATES PT SW 1/ 7 T 1 R 23 D0C#1544593 D0C#17239 C#1727528 DOC#1819713

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

125.000

\$1,038.75

06-123-07-326-006-0

4" CONC R-R 100.00SF @ \$8.31 = \$831.00

PROPERTY ADDRESS ANGELA ROSE & BRANDON GREGORY HORS NUMBER OF SQUARES 5

6" CONC R-R 25.00SF @ \$8.31 = \$207.75

8023 019 AV

MAIL TO ADDRESS ANGELA ROSE & BRANDON GREGORY 8023 19TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION 19009-1 LOT 31 & S 1/2 LOT 32 KIR GARDENS SUB BEING PT SW 1/4 SEC R 23 DOC #979456 DOC#1398159 D 1277 D0C#1864029 D0C#1914669

PARCEL NUMBER

LOT

82.680

\$687.07

06-123-07-329-008-0

PROPERTY ADDRESS ELVIN & NICOLE A BAEZ

2019 080 PL

MAIL TO ADDRESS ELVIN & NICOLE A BAEZ 2019 80TH PL KENOSHA, WI 53143

4" CONC R-R 25.00SF @ \$8.31 = \$207.75 6" DRV APP 57.68SF @ \$8.31 = \$479.32 NUMBER OF SQUARES 1

LEGAL DESCRIPTION SW 1/4 SEC 7 T 1 R 23 COM 332.86 435.61 FT E OF NW COR OF SEC TH T TH S 192.94 FT TH W 50 FT TH N FT TO POB EXC N 50 FT FOR STREET 1084484 DOC#1399216 DOC#1749851 09889

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

T0TAL ASSESSMENT

PARCEL NUMBER

LARRY ANCONA 1803 084 PL LOT

54.500

\$452.90

06-123-07-354-007-0

PROPERTY ADDRESS

4" CONC R-R 54.50SF @ \$8.31 = \$452.90

NUMBER OF SQUARES 2

MAIL TO ADDRESS

LARRY ANCONA 8123 56TH AVE KENOSHA, WI 53142

LEGAL DESCRIPTION

SW 1/4 SEC 7 T 1 R 23 HIGHLAND PA UNIT 1 B 4 LOT 5 DOC#1723344 DO 345 (TOD) DOC#1849342 DOC#1849788

PARCEL NUMBER LOT

38.000

\$315.78

06-123-07-376-001-0

4" CONC R-R 38.00SF @ \$8.31 = \$315.78

PROPERTY ADDRESS

NUMBER OF SQUARES 1.5 FRED LARRY SEIBEL & PATRICIA A SEI

8301 015 AV

MAIL TO ADDRESS

FREDERICK L & PATRICIA SEIBEL

8301 15TH AVE

KENOSHA, WI 53143-6311

LEGAL DESCRIPTION

LOT 32 SUNNYDALE ESTATES PT SW 1/

7 T 1 R 23 D0C#1230970

PARCEL NUMBER LOT 06-123-07-377-030-0

26.500

\$220.22

PROPERTY ADDRESS

WAYNE R & SHARON TAYLOR 8445 015 AV

MAIL TO ADDRESS WAYNE R & SHARON TAYLOR 8445 15TH AVE KENOSHA, WI 53143-6344

4" CONC R-R 26.50SF @ \$8.31 = \$220.22 NUMBER OF SQUARES 1

LEGAL DESCRIPTION

SW 1/4 SEC 7 T 1 R 23 HIGHLAND PA

UNIT 2 BLK 5 LOT 19

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER

LOT

175.000

\$1,454.25

06-123-08-227-003-0

4" CONC R-R 150.00SF @ \$8.31 = \$1246.50 6" CONC R-R 25.00SF @ \$8.31 = \$207.75

PROPERTY ADDRESS THEODORE W & SALLY K SCHNEIDER REV NUMBER OF SQUARES 7

7521 003 AV

MAIL TO ADDRESS

THEODORE W & SALLY K SCHNEIDER

7521 3RD AVE

KENOSHA, WI 53143-6070

LEGAL DESCRIPTION

LOTS 38 & 39 SHORELAND PARK SUB P /4 SEC 8 T 1 R23 D0C#1154401 D0C

19

PARCEL NUMBER

LOT

75.810

\$629,98

06-123-18-202-041-0

6" DRV APP 75.81SF @ \$8.31 = \$629.98 NUMBER OF SQUARES

PROPERTY ADDRESS

MICHAEL J & ALYSSA C VINCENT

8528 016 AV

MAIL TO ADDRESS MICHAEL J & ALYSSA C VINCENT

8528 16TH AVE

KENOSHA, WI 53143-6406

LEGAL DESCRIPTION LOT 35 BLK 13 HIGHLAND PARK SUB U PRT NW 1/4 SEC 18 T 2 R 23 DOC# 1 DOC#1536569 DOC#1714836 D

7076 DOC#1722002

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

RUN DATE: 03/05/24 FOR PROJECT: 23-128

ASSESSED S.F./LN.

TOTAL ASSESSMENT

PARCEL NUMBER 06-123-18-203-003-0 LOT

57.000

\$473.67

PROPERTY ADDRESS

4" CONC R-R 57.00SF @ \$8.31 = \$473.67 NUMBER OF SOUARES 2

MELISSA M PUIDOKAS 8527 016 AV

MAIL TO ADDRESS MELISSA M PUIDOKAS 8527 16TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION LOT 3 BLK 14 HIGHLAND PARK SUB UN T NW 1/4 SEC 18 T 1 R 23 DOC #99 DOC#1008637 DOC#1195676 D 1400 DOC#1598729 DOC#1637065 DO 547

PARCEL NUMBER 06-123-18-228-018-0

LOT

210.800

\$1,751,75

PROPERTY ADDRESS KATHLEEN M CHAPMAN

4" CONC R-R 75.00SF @ \$8.31 = \$623.25 6" CONC R-R 50.00SF @ \$8.31 = \$415.50

8624 018 AV

6" DRV APP 85.80SF @ \$8.31 = \$713.00

NUMBER OF SQUARES 5

MAIL TO ADDRESS KATHLEEN M CHAPMAN 8624 18TH AVE KENOSHA, WI 53143

LEGAL DESCRIPTION NW 1/4 SEC 18 T1 R23 HIGHLAND PARK UNIT 4 BLK 10 LOT 18 V1556 P181 6018 DOC#990041 DOC#1954492 DOC 95 TOD

STREET TOTAL

9,103.31 \$75,648.58

PAGE 38

GRAND TOTALS PARCELS 84 FOOTAGE 9,103.310 TOTAL COST \$75,648.58

PAGE 39







March 7, 2024

To: Jack Rose, Chairperson, Public Works Committee

From: Gregory J. Boldt, PE

Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 23-1010 Pavement Markings

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by Brickline, Inc., Madison, WI. This project consisted of reinstalling epoxy pavement markings throughout the City including cross-walks, white and yellow 4-inch and 8-inch lane lines, white 18-inch stop bars, turn arrows, words, and bike symbols.

It is recommended the project be accepted in the final amount of \$174,331.33. Original contract amount was \$173,472.25 plus \$25,927.75 for contingency for a total of \$199,400. Funding was from CIP Line IN-09-002.





March 5, 2024

To: Jack Rose, Chairperson, Public Works Committee

From: Brian Cater, PE

Director of Public Works

RE: Bulky Solid Waste Removal Contract

Background

Over the last three years the Public Works Waste Division has seen an increase in bulk complaints each year from 3,000 in 2021 to nearly 4,500 in 2023. Bulk waste is considered a complaint when the bulky solid waste is placed at the curb without scheduling a pickup or not following the placement rules as defined in Ordinance 5.06. As a comparison, Public Works received 16,178 scheduled bulk pickups in 2023. Scheduled bulk is the equivalent of residents and property owners following the rules of the Ordinance. In 2023, nearly 22% of all bulky solid waste collections arose from residents and property owners not following the rules.

When bulky solid waste is scheduled properly, the collections will coincide with the day and route of normal garbage and recycling collection. This helps us be efficient and timely with our bulky solid waste collections. When bulk is placed at the curb without proper scheduling, we have no control over where the collection points are on any given day. Collection points could be scattered all over the City eliminating any efficiencies gained by an orderly collection system, wasting valuable staff time, increasing wear and tear on vehicles, and decreasing timely removal.

Enforcement of the ordinance has been lacking due, in part, to lack of staff availability and the desire for the bulky solid waste placed at the curb to be cleaned up as quickly as possible. With limited enforcement, we are seeing the numbers of non-compliance bulk rise. In order to address both the enforcement issue and have the bulky solid waste removed as quickly as possible, we have put this contract in front of you asking for your support.

As part of an RFP process where 4 different companies proposed on the Bulky Solid Waste Removal Services RFP, Woods Can Do It is the recommended contractor. The selection was based on each contractor's:

- Current and anticipated workload
- Equipment and Implement Inventories
- Evidence of Requisite Insurance Coverage
- Proof of Solid Waste Transporter License from WisDNR
- References
- Cost

Woods Can Do It satisfactorily met all these requirements and was the lowest cost proposal at \$75 per hour. The hourly rates ranged from \$75 to \$210 per hour.

Under this contract, the following procedure will be followed:

- Once Public Works receives a bulk complaint, we will inspect the complaint and post the necessary 24 hour cleanup notice. We will document the placement of the notice on the bulk as well as at the door of the residence.
- After 24 hours, we will reinspect. If reinspection results in refusal of the property owner to clean up properly, we will contact Woods Can Do It (Contractor) and give them 24 hours to collect the bulky solid waste.
- The Contractor will then be responsible for the collection and proper disposal of the bulky solid waste. The Contractor will also be responsible for documenting the site with before and after pictures and documentation of the proper disposal. Their documentation will be such that they are able to invoice the city at their hourly rate plus disposal fees per property.
- We will pay the Contractor, then pass their cost plus an \$100 administrative fee on to the property owner as a special charge. If not paid, the special charge will be rolled onto the property owners tax role.

Recommendation:

Approval to allow the Director of Public Works to enter into contract with Woods Can Do It for Bulky Solid Waste Removal Services.

BULKY SOLID WASTE REMOVAL SERVICES AGREEMENT

By and Between

THE CITY OF KENOSHA WISCONSIN A Municipal Corporation

And ...

WOODS CAN DO IT A Wisconsin Company

THIS AGREEMENT, made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and WOODS CAN DO IT, organized and existing under the laws of the State of Wisconsin, whose principal place of business is located at 6723 21st Avenue, Kenosha, Wisconsin 53143, herein referred to as "Contractor".

WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

- 1. **CONTRACTOR SERVICES.** The Contractor must furnish all supervision, labor, equipment, tools, materials and supplies, as necessary to provide property maintenance services specifically requested by the City. Those services include:
 - a. Bulky solid waste must be removed within twenty-four (24) hours upon

receiving a service request from a Public Work Department representative. Waste collected must be hauled to and dumped appropriately at a certified commercial site. The service request will come after the City provides the property owner a 24-hour clean-up notice for noncompliance. The anticipated volume of bulky solid waste collected will be variable throughout the year and per day. The City cannot guarantee a minimum or maximum volume of bulky solid waste per day or week.

- b. Bulky Solid Waste Items include, but are not limited to (Definitions as per Ordinance 5.06 Curbside Waste and Recycling Collection and Removal):
 - i. Bulky Solid Waste
 - ii. Major Appliances
 - iii. Recyclable Materials
 - iv. Televisions
 - v. Waste Tire
- c. Items not considered Bulky Solid Waste and will not be picked up included, but not limited to (Definitions as per Ordinance 5.06 Curbside Waste and Recycling Collection and Removal):
 - i. Auto Fluids
 - ii. Biological Waste
 - iii. Brush
 - iv. Clean Concrete
 - v. Cleaning Products

- vi. Garden Chemicals
- vii. Household Hazardous Waste
- viii. Infectious Waste
- ix. Paint Products
- x. Pathological Waste
- xi. Pharmaceuticals
- xii. Radioactive Waste
- xiii. Sharps
- xiv. Waste Oil
- xv. Yard Waste.
- 2. **DUE CARE:** The Contractor is expected to exercise due caution and due care to prevent damage to public right-of-way and private property. Any and all damages to property, including landscape damage, that is sustained in the course of service, as determined by the Department of Public Works, shall be repaired and restored by the Contractor at no additional cost to the City. Any damage to private property shall be immediately reported to the Department of Public Works representative.
- 3. **COMPLIANCE WITH ALL RULES AND REGULATIONS**. All work performed under this Agreement will be in strict accordance with City specifications, terms, conditions, waste removal and hauling standards and all applicable City Ordinances.
- 4. **TESTIMONY:** If necessary for the City, the Contractor will testify in all hearings to include court proceedings. Payment shall be in accordance with section 10 of this agreement
- 5. **REQUIRED DOCUMENTATION:** The Contractor shall document all of the bulky

solid waste removed. Documentation must include:

- a. Pre and post bulky solid waste removal photographs. These photographs are meant to clearly illustrate the task and that the task was completed. Monthly, or at an interval agreed upon with the Department of Public Works representative, all photos shall be provided to the Department of Public Works on a hard-drive, thumb drive, shared drive, or other methods. Picture will be provided with the following requirements and information:
 - i. Digital
 - ii. Color
 - iii. Date and Time Stamp
 - iv. Property Address
 - v. Number of Waste Tires Collected
 - vi. Number and Type of Appliances Collected
 - vii. Approximate Volume of Bulky Solid Waste Collected
 - viii.General Contents Description
- b. Contractor must provide proof of disposal at a certified commercial disposal site.
- c. For work done pursuant to this Agreement, Contractor must provide a separate invoice for each property detailing hours worked, disposal fees, and volume of material removed. This information must be in suitable form and sufficiency to enable the City to bill and subsequently specially charge property owners of properties benefited by the work performed by Contractor. Invoices for

work provided pursuant to this Agreement must be provided per Section 7 of this Agreement.

- 6. **PAYMENT:** Payments will be made by the City after receipt of an invoice from the Contractor. Payment for bulky solid waste removal services will be a set fee per hour plus disposal fees associated with the collection, removal, and proper disposal. The set fee per hour includes all contractor costs not including the disposal fee. Contractor hourly rate includes, but not limited to, project management, labor, equipment, fuel, tools, materials, supplies, and other incidentals to perform the work. The hourly rate is not dependent on the size of the crew. Hourly charges will be Seventy-Five dollars and zero cents (\$75.00). The hourly rate will be calculated as follows:
 - a. The hourly rate will start when the Contractor arrives at the property and end when the Contractor leaves the disposal site.
 - b. If multiple properties are picked up prior to the hauling to the disposal site, Contractor shall record time to include:
 - i. Actual Time spent at each property
 - ii. Drive time between properties (Split between properties)
 - iii. Drive time to disposal site (Split between number of properties collected)
 - c. If multiple trips are made to the disposal site on a single day, the time from leaving the disposal site to the next property should be split between all properties collected during the day.
 - d. Disposal Fees include actual disposal fees charged by the disposal site.

The disposal fees should be divided as equitably as possible between properties based on the volume of bulky solid waste removed from each property.

- 7. **INVOICING**: Invoicing will be sent to the City of Kenosha, Public Works Department, Waste Division, Attention: Ryan Helton, 625-52nd Street, Room 305, Kenosha, Wisconsin 53140. The Contractor shall provide invoices as follows:
 - a. One invoice per property. If multiple properties are collected in one load, the disposal fees should be proportionately split by volume of waste collected between properties.
 - b. If more than one property is collected in one load the hourly rate for time spent for traveltime for disposal shall be prorated per property.
 - c. Pre and Post Photos of the property pursuant to section 5 of this agreement..
 - d. Contractor Name, address, telephone number, and name of primary contact.
 - e. Bulky solid waste removal property address
 - f. Date bulky solid waste removal operations occurred
 - g. Volume of bulky solid waste removed per property with associated disposal fees
 - h. Contractor hours spent at property with associated hourly rate.
 - i. Total Cost for waste removal operations.
- 8. **TERM:** The Contract term shall commence on March 19, 2024 and include all time up to and including December 31, 2024. If mutually agreeable to both parties, this contract may be

extended for an additional two years, awarded in one (1) year increments starting January 1st of the extended year to December 31st of same year. Upon concurrence to extend Agreement, Contractor would be allowed an increase under this contract of an increase commensurate with the Consumer Price Index for Urban Consumers, Midwest Region for December or a guaranteed increase of no less than two percent (2%) or a maximum increase of four percent (4%).

- 9. **INSURANCE:** Contractor prior to performing work and during the Term must carry the insurance policies in the following minimum limits, which must be written and enforceable in accordance with the laws of the State of Wisconsin and having a minimum AM Best Financial Strength Rating of A or better with the following limits:
 - a. Commercial General Liability
 - i. Bodily Injury
 - 1. \$1,000,000.00 Each Occurrence
 - 2. \$2,000,000.00 Aggregate
 - b. Automobile Liability (owned, non-owned, leased)
 - i. Combined Single Limit of \$1,000,000.00
 - c. Worker's Compensation: Statutory Limits
 - i. Employer's Liability
 - 1. \$100,000.00 Each Accident
 - 2. \$100,000.00 Disease, Each Employee
 - 3. \$500,000.00 Disease, Policy Limit
 - d. Umbrella Liability
 - i. \$2,000,000.00 over the primary insurance coverages listed above.

e. Certificate of Insurance

i. The insurance required herein must be primary and noncontributory. A Certificate of Insurance must be issued to the City. Said insurance coverage must be verified by a Certificate of Insurance issued to City, which must provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the City for all insurance policies comparable to those covering Contractor's obligations hereunder are enacted which adopt or increase the minimum insurance requirements, City reserves the right to reasonably increase the minimum liability insurance requirements. Contractor must comply with said request or be considered in material default.

f. Additional Insured

i. City of Kenosha shall be named as an additional insured with respect to coverage required by 5(a), 5(b), 5(c), and 5(d) listed above and City of Kenosha shall be provided with the endorsement certifying that City of Kenosha is an additional insured with respect to said policies.

g. Insurance Compliance

i. Each of the insurance limits listed above must be met. The City reserves the right to reject any Contract, which does not meet each of the insurance limits listed above.

- 10. **PAYMENT (TESTIMONY):** City will pay Contractor an hourly fee of Thirty dollars and zero cents (\$30.00) per hour, prorated as necessary, in the event that Contractor's testimony is necessary. The hourly rate applies to reasonable travel time, preparation time with the City's attorneys, wait time in court, and actual time of testifying.
- 11. **PAYMENT TERMS**: Payment is due from the City within Thirty (30) days of the invoice receipt by the City from the Contractor. For purposes of this Section 11, "receipt" means actual possession by the party.
- 12. WISCONSIN PUBLIC RECORDS LAW: Both Parties understand that City and Contractor are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Contractor under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so constitutes a material breach of this Agreement.
- 13. INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION: Contractor acknowledges that it is an independent Contractor and that its employees and agents are not the employees of the City for purposes of Workers and Unemployment Compensation or any other purpose. Contractor is responsible for Workers and Unemployment Compensation with respect to its employees. Contractor must provide all necessary labor, equipment, tools, materials and supplies necessary to carry out the obligations of this Agreement.
- 14. **PERFORMANCE.** All property maintenance services are subject to inspection by the

City. Upon such inspection, should it be discovered that Contractor has not fulfilled their obligation under this Agreement and terms, conditions and specifications of proposal contained herein, City reserves the right to terminate this Agreement upon forty-eight (48) hour notice for any breach thereof. In the event Contractor fails to perform any provision of this Agreement, City must notify the Contractor in writing, of the alleged breach, and in the event that the Contractor has not commenced with proper action to correct deficiencies within a forty-eight (48) hours after notification, this Agreement may be terminated by City forthwith. Should the Contractor not fulfill the obligations set forth in this Agreement, the City reserves the right to perform the work with City crews and charge the Contractor the actual cost for the work, plus an administrative fee of seventy-dollars (\$70.00) per property.

- 15. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to defend, indemnify and hold harmless the City, and its officers and employees, against any or all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as result of any act or omission of Contractor or its officers, employees, or agents, or as a result of Contractor failing to abide by terms of this Agreement.
- 16. **OFFSET.** City may withhold from any payment due and owing Contractor, an amount sufficient to cover any loss or cost incurred by City as a result of any breach of this Agreement by Contractor, to include, but not be limited to property damage or loss.
- 17. **ASSIGNMENT**. The Contractor shall not assign this Agreement to any other person or entity without the consent of the City.
- 18. LAWS, RULES AND REGULATIONS. Services under this Agreement must be

performed in accordance with applicable Federal, State, and City laws, rules and regulations.

- 19. **AMEND IN WRITING.** This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.
- 20. **NOTICE.** Any notice required to be given to any party to this Agreement must be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice is effective as of the date of delivery, if by hand, or mailing, if by certified mail.
- 21. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.
- 22. **ENTIRE AGREEMENT**. This Agreement shall constitute the full and complete Agreement of the parties and it shall supersede all prior written or oral agreements, statements or understandings. The parties acknowledge there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
- 23. **HEADINGS.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 24. **LAW GOVERNING.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.
- 25. **SEVERABILITY**. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall

remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

- 26. **CONSTRUCTION.** This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an Agreement against a draftsman shall not apply to this Agreement and neither party has any rights under such doctrine.
- WAIVER. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

If to Public Works:

Director of Public Works

Municipal Building, Room 305,

625 - 52nd Street,

Kenosha, Wisconsin 53140

with copies to:

City Attorney

Municipal Building, Room 201

625 - 52nd Street

Kenosha, Wisconsin 53140

If to Contractor:

Woods Can Do It

6723 - 21st Avenue

Kenosha, Wisconsin 53143

28. REPRESENTATION OF AUTHORITY TO ENTER INTO

AGREEMENT. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

DIRECTOR OF PUBLIC WORKS

	BY:
	Brian Cater, PE, Director of Public Works,
STATE OF WISCONSIN)	
:SS. COUNTY OF KENOSHA)	
2024,—, Director of Public Works	me this day of, is, to me known to be such Director of Public they executed the foregoing instrument as such its authority.
	Notary Public, Kenosha County, WI.
	Notary Public, Kenosha County, W. MyCommission expires/is:

CONTRACTOR NAME

BY: Novelle Woods

Date: 3/7/24

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Notary Public, Kenosha County, WI.
My commission expires/is: 01/3/20

Drafted By: MATTHEW J. RICHER Assistant City Attorney

Document Number	QUIT CLAIM DEED STATE OF WISCONSIN	
Kenosha, Grantee. Gra	tween City of Kenosha, Grantor; and City of antor quit claims to Grantee the following n the City of Kenosha, Kenosha County, State of	
See Attached Legal I	Description	
		Recording Area
		Name and Return Address:
		Department of City Development 625 52nd Street Room #308 Kenosha, WI 53140
Dated this day of _	, 2024	09-222-36-309-001 09-222-36-376-001 Parcel Identification Number (PIN)
	Sign	n
	Prin	t Name
	Per	Acknowledgement te of Wisconsin } } ss County } resonally came before me this day of, 2024 the above named to me known be the person(s) who executed the foregoing
This is always and as		trument and acknowledge the same
This instrument was di Michael Callovi, Depa	artment of City Development Not	ary Public, State of Wisconsin.

Part of FLYNN SUBDIVISION, a plat of record and on file at the Kenosha County Register of Deeds Office on June 11, 1915, per Plat No. 1880 and per Document No. 96733; ALSO part of H.L. BULLAMORE'S SUBDIVISION, a plat of record and on file at the Kenosha County Register of Deeds Office on November 19, 1910, per Plat No. 670 and per Document No. 82981, both SUBDIVISIONS, lying and being the Southwest Quarter of Section 36, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

The North Half of a 50 foot right of way (vacated 56 th Street), lying southerly and adjacent to the south line of Lot 7 of the aforesaid H.L. BULLAMORE'S SUBDIVISION. Containing 3,400 square feet, more or less.

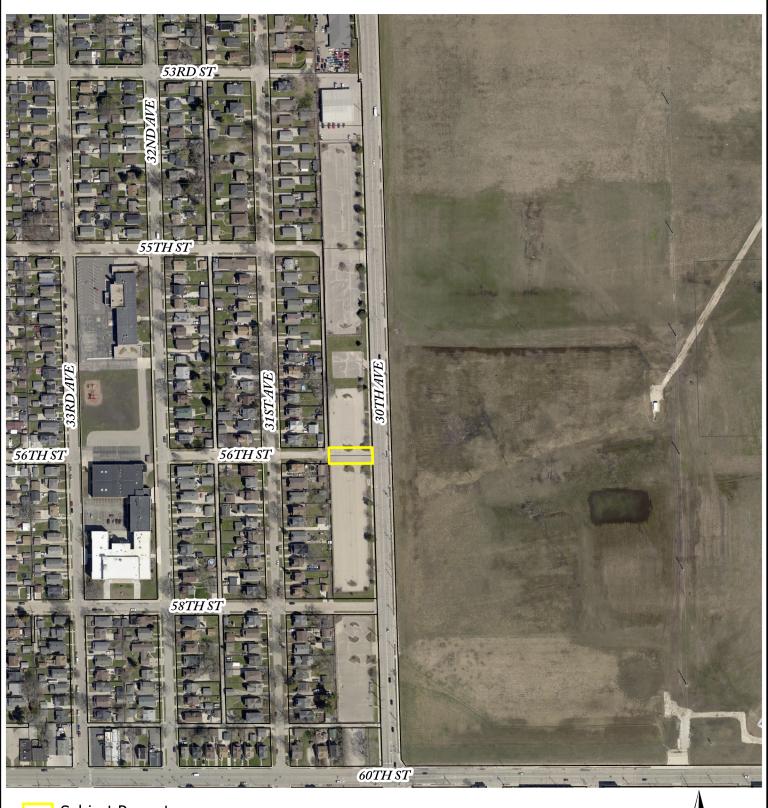
Part of H.L. BULLAMORE'S SUBDIVISION, a plat of record and on file at the Kenosha County Register of Deeds Office on November 19, 1910, per Plat No. 670 and per Document No. 82981, lying and being the Southwest Quarter of Section 36, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

The South Half of a 50 foot right of way (vacated 56 th Street), lying northerly and adjacent to the north line of Lot 8 of the aforesaid H.L. BULLAMORE'S SUBDIVISION. Containing 3,400 square feet, more or less.

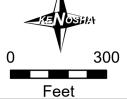
The above described to be used for public right-of-way purposes.

City of Kenosha

Vicinity Map City of Kenosha 56th Street ROW Dedication



Subject Property





CITY PLAN COMMISSION Staff Report - Item #8

Thursday, March 7, 2024 at 5:00 pm Municipal Building 625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Committee on Public Works - To Vacate An Alley East of 7th Avenue between 54th and 55th Street. (JV Enterprises, LLC/Siel) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Siel, District 2, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council. The Vacation has been initiated by Petition. A Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified via mail. A Class III Notice will be published for the Common Council public hearing

LOCATION AND ANALYSIS:

Site: Alley located east of 7th Avenue between 54th and 55th Street

- 1. A petition has been filed by the abutting property owner to vacate this alley. The City owns the balance of the abutting frontage. The existing alley right-of-way is paved.
- 2. The purpose of the vacation is to facilitate the development of the entire block as a part of the Kenosha Harbor District project.
- 3. The existing alley right-of-way is twenty (20') feet wide. The land would be deeded equally to abutting property owners, but the site will eventually be combined into one lot when the project develops on the block.
- 4. City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

A recommendation is made to approve the vacation, subject to the recording of all required Easements.

Brian R Wilke, AICP Development Coordinator

Rich Schroeder, Deputy Director

RESOLUTION TO VACATE AN ALLEY EAST OF 7TH AVENUE BETWEEN 54TH AND 55TH STREET DISTRICT 2 [JV ENTERPRISE, LLC / SIEL]

Document Number

Document Title

Please see attached:

This space is reserved for recording data

Return to

Department of City Development 625 52nd Street, Room 308 Kenosha, WI 53140

Parcel Identification No.(s)

CITY OF KENOSHA	12-223-31-404-001
JV ENTERPRISE, LLC	12-223-31-404-003
CITY OF KENOSHA	12-223-31-404-004
CITY OF KENOSHA	12-223-31-404-005
CITY OF KENOSHA	12-223-31-404-006

BY: COMMITTEE ON PUBLIC WORKS

RESOLUTION TO VACATE AN ALLEY EAST OF 7TH AVENUE BETWEEN 54TH AND 55TH STREET DISTRICT 2 [JV ENTERPRISE, LLC / SIEL]

WHEREAS, the public interest requires the vacation of an alley located east of 7th avenue between 54th street and 55th street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, an alley located east of 7th avenue between 54th street and 55th street, legally described on attached Exhibit A and shown on attached Exhibit B ("Area"), be and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as "Utilities"), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Utilities shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or be entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by Utilities to effectively use their easements, although Utilities shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights.

IT IS FURTHER RESOLVED that the Area is vacated subject to any municipal and zoning ordinances.

IT IS FURTHER RESOLVED that the Area vacated will belong to the abutting property owners according to law.

BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha

Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopte	ed this day of		, 2024.
ATTEST:	MICHELLE L. NELSON, C	Date: City Clerk/Treasurer	
APPROVED	: JOHN M. ANTARAMIAN,	Date: Mayor	
COUNTY OF	VISCONSIN) :SS F KENOSHA)		
Wisconsin, a said municipa	municipal corporation to n	ne known to be such Mayo edged to me that they exect	, 2024 asurer, of the City of Kenosha or and City Clerk/Treasurer o uted the foregoing instruments
		Print Name: Notary Public, Kenosha C My Commission expires/is	ounty, WI.

Drafted By: MATTHEW A. KNIGHT City Attorney

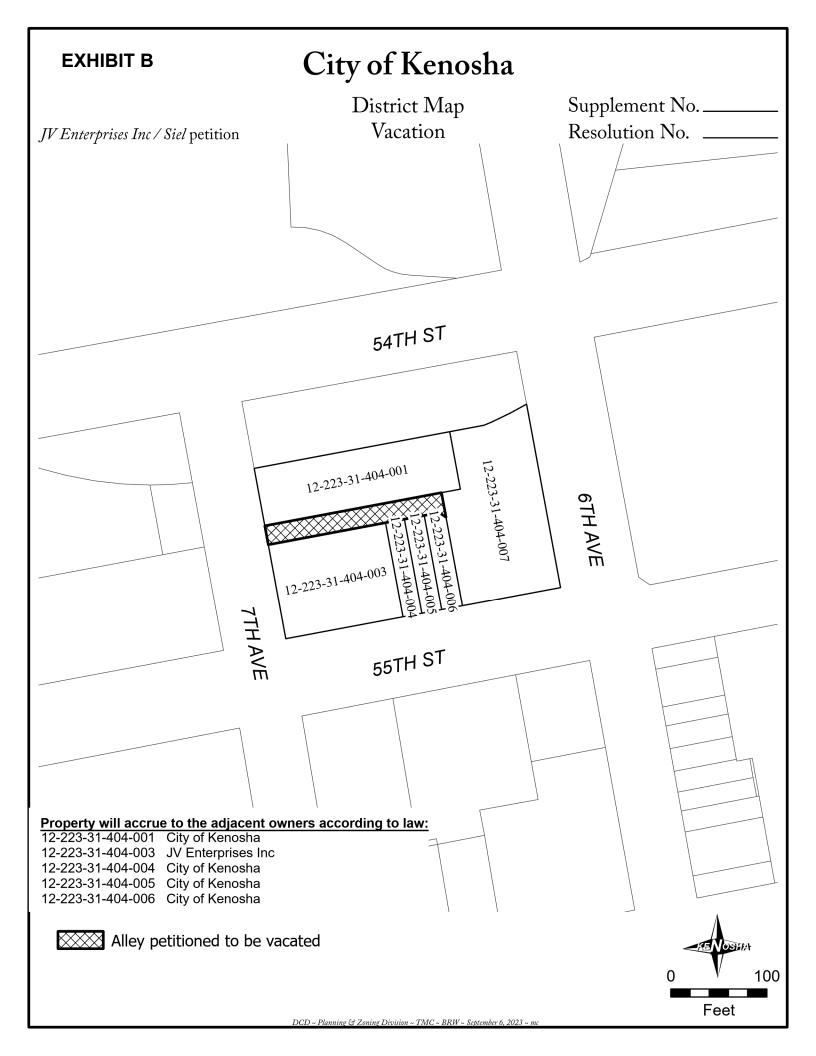
EXHIBIT A

LEGAL DESCRIPTION

A 20-foot Public Alley running 187' more or less, Easterly from 7th Avenue through Block 14

Part of Block 14 in the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Register of Deeds Office, on March 5, 1889, per Document Number SP3 and per Plat Number 5276; ALSO being part of the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of 55th Street and 7th Avenue; thence N10°29′35″W along and upon the east line of 7th Avenue, 100.00 feet and to the south line of a 20 foot public alley and the point of beginning; thence continue N10°29′35″W along and upon the east line of said 7th Avenue, 20.00 and to the north line of said 20 foot public alley; thence N79°22′57″E along and upon said north line, 187.22 feet; thence S10°29′35″E parallel to the west line of 6th Avenue, 26.00 feet; thence N55°33′21″W 8.48 feet and to the south line aforesaid 20 foot public alley; thence S79°22′57″W along and upon said south line, 181.22 feet and to the point of beginning. Containing 3,762 square feet, more or less. Subject to easements or restrictions of record.





TO: Mayor Antaramian and Members of the Common Council

CONSENT PETITION TO VACATE AN ALLEY

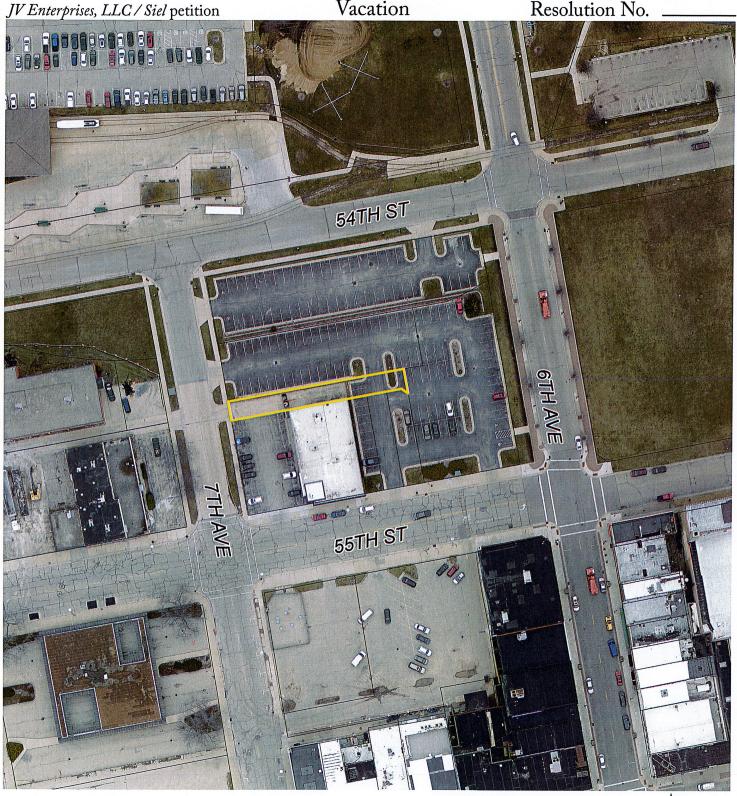
We, the undersigned adjoining property owners, do hereby consent and concur in the request to have the alley east of 7th Avenue between 54th and 55th Streets vacated as set forth on the attached map.

DATE	OWNER	ADDRESS	PHONE NUMBER
JAN 24, 2024	SV ENTERLORISES, LIC	8-909 N. PORTUBALISTO	180 934-1718
	/		

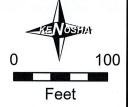
Marcha Da Marcha Maroer

City of Kenosha

District Map Vacation Supplement No. V1-24
Resolution No.



Alley petitioned to be vacated



LIS PENDENS STATE OF WISCONSIN

Document Number

Document #: **1959804**

Date: 2024-02-23 Time: 9:08 AM Pages: 1 Fee: \$30.00 County: KENOSHA State: WI REGISTER OF DEEDS: JOELLYN M. STORZ

PLEASE TAKE NOTICE that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in the alley located East of 7th Avenue Between 54th and 55th Streets more particularly described as:

A 20-foot Public Alley running 187' more or less, Easterly from 7th Avenue through Block 14

Part of Block 14 in the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Register of Deeds Office, on March 5, 1889, per Document Number SP3 and per Plat Number 5276; ALSO being part of the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of 55th Street and 7th Avenue; thence N10°29'35"W along and upon the east line of 7th Avenue, 100.00 feet and to the south line of a 20 foot public alley and the point of beginning; thence continue N10°29'35"W along and upon the east line of said 7th Avenue, 20.00 and to the north line of said 20 foot public alley; thence N79°22?57?E along and upon said north line, 187.22 feet; thence S10°29'35"E parallel to the west line of 6th Avenue, 26.00 feet; thence N55°33'21"W 8.48 feet and to the south line aforesaid 20 foot public alley; thence S79°22"57"W along and upon said south line, 181.22 feet and to the point of beginning. Containing 3,762 square feet, more or less. Subject to easements or restrictions of record.

Recording Area

Name and Return Address: Brian Wilke City Development 625 52nd Street - Room 308 Kenosha, WI 53140

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Parcel Identification Number (PIN) 12-223-31-404-001, 12-223-31-404-003, 12-223-31-404-005, 12-223-31-404-006

Dated at Kenosha this 2/st day of February, 2024

Rich Schroeder, Deputy Director, City Development

Personally came before me this 2/5½ day of February, 2024, Rich Schroeder, Deputy Director of City Development and acknowledged to me that he executed the foregoing instrument as such Deputy Director of City Development of the City of Konocha by its authority.

Kenosha by its authority.

Laurie Bauman

Notary Public, Kenosha County, Wisconsin

My commission expires: <u>Aug. 23, 2021</u>

Drafted By: Brian Wilke, Department of City Devet



CITY PLAN COMMISSION Staff Report - Item #13

Thursday, March 7, 2024 at 5:00 pm Municipal Building 625 52nd Street – Room 202 – Kenosha, WI 53140

Development Agreement between the City of Kenosha, the Kenosha Water Utility, and 38th Street, LLC for Development Phases, II, III and IV. (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Dominic Ruffalo, District 16, has been notified. The Common Council and the Board of Water Commissioners are the final review authorities upon recommendation of the City Plan Commission, Public Works Committee and Storm Water Utility Committee.

LOCATION AND ANALYSIS:

Site: Uline Phase II, III and IV located west of 128th Avenue, north and south of 38th Street

- 1. This agreement would cover the next 3 phases of the Uline Development. The developer will be responsible for reconstructing 38th Street and install utilities from 128th Avenue to just west of CTH UE.
- 2. The City as part of a TID will reconstruct 128th Avenue from 38th Street to 60th Street. The Developer will also contribute \$2 million towards additional street improvements that may be required in the future.

RECOMMENDATION:

A recommendation is made to approve the agreement.

Rich Schroeder, Deputy Director

Document Number	DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENOSHA, THE KENOSHA WATER UTILITY AND 38TH STREET, LLC FOR DEVELOPMENT PHASES II, III AND IV Document Title	
Nullibel	Document Title	
		This space is reserved for recording data Return to:
		Attorney Matthew A. Knight Office of the City Attorney 625 52 nd Street, Room 201 Kenosha, WI 53140
		Parcel Identification Numbers
		parcel # 08-221-25-252-041
		08-221-25-351-200 08-221-25-351-101
		08-221-25-351-400
		08-221-25-351-105

DEVELOPMENT AGREEMENT

Between

THE CITY OF KENOSHA, WISCONSIN A Municipal Corporation

And

THE KENOSHA WATER UTILITY A Municipal Water Utility

And

38TH STREET, LLCA Delaware Limited Liability Company

This Development Agreement, ("Agreement") effective as of the last date of execution (the "Effective Date") 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 Wisconsin Statute § 66.0805 ("Utility"), and 38th Street, LLC, a Delaware limited liability company, with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin 53158 ("Developer"), collectively referred to as the Parties.

WITNESSETH:

Whereas, the Developer is the owner of approximately 334 acres of real estate, which is legally described on attached Exhibit A as the "Total Development Real Estate," which is now in the City of Kenosha.

Whereas, Developer intends to develop the Total Development Real Estate in four (4) separate Phases, which are approximately shown on $\underline{\text{Exhibit D}}$ (each, a "Phase"); and,

Whereas, Developer entered into an Agreement with the City entitled "Development Agreement Between the City of Kenosha and 38th Street, LLC," which was recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1948890 (the "Phase I Development Agreement"), to permit the development of Phase I, as defined therein, of the Total Development Real Estate, which is hereinafter referred to as the "Phase I Land," or "Phase I," on Exhibit A, and which also included some limited work on the Phase IV Land, as defined on Exhibit A, to support the Phase I Land, but not to allow construction of a building on the Phase IV Land; and,

Whereas, an area of the Total Development Real Estate shown on Exhibit D as Phase IV, and defined as "Phase IV" or the "Phase IV Land" on Exhibit A, was necessarily involved in the development of Phase I, either because it is currently part of the same tax parcel and was included in the First CSM defined below, or is needed for certain grading and stormwater work on the Phase IV Land to serve the Phase I Land although the Phase I Development Agreement does not permit the Developer to construct buildings or otherwise use the Phase IV Land other than for the approved work permitted pursuant to the Conditional Use Permit approval in the Phase I Development Agreement; and,

Whereas, the Phase I Development Agreement contemplated that Developer would be required to enter into a subsequent Development Agreements with the City to permit the development of the Phase II Land, the Phase III Land, and the Phase IV Land (except for the limited work on the Phase IV Land to support the Phase I Development, which included mass grading, the construction of detention basins, temporary drainage work, and stabilization of soil berms with a permanent cover including temporary or permanent berms defined by an approved Conditional Use Plan Review for the Phase I Land); and

Whereas, in connection with the Phase I Development Agreement, the Phase I Land and the Phase IV Land were combined into one parcel, becoming Lot 1 ("Lot 1") of Certified Survey Map No. 3051, as shown on the certified survey map attached as Exhibit B (the "First CSM") and as more particularly described on Exhibit A; and

Whereas, in connection with the Phase I Development Agreement, and in order for the Developer to develop the Phase I Land for industrial purposes, the Developer secured, for Lot 1, a conditional use permit, which was recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1949101 (the "first conditional use permit" or "First CUP"); the First CUP for Lot 1 is attached hereto as Exhibit C; and, a condition of which is execution of the Phase I Development Agreement and the recording of the Restrictions related to the First CUP, which were recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1948889 ("First Restrictions"); and,

Whereas, the Developer wishes to develop the remainder of the Total Development Real Estate, in the Phases identified on Exhibit A, (each, a "Phase"), with this Agreement intending to control all of the remaining development, and requiring, for each Phase, a new or amended Certified Survey Map (unless that Phase has already been created as a separate parcel under a prior Certified Survey Map), a new or amended Conditional Use Permit, and new or amended permit applications, approvals and permits to be submitted, finalized and issued by the City and the Utility, as the case may be, only for an individual Phase as identified herein; and

Whereas, attachment has been completed from the Town of Paris so all of the Phases and the Total Development Real Estate are now in the City of Kenosha; and

Whereas, no erosion control or building permits will be issued for any of Phases II, III or IV until Developer has dedicated necessary right of way for the construction of 38th Street and 128th Avenue, the 38th Street public improvement plan design (street, sanitary sewer, water facilities) has been approved by the City and Utility, as the case may be, required assurances have been posted, final approval and execution of a CSM and CUP for that Phase, (unless that Phase was already created as a separate parcel in a prior CSM), and the Development for that Phase will be subject to the conditions in the CSM and the CUP for that Phase; and,

Whereas, each Phase of the Development will include the construction of an industrial building (the "Development") hereafter referred to as "New Construction;" and,

Whereas, the industrial development of each Phase by the Developer requires the design, construction and installation of certain utility improvements (the "Utility Improvements" defined on Exhibit H), certain Street Improvements to the Adjacent Streets, (as defined on Exhibit F), certain sanitary sewerage facilities, certain water supply and distribution facilities, certain stormwater drainage facilities constructed in that Phase as required in the CUP for that Phase, and other improvements defined in Section I of this Agreement, collectively referred to as the "Public Improvements," all of which are more fully described in this Agreement and are specifically listed on Exhibits
E and H hereto; and

Whereas, the Parties acknowledge and agree that, except as otherwise provided in this Agreement, certain of the Public Improvements to be made by the Developer for that Phase pursuant to this Agreement (which are listed as the "Public Dedicated Improvements" on Exhibit E), are to be substantially completed, dedicated and Accepted by City and Utility, as the case may be, (in accordance with the Acceptance Procedure defined herein), prior to City issuance of any Certificate of Occupancy to the Developer for any New Construction within that Phase of the Development, provided however that the 38th Street Public Dedicated Improvements must be substantially completed, prior to any Certificate of Occupancy being issued for any Phase; and,

Whereas, the Phase I Land and Phase IV Land is zoned M-2 Heavy Manufacturing District, and AIR-4 Airport Overlay District Overflight at the time of execution of this Agreement; the Phase III Land is zoned A-2, Agricultural Land Holding, and Air-4 Airport Overlay Overflight, Phase II is zoned A-2, Agricultural Land Holding, Air-4 Airport Overlay District Overflight FFO Floodplain Fringe Overlay and SWO Shoreland Wetland Overlay, and the City's comprehensive plan has designated the Total Development Real Estate for Industrial development and

Whereas, although this Agreement is not intended to be a final approval of a Site Plan, certified survey map or conditional use permit, each time the Plan Commission of the City recommends to the Common Council and the Common Council approval of a certified survey map and conditional use permit for a Phase, such approval will be on the condition that the Developer has entered into this Agreement relative to the method and manner by which that Phase is to be developed subject to the requirements of this

Agreement, (including any grading, stormwater and utility work approved on adjacent Phases by the Site Plan Approval); and

Whereas, the Developer agrees to develop each Phase as provided in the certified survey map, and the conditional use permit for each such Phase, and this Agreement; and

Whereas, to the extent there are historical agreements affecting any such Phase, such agreements shall be revised in order to allow the development as identified herein; and

Whereas, to the extent the First CSM and First CUP, and their Restrictions, apply both to Phase I Land and Phase IV Land, the development of the Phase IV Land with buildings, shall require an amendment to those documents or a new CSM and CUP that apply only to the Phase IV Land buildings; and

Whereas the terms "certificate of occupancy" and "temporary certificate of occupancy" as used herein are intended to be interpreted and applied consistent with Section 8.04 of the City of Kenosha Zoning Code; and

Whereas, although this Agreement identifies that it applies to all "Phases" of the Total Development Real Estate, nothing contained in this Agreement shall apply to the development of Phase I, which shall be completely controlled by the Phase I Development Agreement.

Now, Therefore, in consideration of the mutual promises and undertakings of the Parties, the Parties agree that the Phase II Land, the Phase III Land and the Phase IV Land, will be developed as provided in the certified survey map and the conditional use permit for that Phase, and this Agreement. Whenever "for that Phase" or "for each Phase" is referenced herein, it shall mean the land for the Phase for which permits for construction of a building are being requested and the Site Plan Review Approval for that Phase.

I. IMPROVEMENTS BY DEVELOPER

A. Sanitary Sewerage Facilities

1. Developer, at Developer's cost and expense, shall design, construct and install sanitary sewerage facilities providing sanitary sewer service for each Phase, including the mains and appurtenances which are located in 38th Street between 128th Avenue and CTH UE for any public purpose, except as limited below in this section (the Developer "Sanitary Sewerage Facilities"), in accordance with Utility specifications, the conditional use permit, the certified survey map, the Sanitary Sewer Plans approved by Utility General Manager, all applicable Wisconsin Department of Natural Resources (WDNR) requirements, all applicable Federal and State environmental law, rules, and regulations, and this Agreement, collectively referred to as the "Sanitary Sewerage Requirements." Developer may

choose to perform the Sanitary Sewerage Requirements for Phases II, III and IV independent of one another or more than one Phase together at Developer's discretion. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the Sanitary Sewerage Facilities for each Phase from Utility General Manager and the WDNR prior to construction or installation of the Sanitary Sewerage Facilities for that Phase. Developer shall provide copies of all WDNR approvals to Utility upon receipt. However, notwithstanding the language above, and as identified in Exhibit H, no Sanitary Sewerage Facilities will be required in, on, or to, the east side of 136th Avenue (CTH UE), for either the Phase III or Phase IV development, and no such facilities shall be included in the definition of Sanitary Sewerage Requirements, since all facilities for those Phases will come from 38th Street or 128th Avenue; and further, there shall be no requirement to install any Utility Improvements in Phase III or Phase IV for the benefit of other surrounding or adjacent land (the "Utility Exclusion"). All Sanitary Sewerage Facilities for Phases II, III or IV and included in the 38th Street Improvements, must be installed for the issuance of occupancy permits for buildings on any of these Phases.

- 2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Sanitary Sewerage Facilities for each Phase, prior to the construction and installation of the Sanitary Sewerage Facilities for that Phase. City and Utility shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Sanitary Sewerage Facilities for each Phase.
- 3. Subject to Developer's compliance with the Sanitary Sewerage Requirements, Utility shall allow Developer to extend and connect the Sanitary Sewerage Facilities for each Phase to the sanitary sewerage facilities of Utility at Developer's cost and expense, including payment by Developer of all fees and charges required to be paid pursuant to any applicable federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement for the Sanitary Sewerage Facilities.
- 4. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional Sanitary Sewerage Facilities for each Phase without defect, damage or non-conformance with the Sanitary Sewerage Requirements for each Phase.
- 5. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the Sanitary Sewerage Facilities for each Phase required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of

- Wisconsin certifying proper compaction of Sanitary Sewerage Facilities trench backfill for each Phase in accordance with Utility specifications.
- Developer, at Developer's cost and expense, shall provide Utility with "asbuilt" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Sanitary Sewerage Facilities for each Phase. Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the Sanitary Sewerage Facilities for each Phase were designed, constructed, installed, completed, and function as intended in accordance with the Sanitary Sewerage Requirements for that Phase. The "as-built" plans shall be provided to Utility in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Certificate of Occupancy to Developer for any improvements for that Phase.
- 7. Utility shall accept the Sanitary Sewerage Facilities, according to the Acceptance Procedure, for each Phase required to be designed, constructed and installed by Developer in accordance with the Sanitary Sewerage Requirements which are located in the public rights-of-way within that Phase upon the following:
 - a. completion of the Sanitary Sewerage Facilities for that Phase in accordance with the Sanitary Sewerage Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Sanitary Sewerage Facilities for that Phase without defect, damage or nonconformance with the Sanitary Sewerage Requirements.
 - c. receipt by Utility of copies of the results of all tests and inspections of the Sanitary Sewerage Facilities for that Phase required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of Sanitary Sewerage Facilities trench backfill in accordance with Utility specifications as required pursuant to Section I.A.5. of this Agreement.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the Sanitary Sewerage Facilities for that Phase as required pursuant to Section I.A.6. of this Agreement.
 - e. payment of all fees and charges required to be paid by Developer for the Developer Sanitary Sewerage Facilities for that Phase pursuant to the Code of General Ordinances and this Agreement.

- f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
- g. certification of items a f above by Utility General Manager.
- h. acceptance by Utility Board of Water Commissioners according to the Acceptance Procedure, upon recommendation of Utility General Manager of the Sanitary Sewerage Facilities for that Phase.
- 8. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the Sanitary Sewerage Facilities for each Phase, including locate requests, unless and until the Sanitary Sewerage Facilities are accepted by Utility for that Phase, according to the Acceptance Procedure. Upon acceptance of the Sanitary Sewerage Facilities for that Phase, Utility shall have full jurisdiction and ownership of the Sanitary Sewerage Facilities located in the public rights-of-way for that Phase and be responsible for their maintenance and operation subject to the guarantee of the Developer provided in this Agreement.
- 9. The Sanitary Sewerage Facilities for each Phase shall be installed, functional and accepted by Utility according to the Acceptance Procedure, prior to City issuance of any Certificate of Occupancy to Developer for any improvements for that Phase of the Development.

B. Water Supply and Distribution Facilities

1. Developer, at Developer's cost and expense, shall design, construct, and install, water supply and distribution facilities providing water service to each Phase, including the mains and appurtenances which are located in 38th Street between 128th Avenue and CTH UE for any public purpose, (the "Water Supply and Distribution Facilities"), in accordance with Utility specifications, the conditional use permit, the certified survey map, the Water Main Plans approved by Utility General Manager, all applicable WDNR requirements, all applicable Federal and State environmental laws. rules, and regulations, and this Agreement, collectively referred to as the "Water Supply and Distribution Requirements." If required Developer may choose to perform Phase specific Water Supply and Distribution Requirements for Phases II, III and IV independent of one another or more than one Phase together at Developer's discretion. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the Water Supply and Distribution Facilities for each Phase from Utility General Manager and the WDNR prior to construction or installation of the Water Supply and Distribution Facilities for that Phase. Developer shall provide copies of all WDNR approvals to Utility upon receipt. However, notwithstanding the language above, and as identified in Exhibit H, no Water Supply and Distribution Facilities will be required in, on, or to, the east side of 136th Avenue (CTH UE), for either

the Phase III or Phase IV development, and no such utilities shall be included in the definition of Water Supply and Distribution Facilities, since all utilities for those Phases will come from 38th Street or 128th Avenue; and further, there shall be no requirement to install any Utility Improvements in Phase III or Phase IV for the benefit of other surrounding or adjacent land (the "Utility Exclusion"). All Water Supply and Distribution Facilities for either Phase II, III or IV, and included in the 38th Street Improvements, must be installed for the issuance of occupancy permits for buildings on any of these Phases.

- 2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Water Supply and Distribution Facilities for each Phase prior to construction and installation of the Water Supply and Distribution Facilities for that Phase. City and Utility shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Water Supply and Distribution Facilities for each Phase.
- 3. Subject to Developer's compliance with the Water Supply and Distribution Requirements, Utility shall allow Developer to extend and connect the Water Supply and Distribution Facilities for each Phase to the water supply and distribution facilities of Utility at Developer's cost and expense, including payment by Developer of all fees and charges required to be paid pursuant to any applicable federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement for the Water Supply and Distribution Facilities, unless such requirement is otherwise limited in this Agreement.
- 4. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional Water Supply and Distribution Facilities for each Phase without defect, damage or non-conformance with the Water Supply and Distribution Requirements for each Phase.
- 5. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the Water Supply and Distribution Facilities for each Phase required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of Water Supply and Distribution Facilities trench backfill for each Phase in accordance with Utility specifications.
- 6. Developer, at Developer's cost and expense, shall provide Utility with "asbuilt" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Water Supply and Distribution Facilities for each Phase.

Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the Water Supply and Distribution Facilities for each Phase were designed, constructed, installed, completed, and function as intended in accordance with the Water Supply and Distribution Requirements for each Phase. The "as-built" plans shall be provided to Utility in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Certificate of Occupancy to Developer for any improvements for the Phase.

- 7. Utility shall accept the Water Supply and Distribution Facilities for each Phase (according to the Acceptance Procedure), required to be designed, constructed and installed by Developer in accordance with the Water Supply and Distribution Requirements which are located in the public rights-of-way within that Phase upon the following:
 - a. completion of the Water Supply and Distribution Facilities for that Phase in accordance with the Water Supply and Distribution Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Water Supply and Distribution Facilities for that Phase without defect, damage or nonconformance with the Water Supply and Distribution Requirements.
 - c. receipt by Utility of copies of the results of all tests and inspections of the Water Supply and Distribution Facilities for that Phase required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of Water Supply and Distribution Facilities trench backfill in accordance with Utility specifications as required pursuant to Section I.B.5. of this Agreement.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the Water Supply and Distribution Facilities for that Phase as required pursuant to Section I.B.6. of this Agreement.
 - e. payment of all fees and charges required to be paid by Developer for the Water Supply and Distribution Facilities for that Phase pursuant to the Code of General Ordinances and this Agreement.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers for that Phase.
 - g. certification of items a f above by Utility General Manager for that Phase.

- h. acceptance by Utility Board of Water Commissioners (according to the Acceptance Procedure) upon recommendation of Utility General Manager of the Water Supply and Distribution Facilities for that Phase.
- 8. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the Water Supply and Distribution Facilities for each Phase, including locate requests, unless and until the Water Supply and Distribution Facilities are accepted by Utility for that Phase, according to the Acceptance Procedure. Upon acceptance of the Water Supply and Distribution Facilities for that Phase, Utility shall have full jurisdiction and ownership of the Water Supply and Distribution Facilities located in the public rights-of-way or in any easement located within that Phase and be responsible for their maintenance and operation subject to the guarantee of Developer provided in this Agreement.
- 9. The Water Supply and Distribution Facilities for each Phase shall be installed, functional and accepted by Utility prior to City issuance of any Certificate of Occupancy to Developer for any improvements for that Phase of the Development.

C. Stormwater Management Facilities

1. Developer, at Developer's cost and expense, shall design, construct and install the stormwater management facilities for each Phase, and the public rights-of-way adjoining that Phase, including storm and surface water management facilities, (the "Stormwater Management Facilities"), in accordance with City specifications, the certified survey map, conditional use permit, the Stormwater Management Plans approved by City Engineer, the Storm Sewer Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules and regulations, and this Agreement, collectively referred to as the "Stormwater Management Requirements." Note Developer may choose to perform the Stormwater Management Requirements for more than one Phase together, and City agrees to receive and process all permits necessary to complete the work permitted by the Site Plan Review approval which includes mass grading, the construction of detention basins, temporary drainage work and stabilization of soil berms with a permanent cover for an adjacent Phase. Therefore, notwithstanding anything to the contrary contained herein, Developer, upon obtaining Site Plan Approval from the Department of City Development, and prior to full CUP approval, may apply for and obtain an erosion control permit from the City to undertake mass grading of that Phase, and any needed adjacent Phase needed for that Phase, including the construction of detention basins on the adjacent Phase, temporary drainage work and stabilization of any excess soil berms with a permanent cover, after public improvement plan design for

that Phase (sanitary sewer, and water facilities, and in the case of Phase II or III, the 38th Street public improvement plans) have been approved by the City and the Utility, required assurances have been posted, and in the case of Phase II, III and IV, the right of way for the construction of 38th Street has been dedicated to the City.

- 2. Developer, at Developer's cost and expense, shall apply for and obtain a Post Construction Runoff Permit from City and shall submit to City any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance, for each Phase of the Development. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances for the City of Kenosha shall be permitted by Developer on that Phase until the Post-Construction Runoff Permit for that Phase is issued to Developer by City. which is part of the Site Plan Review approval. All land disturbing construction activities and the design, construction, installation and maintenance of the Stormwater Management Facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the Stormwater Management Requirements, the approved Stormwater Management Facilities Maintenance Agreement, and the Post-Construction Runoff Permit issued to Developer.
- 3. Developer, at Developer's cost and expense, shall prepare all plans, specifications, and calculations for all Stormwater Management Facilities for each Phase, and submit them to City Engineer for written approval which must be obtained prior to construction of the Stormwater Management Facilities for that Phase. The Stormwater Management Facilities shall comply with the performance standards set forth in Section 36.07 of the Code of General Ordinances for the City of Kenosha and the Stormwater Management Requirements.
- 4. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Stormwater Management Facilities for that Phase, prior to the construction and installation of the Stormwater Management Facilities on that Phase. City shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Stormwater Management Facilities. Developer shall provide copies of all permits and approvals to City upon receipt.
- 5. Title to all Stormwater Management Facilities, (including retention/detention basins and outlet structures,) located within a Phase, or any easements located within a Phase as shown on the approved Stormwater Management Plans and the approved Storm Sewer Plans,

shall be retained by Developer or conveyed by Developer to an owners' association approved by City (if Developer, or a closely affiliated entity, will no longer be the owner of all of the Phases). Developer, or the owners' association as the case may be, shall be responsible for the inspection, maintenance and operation of all Stormwater Management Facilities located within that Phase, in any easement located within that Phase, as shown on the approved Stormwater Management Plans and the approved Storm Sewer Plans, and shall enter into a Stormwater Management Facilities Maintenance Agreement with City for that Phase in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for their inspection, maintenance and operation. The Stormwater Management Facilities Maintenance Agreement for that Phase shall be substantially similar to the document for the Phase I Land, subject to City Staff approved changes. The Stormwater Management Facilities Maintenance Agreement shall be subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer and the Stormwater Utility Committee. The Stormwater Management Facilities Maintenance Agreement for that Phase shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of that Phase. The Stormwater Management Facilities Maintenance Agreement for each Phase shall include among its provisions the following:

- a. identification of the Stormwater Management Facilities and designation of the drainage area served by the Stormwater Management Facilities.
- b. a schedule for the regular inspection, maintenance, repair, replacement, and operation of the Stormwater Management Facilities consistent with the Stormwater Management Plan.
- c. identification of the landowner or the owners' association (if any) responsible for the inspection, maintenance, repair, replacement, and operation of the Stormwater Management Facilities.
- d. requirement that the landowner, or owners' association (if any) inspect, maintain, repair, replace, and operate the Stormwater Management Facilities in accordance with the schedule included in subparagraph b. above.
- e. authorization for City to access that Phase to conduct inspections of the Stormwater Management Facilities as necessary to determine whether they are being maintained, repaired, replaced, and operated in accordance with the Stormwater Management Facilities Maintenance Agreement.

- f. requirement that City maintain public records of the results of the inspections of the Stormwater Management Facilities, to inform the landowner or the owners' association of the inspection results, and to specifically indicate any corrective actions required to bring the Stormwater Management Facilities into proper working condition.
- g. agreement that the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the Stormwater Management Facilities be notified by City of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by City.
- h. authorization for City to perform or have performed on City's behalf, inspection, maintenance, repairs, or replacements of the Stormwater Management Facilities for that Phase, upon the failure of the landowner or owners' association to do so as directed by City and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against that Phase for the charges incurred by City in performing or having performed on City's behalf the inspection, maintenance, repairs or replacement to the Stormwater Management Facilities which are the subject of the Stormwater Management Facilities Maintenance Agreement.
- 6. Developer shall grant to City a Permanent Storm Sewer and Detention Pond Easement, substantially similar to the Easement for the Phase I Land, for the Stormwater Management Facilities located within that Phase authorizing City to inspect, maintain, repair, or replace the Stormwater Management Facilities in that Phase, in accordance with the Stormwater Management Facilities Maintenance Agreement for that Phase. The Permanent Storm Sewer and Detention Pond Easement shall be substantially similar to the one for the Phase I Land, subject to City Staff approved changes shall be subject to approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Permanent Storm Sewer and Detention Pond Easement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the land in that Phase.
- 7. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional Stormwater Management Facilities in that Phase, without defect, damage or non-conformance with the Stormwater Management Requirements.
- 8. Developer, at Developer's cost and expense, shall provide City with copies of the results of all tests and inspections of the Stormwater

Management Facilities for that Phase, required by City. Developer, at Developer's cost and expense, shall provide City with copies of the results of all density tests required by City verifying proper compaction of Stormwater Management Facilities backfill in accordance with City specifications.

- 9. Developer, at Developer's cost and expense, shall provide City with "asbuilt" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Stormwater Management Facilities for that Phase, including retention/detention basins and outlet structures. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Stormwater Management Facilities for that Phase, retention/detention basins and outlet structures, were designed, constructed, installed, completed, and function as intended in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the Stormwater Management Requirements, the approved Stormwater Management Facilities Maintenance Agreement, and the Post-Construction Runoff Permit issued to Developer. The "as-built" plans for that Phase shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the Stormwater Management Facilities from City Engineer prior to City issuance of any Certificate of Occupancy to Developer for any improvements within that Phase.
- 10. City shall accept the Stormwater Management Facilities (using the Acceptance Procedure) for that Phase required to be designed, constructed, and installed by Developer in accordance with the Stormwater Management Requirements which are located in City public rights-of-way upon the following:
 - a. completion of the Stormwater Management Facilities for that Phase in accordance with the Stormwater Management Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Stormwater Management Facilities for that Phase without defect, damage or nonconformance with the Stormwater Management Requirements.
 - c. receipt by City of copies of the results of all tests and inspections of the Stormwater Management Facilities for that Phase required by City pursuant to Section I.C.9. of this Agreement.
 - d. receipt by City of copies of the results of all density tests required by City, verifying proper compaction of Stormwater Management

- Facilities trench backfill for that Phase, in accordance with City specifications pursuant to Section I.C.9. of this Agreement.
- e. approval by City Engineer of the stamped and certified "as-built" plans of the Stormwater Management Facilities for that Phase, including retention/detention basins and outlet structures, required pursuant to Section I.C.10. of this Agreement.
- f. receipt by City of the Stormwater Management Facilities Maintenance Agreement for that Phase, for the inspection, maintenance and operation of the Stormwater Management Facilities, including retention/detention basins and outlet structures, in form acceptable to City.
- g. receipt by City of the Permanent Storm Sewer and Detention Pond Easement for the Stormwater Management Facilities for that Phase including retention/detention basins and outlet structures, located within that Phase, in form acceptable to City.
- h. payment of all fees and charges, including all engineering, inspection and administrative services, required to be paid by the Developer, for the Stormwater Management Facilities for that Phase, pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
- i. receipt of final lien waivers from all contractors, subcontractors, and suppliers for any Improvements to be dedicated to the City, or other evidence that such public Improvements are not subject to construction liens.
- j. certification of items a i above by City Engineer.
- k. acceptance by the Common Council of the City of Kenosha (using the Acceptance Procedure) upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee of the Stormwater Management Facilities.
- 11. Developer, at Developer's cost and expense, shall be responsible for the inspection, maintenance and operation of the Stormwater Management Facilities for that Phase, located within City public rights-of-way unless and until the Stormwater Management Facilities located within the City public rights-of-way are accepted by City, (using the Acceptance Procedure). Upon acceptance of the Stormwater Management Facilities located within the City public rights-of-way for that Phase City shall have full jurisdiction and ownership of the Stormwater Management Facilities located within the City public rights-of-way and be responsible for their

- maintenance and operation, subject to the guarantee of Developer provided in this Agreement.
- 12. Developer shall indemnify, defend and hold harmless City, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees (the "Damages"), which any of them may hereafter sustain, incur or be required to pay arising out of, or in any way related to, the design, construction and installation of the Stormwater Management Facilities for each Phase required by the conditional use permit, certified survey map and this Agreement, which causes storm and surface water to flow in full or part upon any public or private property (a "Triggering Event"). Upon the filing with City of a claim for Damages arising out of a Triggering Event, the City shall notify Developer of such claim, and in the event that Developer does not settle or otherwise compromise such claim. Developer shall undertake the legal defense of such claim on behalf of Developer and City and their officers, employees and agents. It is specifically agreed that City, at City's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City or any of their officers, employees or agents for any cause for which Developer is liable herewith shall be conclusive against Developer as to liability and the amount of Damages. Any Damages sustained, incurred or paid by City, their officers, employees or agents arising out of a Triggering Event, shall be reimbursed through Developer's assurances required pursuant to this Agreement or through such other means as the City, in their sole discretion, deem appropriate. This paragraph shall survive installation of the Stormwater Management Facilities to effectuate its purpose.
- 13. The Stormwater Management Facilities for that Phase shall be installed and functional, prior to City issuance of a Certificate of Occupancy to Developer for any Improvements within that Phase of the Development.

D. Developer Streets, Curbs, and Gutters

1. As part of the development of the Phase II, III or IV Land, whichever occurs first, Developer, at Developer's cost and expense, shall design, construct, and install the 38th Street Improvements identified on Exhibit F, in accordance with City specifications, the Street Plans approved by City Engineer, all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, and which are generally shown on the preliminary description shown on Exhibit F (the "Street Improvements"). Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the Street Improvements from City Engineer. Developer, at Developer's cost and expense shall obtain all required permits and approvals for the design, construction, and installation of all Street Improvements from the City Engineer prior to construction or

installation of the Street Improvements. The Parties recognize and agree that the Street Improvements described herein are the only street improvements required as part of the Phase II, III or IV Land Development. For the avoidance of doubt, the Parties agree that the City has received an approved TIA for the Phase I Land, and has received an updated TIA for the Phase II, III and IV Land, and that DOT has identified what additional improvements are required, and that no other Street Improvements are required for these Phases other than the Street Improvements described on Exhibit F. The "TIA for the Phase II, III and IV Land" shall be the Traffic Impact Study for Uline Expansion, Kenosha, Wisconsin, prepared by TADI, dated October 5, 2023. abundance of caution it is emphasized that the Street Improvements shall all be designed and created to WisDOT Facilities and Development Standards for Urban Roadway ("Urban Roadway Standards"), to the same configuration as the existing improvements in 38th Street east of 128th Avenue and that the City shall secure whatever consents from Kenosha County are needed to approve these Street Improvements. Whenever in this Agreement there is an obligation to dedicate such Street Improvements to the City, the Developer shall have met its obligation when it has submitted such dedication documents to the City, whether or not the City shall have accepted the dedication, and whether or not the County has a difference of opinion on whether the Street Improvements shall have been built to Urban Roadway Standards or WisDOT Facilities and Development Standards for Rural Roadways ("Rural Roadway Standards"). Developer is willing to escrow with the City a guitclaim deed for the road rights of way to either the City or County as the City directs. It is understood that the final design plans for the 38th Street Improvements must be approved, and assurances posted, before any permits, including erosion control permits, are issued for Phase II, III or IV, and that the 38th Street Improvements must be substantially completed prior to the issuance of any occupancy permit for Phase II, III or IV.

- Developer, at Developer's cost and expense, shall obtain all permits and approvals required by the City or the Wisconsin Department of Transportation ("WisDOT") of the Street Improvements, prior to construction and installation of the Street Improvements. City shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Street Improvements, including specifically any approvals required from Kenosha County to build the Street Improvements to WisDOT Urban Roadway Standards. Developer shall provide copies of all permits and approvals to City upon receipt.
- 3. Developer, at Developer's cost and expense, shall dedicate to the City as public right-of-way all land required for the design, construction and installation of the Street Improvements on 128th Avenue and 38th Street, prior to City issuance of any Building permits to Developer for any building

improvements in Phase II, II or IV of the Development, but this shall not delay all work permitted on any Phase or adjacent Phases, pursuant to an approved Site Plan Review. The dedication of land from Developer for public right of way required pursuant to this Section I.D.3., for the Street Improvements, shall be delivered to the City, prior to the issuance of any Building permits for any New Construction for Phase II, III or IV. City shall accept the dedication of the land for the Street Improvements, (in accordance with the Acceptance Procedure defined below), and record with the Kenosha County Register of Deeds, at Developer's expense, the dedication documents, (which can be the CSM or a separate deed) prior to the issuance of any Building permits or approvals required for the construction or installation of the Street Improvements, or the commencement of any activities related to the construction or installation of the Street Improvements, as determined by City Engineer, whichever comes first. Note, acceptance of the "Street Improvements" means acceptance of the completed improvements (see Section I.D.7); the prior sentence refers to acceptance of the dedication of the land for the Street Improvements, which shall be accepted by the City notwithstanding any disagreement with the County on whether the Street Improvements should have been built to Urban Roadway Standards or Rural Roadway Standards. For the avoidance of doubt, Developer's failure to comply with the provisions of this Section I.D.3. shall result in the City Engineer issuing a Stop Work Order ordering all activities related to the construction or installation of all Improvements to immediately cease. Developer's failure to comply with the provisions of this Section I.D.3. shall also constitute a default under this Agreement.

- 4. Developer shall not perform any street paving or install any curbs and gutters after November 15th of any calendar year without the express written approval of City Engineer. No street paving or curb and gutter installation will be permitted after December 1st of any calendar year. Street paving and installation of curb and gutter may commence after April 15th of any calendar year with the approval of City Engineer.
- 5. Developer, at Developer's cost and expense, shall provide City with copies of the results of all tests and inspections of the Street Improvements required by City. Developer, at Developer's cost and expense, shall provide City with copies of the results of all density tests required by City verifying proper compaction of Street Improvements backfill in accordance with City specifications.
- 6. Developer, at Developer's cost and expense, shall provide City with "asbuilt" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Street Improvements. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer, registered in the State of Wisconsin, that the Street Improvements were designed, constructed, installed, completed, and

function as intended in accordance with the requirements for the Street Improvements contained herein. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer.

- 7. City shall accept the Street Improvements (according to the Acceptance Procedures) required to be designed, constructed, and installed by Developer in accordance with the requirements for the Street Improvements contained herein, which are located in City public rights-ofway, or under the City's jurisdiction, for any Street Improvements included in what is then County public rights-of-way, upon the following:
 - a. completion of the Street Improvements in accordance with the requirements for the Street Improvements contained herein, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Street Improvements without defect, damage or nonconformance with the requirements for the Street Improvements contained herein.
 - c. receipt by City of copies of the results of all tests and inspections of the Street Improvements required by City pursuant to Section I.D.5. of this Agreement.
 - d. receipt by City of the results of all density tests required by City, verifying proper compaction of Street Improvements backfill in accordance with City specifications pursuant to Section I.D.5. of this Agreement.
 - e. approval by City Engineer of the stamped and certified "as-built" plans of the Street Improvements required pursuant to Section I.D.6. of this Agreement.
 - f. payment of all fees and charges, including all engineering, inspection and administrative services, required to be paid by Developer for the Street Improvements pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
 - g. receipt of final lien waivers from all contractors, subcontractors, and suppliers who have lien rights against any portion of the Street Improvements which are in the public right of way, or other evidence of lack of lien rights thereto.
 - h. certification of items a g above by City Engineer.
 - i. acceptance by the Common Council of the City of Kenosha (using the Acceptance Procedure) upon recommendation by City Engineer

and the City of Kenosha Board of Public Works of the Street Improvements.

Note: the approval and acceptance in this Section 7 is for the Street Improvements; the acceptance in paragraph 3 above is acceptance of the dedication of the land for the Street Improvements by the City, notwithstanding any disagreement with the County over the type of Street Improvements required, or whether the Street Improvements are in a then existing County public right of way.

- 8. The Street Improvements for that Phase, shall be Substantially Completed, and dedicated to the City between April 15 and December 1; and prior to City issuance of any Certificate of Occupancy to Developer for any New Construction within that Phase of the Development. The Street Improvements shall be completed and accepted by City (using the Acceptance Procedure) prior to issuance of any Certificate of Occupancy to Developer for any improvement within the Phase of the Development for which those Street Improvements are needed for primary access.
- 9. Developer, at Developer's cost and expense, shall design, construct, grade, gravel, pave, and maintain, including snow plowing, all private streets, curbs, gutters, driveways, and parking lots located within that Phase required by the certified survey map, conditional use permit and this Agreement.

E. Other Utilities and Utility Easements

- 1. Developer, at Developer's cost and expense, shall locate and install all other utilities in that Phase of the Development in accordance with utility specifications, the certified survey map, conditional use permit and the plans approved by City Engineer and Utility General Manager, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from City Engineer and Utility General Manager. Notwithstanding anything contained in this Agreement, Developer shall not have any responsibility to install utilities along its western boundary, unless Developer is tapping into and using such utilities for this Development, and shall have no obligation to install utilities which are part of the Utility Exclusion defined above.
- 2. Developer, at Developer's cost and expense shall provide easements for City water and stormwater utilities in that Phase, which shall be shown on the plans approved by City Engineer and Utility General Manager. Developer shall not have any obligation to provide easements off of the Total Development Real Estate for the development of any Phase. City and Utility shall be obligated to secure any utility easements off of the

Total Development Real Estate required by this Agreement, with the understanding that if Developer wishes to create a water loop to increase water pressure, that will be the subject of a future discussion and/or future agreements. The Utility agrees that the Total Development Real Estate shall be entitled to connect to municipal water and sanitary sewer from the existing mains which are in 128th Avenue and 38th Street, that these water and sanitary mains have been paid for in full and, notwithstanding anything to the contrary contained herein, there is no further charge, impact fee, assessment, or a Right of Recovery due for those water or sanitary mains, except for those Rights of Recovery detailed in Exhibit J. the Memo dated October 19, 2023 from Ian Bagley to Rich Schroeder (the "Rights of Recovery"), to the extent they are still valid. To the extent the Rights of Recovery are due to Route 142, LLC, a party related to Developer, the Utility will consider them terminated and paid upon the execution of a document between Developer and Route 142, LLC, similar to the one executed in the form of Exhibit A to the Phase I Development Agreement.

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

F. Erosion Control

1. Developer, at Developer's cost and expense, shall prepare and submit to City an Erosion and Sediment Control Plan for the Improvements required to be made by Developer in that Phase (and on any adjacent Phase needed for that Phase), pursuant to the certified survey map, conditional use permit and this Agreement in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. Developer, at Developer's cost and expense, shall apply for and obtain an Erosion Control Permit from City for the Improvements required to be made by Developer for each Phase, pursuant to the certified survey map. conditional use permit and this Agreement and shall submit to City the cash assurance (or Letter of Credit) for the completion of this work for each Phase, all in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha. Developer, at Developer's cost and expense, shall apply for and obtain all WDNR and USACE permits and approvals in any way related to land disturbing activities or land disturbing construction activities within any wetlands located within that Phase or any public rights-of-way. Except for the work permitted pursuant to the approved Site Plan Review which includes mass grading, construction of detention basins, temporary drainage work and stabilization of soil berms with a permanent cover for that Phase, no land disturbing activities or no land disturbing construction activities as defined in Chapter XXXIII of the

Code of General Ordinances for the City of Kenosha shall be permitted by Developer until the Erosion and Sediment Control Plan for that Phase is approved by City, the cash assurance for that work is paid to City, all permits and approvals in any way related to land disturbing activities or land disturbing construction activities within any wetlands for that Phase, or any public rights-of-way are issued by WDNR and USACE, and the Erosion Control Permit for that Phase is issued by City. All land disturbing construction activities undertaken by Developer shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan, the Erosion Control Permit, all permits required by any governmental unit or regulatory agency, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The Erosion and Sediment Control Plan shall include the location and duration of "Soil Stockpiles" as defined in Chapter XXXIII of the Code of General Ordinances for that Phase, for the City of Kenosha. Developer, at Developer's cost and expense, shall remove all Soil Stockpiles for that Phase, in accordance with Chapter XXXIII of the Code of General Ordinances, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws. rules and regulations, other than permitted soil berms, prior to City issuance of any Certificate of Occupancy to Developer for any New Construction within that Phase, except for vegetation that cannot be planted for seasonal growing reasons.

2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to erosion and sediment control for the Improvements in that Phase required to be made by Developer pursuant to the certified survey map, conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities in that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of all permits and approvals to City upon receipt.

G. Grading

1. Developer, at Developer's cost and expense, shall grade each Phase, and shall grade any adjacent lands needed for the Public Improvements in that Phase, required to be made by Developer pursuant to the certified survey map, conditional use permit and this Agreement in accordance with City specifications, the Grading Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules and regulations. Except as provided above in the Site Plan Approval, approval of the Grading Plans for each Phase shall be obtained from City Engineer prior to commencement by Developer of any land disturbing activities or land

- disturbing construction activities for that Phase as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha.
- 2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to the grading for the Improvements in that Phase required to be made by Developer pursuant to this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities for that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of all permits and approvals to City upon receipt.
- 3. Developer, at Developer's cost and expense, shall provide all permanent limited easements to be granted by Developer in favor of the City required for Developer to complete the grading for each Phase in connection with the construction and installation of the Adjacent Streets for that Phase, in accordance with the approved Grading Plans and the requirements for the Street Improvements for that Phase, including but not limited to the right to construct side slopes, operate the necessary equipment thereon, ingress and egress during the term of the easements, and install and maintain landscaping. The permanent limited easements required by this Section. I.E.3., shall be substantially similar to the documents for the Phase I Land. and approved by City Staff, with any material modification subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The permanent limited easements shall be recorded with the Kenosha County Register of Deeds. at Developer's expense, prior to the issuance of any permits or approvals required for the construction or installation of the Street Improvements for that Phase, on Adjacent Streets, the commencement of any activities related to the construction or installation of the Street Improvements on Adjacent Streets, as determined by City Engineer, or the issuance of any Building permits for any New Construction within that Phase of the Development, whichever occurs first. For the avoidance of doubt. Developer's failure to comply with the provisions of this Section, I.E.3. shall result in the City Engineer issuing a Stop Work Order ordering all activities related to the construction or installation of all public Improvements for that Phase required by this Agreement to immediately cease. Developer's failure to comply with this provision of this Section I.F.3. shall also constitute a default under this Agreement. Any temporary limited easements required by this Section I.F.3. shall terminate one year following the expiration of the Guarantee Period provided in Section IV.B. of this Agreement. Notwithstanding anything contained herein, the Developer shall have met its obligation hereunder when it has created such easements in favor of the City, even if the adjacent right of way is still considered a County public right of way.

4. Developer, at Developer's cost and expense, shall provide City with "asbuilt" grading plans for the grading Improvements in each Phase required to be made by Developer pursuant to the certified survey map, conditional use permit and this Agreement, certified by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City, with written certification by a professional engineer registered in the State of Wisconsin that the grading was designed, constructed, installed, completed, and functions as intended in accordance with the approved Grading Plans, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The "as-built" grading plans shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" grading plans for the Development of that Phase from City Engineer prior to City issuance of any Certificate of Occupancy to Developer for any improvements within that Phase of the Development.

H. LED Street Lighting

- 1. Developer, at Developer's cost and expense, shall design and install replacement LED street lighting on Adjacent Streets for that Phase for any of the existing lighting which Developer disturbs during its Development (the "Street Lighting"), in accordance with City specifications, the Lighting Plan approved by City Engineer, any applicable WE Energy requirements, and all applicable Federal and State environmental laws, rules, and regulations, the certified survey map, conditional use permit and this Agreement, collectively referred to as the "Street Lighting Requirements." Developer, at Developer's cost and expense, shall provide City with all shop drawings and cut sheets for the Street Lighting and shall obtain approval of the Street Lighting from City Engineer prior to construction and installation of the Street Lighting.
- 2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Street Lighting prior to construction and installation of the Street Lighting. Developer shall provide copies of all permits and approvals to City upon receipt.
- 3. Developer, at Developer's cost and expense, shall provide City with "asbuilt" plans of the Street Lighting, including street light conduits and pull boxes, certified by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Street Lighting, including street light conduits and pull boxes, were designed, constructed, installed, completed, and function as intended in accordance with the Street Lighting Requirements. The "as-

built" plans of the Street Lighting shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the Street Lighting for Adjacent Streets to that Phase, from City Engineer prior to City issuance of any Certificate of Occupancy to Developer for any improvements within the Phase adjacent to such Street Lighting.

- 4. The Street Lighting in the public rights-of-way shall be completed and presented to City for acceptance concurrent with Developer presenting the Street Improvements to the City for acceptance.
- 5. City shall accept the Street Lighting required to be designed and installed by Developer (in accordance with the Acceptance Procedure) in accordance with the Street Lighting Requirements located in the public rights-of-way upon the following:
 - a. completion of the Street Lighting in accordance with the Street Lighting Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Street Lighting without defect, damage or nonconformance with the Street Lighting Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers for the Street Lighting work in any public right of way, or other evidence of the freedom from construction liens.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the Street Lighting, including street light conduits and pull boxes, as required pursuant to Section I.H.3. of this Agreement.
 - e. certification of items a d above by City Engineer.
 - f. acceptance by the Common Council of the City of Kenosha (using the Acceptance Procedure) upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Street Lighting in any public right of way.
- Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the Street Lighting located within the public rights-of-way of an Adjacent Street for that Phase, unless and until the Street Lighting located within the public rights-of-way is accepted by City using the Acceptance Procedure). Upon acceptance of the Street Lighting, City shall have full jurisdiction and ownership of the Street Lighting located in the public rights-of-way and be responsible for its maintenance and cost of operation subject to the guarantee of Developer provided in this Agreement.

7. The Street Lighting for 38th Street shall be substantially completed prior to City issuance of any Certificate of Occupancy to Developer for any improvements of the Development. Street Lighting is considered to be substantially completed at the time that 90 percent of the Street Lighting by cost is completed. In the event the Parties cannot agree when construction has been substantially completed, the Street Lighting in the Adjacent Street for that Phase shall be completed and accepted by City (using the Acceptance Procedure) prior to issuance of any Certificate of Occupancy to Developer for any improvement within the Development.

I. Landscaping

- 1. Developer, at Developer's cost and expense, shall design and install landscaping throughout the public rights-of-way on Adjacent Streets to that Phase, to replace any landscaping or Street Trees it disturbs for its Development (the "Landscaping") in accordance with City specifications, the Landscaping Plans approved by City Engineer, and all applicable Federal and State environmental laws, rules, and regulations, the certified survey map, conditional use permit and this Agreement, collectively referred to as the "Landscaping Requirements." Developer, at Developer's cost and expense, shall obtain approval of the Landscaping Plans for that Phase, from City Engineer prior to installation of the Landscaping for that Phase.
- 2. Developer, at Developer's cost and expense, shall protect existing trees within the public rights-of-way on Adjacent Streets for that Phase, in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from City, to the extent those trees are not in conflict with the approved Landscaping Plan.
- 3. Developer, at Developer's cost and expense, shall remove and lawfully dispose of all rubbish, dead trees, branches, brush, tree trunks, shrubs, and other natural growth inconsistent with the approved Landscaping Plans.
- 4. Developer, at Developer's cost and expense, shall finish and grade all lawn park areas in that Phase, as defined in Section 5.051 of the Code of General Ordinances for the City of Kenosha on Adjacent Streets to that Phase, with at least six (6) inches of topsoil.
- 5. The Landscaping for that Phase shall be completed and presented to the City, for acceptance (using the Acceptance Procedure) prior to or concurrent with Developer presenting the Street Improvements and Street Lighting for that Phase, to the City for acceptance, subject to weather.

- 6. City shall accept (according to the Acceptance Procedure) the Landscaping required to be designed and installed by Developer for that Phase in accordance with the Landscaping Requirements located in City public rights-of-way upon the following:
 - a. completion of the Landscaping in that Phase in accordance with the Landscaping Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. installation and delivery of the Landscaping for that Phase without defect, damage or nonconformance with the Landscaping Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers or other evidence of no lien rights on such Landscaping, if located in a public right of way.
 - d. certification of items a c above by City Engineer.
 - e. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Landscaping for that Phase.
- 7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the Landscaping located within the public rights-of-way unless and until the Landscaping located within the public rights-of-way is accepted by City, using the Acceptance Procedure.

J. Sidewalks

The Common Council of City approved the application for a sidewalk requirement exception along the east side of adjacent 128th Avenue, and along the west side of 128th Avenue, adjacent to the Total Development Real Estate, when and for so long as not deemed necessary in accordance with Section 5.05.C.7.b. of the Code of General Ordinances for the City of Kenosha. Developer will make an application for a similar sidewalk requirement exception for all other Adjacent Streets in consideration of all Adjacent Streets being designed with bike lanes.

K. Street and Regulatory Signs and Traffic Controls

 Developer shall reimburse City for City's actual cost for materials, labor, and installation of replacement street name signs required by City on Adjacent Streets for each Phase within forty-five (45) days of being invoiced by City, if the existing signs are damaged in the development of the Improvements for that Phase. 2. Developer, at Developer's cost and expense, shall purchase and install all regulatory signs required by City for Adjacent Streets for each Phase, which shall only be building entrance and exit signage.

L. Survey Monuments

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

M. Acceptance Procedure

Whenever Public Dedicated Improvements have been substantially completed and dedicated to the City, Developer may request acceptance of Public Dedicated Improvements by the City and/or Utility. As long as the Public Dedicated Improvements have been constructed in the manner required herein, and comply with Sections I.A.7., I.B.7., I.C.10., I.D.7., I.H.5., and I.I.6., City agrees it shall complete the acceptance of Public Dedicated Improvements, within 45 days thereafter; unless the City notifies Developer, in good faith, that the Public Dedicated Improvements do not meet the requirements herein, within that 45 day period, the Public Dedicated Improvements shall be deemed accepted for purposes of issuance of Certificates of Occupancy. Notwithstanding this language, at the time of completion of the Street Improvements, those Street Improvements may be used, even before they have been accepted by the City, including to allow access to any adjacent parcel during construction of the remaining section of the Street Improvements. Formal acceptance by the City of the Street Improvements shall not delay issuance of a Certificate of Occupancy for any building on that Phase of the Total Development Real Estate. Further, sodding any area in the road right of way required to be landscaped shall be considered completion of the landscaping, without needing to wait for seeded grass to grow. This shall be the "Acceptance Procedure," and acceptance by the City under this Procedure shall be deemed to be "Acceptance." Notwithstanding anything to the contrary contained herein, the City and County, as part of the Cooperative Agreement have an obligation to transfer certain County rights of way to the City, and for the City to accept such transfer of jurisdiction, which has not been completed, and as a result, several of the Adjacent Streets may still be in County jurisdiction. For purposes of this Agreement, dedicating to the City as required herein shall be deemed to be satisfaction of Developer's obligations even if the Adjacent Roadway is technically still in the County's jurisdiction, and all of Developer's obligations related thereto are subject to the City/County Agreement Obligation identified below.

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES

A. Pre-Construction Activities

- Developer shall provide City Engineer and Utility General Manager with complete itemized cost estimates certified by Developer's civil engineer for the Public Improvements required to be made by Developer pursuant to this Agreement prior to the execution of this Agreement by City and Utility.
- 2. Any bidder on any of the City and Utility required Public Improvements to be made by Developer pursuant this Agreement shall be prequalified by City and/or Utility as the case may be. Developer shall not award any contract for any Public Improvements required to be made pursuant to this Agreement to any bidder who has not been pre-qualified by City and/or Utility as the case may be. There is no requirement for public bidding procedure.
- 3. Developer, at Developer's cost and expense, shall raze all structures for each Phase prior to the issuance of any permits by City to Developer in any way related to land disturbing activities or land disturbing construction activities for that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha, or in any way related to the construction or installation of any of the Improvements for that Phase required to be made by Developer pursuant to this Agreement. Developer. at Developer's cost and expense, shall apply for and obtain a raze permit from City and any other permits required by any Federal and State environmental laws, rules, and regulations prior to razing, removing and disposing of any structures within that Phase. Developer, at Developer's cost and expense, shall raze, remove, and dispose of all structures within that Phase in accordance with the Code of General Ordinances for the City of Kenosha and all Federal and State environmental laws, rules, and regulations.
- 4. Except for the mass Grading Work, the construction of detention basins, temporary drainage work, stabilization of soil berms with a permanent cover, temporary or permanent berms, which have been permitted pursuant to a Site Plan Review and approval, no land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha by Developer shall commence and no construction or installation of any of the Improvements required to be made by Developer pursuant to this Agreement shall commence, in any case, for that Phase, prior to the satisfaction of all of the following for that Phase:
 - all required assurances have been received and approved.
 - b. the certified survey map has been approved by the Common Council, signed by Developer, and recorded with the Kenosha County Register of Deeds.

- c. the conditional use permit or Site Plan for that Phase has been approved by the Common Council, signed by Developer, and recorded with the Kenosha County Register of Deeds.
- d. the Stormwater Management Facilities Maintenance Agreement and the Permanent Storm Sewer and Detention Pond Easement for that Phase have been approved by the Common Council, signed by City and Developer, and recorded with the Kenosha County Register of Deeds.
- e. this Agreement has been approved by the Common Council, the Kenosha Water Utility Board of Water Commissioners, signed by all Parties, and recorded with the Kenosha County Register of Deeds.
- f. all Developer plans and construction specifications for land disturbing activities or land disturbing construction activities for that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha have been reviewed and approved by City Engineer and Utility General Manager.
- g. all plans and construction specifications for the construction or installation of any of the Improvements for that Phase, required to be made by Developer pursuant to this Agreement for the development of that Phase have been reviewed and approved by City Engineer and Utility General Manager.
- h. all permit fees have been paid and all permits, including all Erosion Control Permits, have been issued.
- i. a pre-construction meeting attended by Developer, City, Utility, contractors and any consultants' inspectors has been held.
- j. written authorization to proceed has been given by the Director of City Development following certification of items a-i above by the Director of City Development.
- 5. Upon receiving written authorization to proceed from the Director of City Development, Developer shall notify City and Utility in writing no less than two (2) working days in advance of the date for the commencement of the construction of the Improvements for that Phase required to be made pursuant to this Agreement. This notification requirement shall also apply to the resumption of construction following a work interruption of over fifteen (15) consecutive working days.
- B. Construction Activities for Each Phase and for the Early Start Grading Work

- 1. Construction access to that Phase for the Improvements required to be made by Developer pursuant to this Agreement shall be as shown on the Erosion and Sediment Control Plan approved by City Engineer. Construction staging areas shall be as shown on the Construction Plan approved by the Department of City Development and City Engineer. Developer, at Developer's cost and expense, shall design, construct and install the construction access and construction staging areas for each Phase, in accordance with City specifications, the approved Erosion and Sediment Control Plan, the approved Construction Plan, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction, and installation of the construction access and construction staging areas for that Phase, from the Department of City Development and City Engineer prior to construction and installation of the construction access and construction staging areas for each Phase.
- Developer, at Developer's cost and expense, shall apply for and obtain all required permits from City for that Phase, prior to the closing of any public streets and shall comply with all applicable ordinances, laws, rules, and regulations regarding the closure of public streets.
- 3. Developer, at Developer's cost and expense, shall abandon any wells and septic systems on that Phase in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code, and Section 32.09 of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of well abandonment reports to City and Utility.
- 4. City and Utility shall provide engineering and inspection services during construction of the Public Improvements required by this Agreement to ascertain Developer's compliance with all approved plans and specifications, the certified survey map, the conditional use permit, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The cost for the engineering and inspection services provided by City and Utility shall be based upon the hourly rate of the City and Utility employees performing the services plus indirect costs. City and Utility reserve the right to retain outside consultants to provide engineering and inspection services, the cost of which shall be the responsibility of Developer. Developer shall pay City and Utility for all engineering and inspection services provided by or on behalf of City within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve Developer, its employees, or their contractors from constructing and installing the Improvements required by this Agreement

in accordance with all approved plans and specifications, the certified survey map, the conditional use permit, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, or from providing City and Utility all stamped "as-built" plans and all "as-built" plan certifications required by this Agreement.

- 5. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed Sanitary Sewerage Facilities. The televised inspection shall be performed by an inspection service acceptable to Utility. Video recordings and written logs of all Sanitary Sewerage Facilities inspections shall be provided to Utility for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer, and the affected area shall again be subject to televised inspection. Utility reserves the right to perform or have performed on behalf of the Utility the televised inspection of the completed Sanitary Sewerage Facilities at Developer's cost and expense. Developer shall reimburse Utility for the cost of the televised inspection of the Sanitary Sewerage Facilities within forty-five (45) days of being invoiced by Utility.
- 6. Utility, at Utility's sole discretion, reserves the right to retain independent testing services, including density testing services, in the event Utility determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to Utility's satisfaction the proper completion of the improvements required by this Agreement. Prior to retaining independent testing services, Utility shall provide written notice to Developer of the corrective action required whereupon Developer shall have fourteen (14) days from the date of the notice to provide Utility with test results that are satisfactory to Utility. Developer shall reimburse Utility for the cost of the independent testing services within forty-five (45) days of being invoiced by Utility.
- 7. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed Stormwater Management Facilities. The televised inspection shall be performed by an inspection service acceptable to City. Video recordings and written logs of all Stormwater Management Facilities inspections shall be provided to City for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer, and the affected area shall again be subject to televised inspection. City reserves the right to perform or have performed on behalf of the City the televised inspection of the completed Stormwater Management Facilities at Developer's cost and expense. Developer shall reimburse City for the cost of the televised inspection of the Stormwater Management Facilities within forty-five (45) days of being invoiced by City.

- 8. City, at City's sole discretion, reserves the right to retain independent testing services, including density testing services, in the event City determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to City's satisfaction the proper completion of the improvements required by this Agreement. Prior to retaining independent testing services, City shall provide written notice to Developer of the corrective action required whereupon Developer shall have fourteen (14) days from the date of the notice to provide City with test results that are satisfactory to City. Developer shall reimburse City for the cost of the independent testing services within forty-five (45) days of being invoiced by City.
- 9. Developer, at Developer's cost and expense, shall use granular trench backfill under all pavement and within twenty-four (24") inches thereof in accordance with City specifications and approved plans. Developer, at Developer's cost and expense, shall provide City and Utility copies of the results of all tests and inspections of the granular and excavated trench backfill certified by a professional engineer registered in the State of Wisconsin certifying proper compaction of the granular and excavated material trench backfill in accordance with City and/or Utility specifications.

III. ASSURANCE OF COMPLETION OF IMPROVEMENTS

A. Assurances Required

Except as otherwise provided in this Section III.A.1., prior to issuance of 1. any permits for a Phase. Developer shall deposit with the Utility General Manager an assurance in the form of cash or an irrevocable letter of credit in an amount established by General Manager equal to one hundred twenty-five (125%) percent of the Utility's estimated cost of all Public Improvements for that Phase, including those located in 38th Street, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided by Developer for each of the Phases, pursuant to approval and this Agreement. Developer shall deposit with the City Clerk/Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount established by City Engineer equal to one hundred twenty-five (125%) percent of the City's estimated cost of all Public Improvements for that Phase, including 38th Street, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided by Developer for each of Phase II, III or IV, pursuant to approval and this Agreement. For the avoidance of doubt, Developer's failure to deposit with the City Clerk/Treasurer or Utility General Manager the assurance for the Public Improvements, pursuant to this Section III.A.1.. shall result in the City Engineer issuing a Stop Work Order ordering all activities for that Phase, including grading permitted pursuant to the

approved Site Plan Review, related to the construction or installation of all Improvements required by this Agreement to immediately cease and shall constitute a default under this Agreement. The assurances required pursuant to this Section III.A.1. shall be in addition to any other assurances or monetary contributions which may be required pursuant to this Agreement and the Code of General Ordinances for the City of Kenosha for the development of that Phase of the Total Development Real Estate which is the subject of this Agreement, unless otherwise limited in this Agreement. The form of Letter of Credit shall be substantially the same as that for the Phase I Land.

- 2. The assurances required pursuant to Section III.A.1. of this Agreement shall be used, for that Phase, to secure Developer's costs of designing, constructing and installing the Public Improvements required to be made pursuant to this Agreement, and to compensate City and/or Utility for City's and/or Utility's cost of completing the Public Improvements, performing the engineering and inspection services and testing services related thereto, required to be made or performed pursuant to this Agreement, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations in the event Developer fails to do so in a timely manner. The assurances required pursuant to Section III.A.1. of this Agreement shall also be used to assure compliance with Developer's Guarantee provided in this Agreement for the Public Improvements.
- In the event the assurances required pursuant to Section III.A.1. of this 3. Agreement are insufficient to cover one hundred twenty-five (125%) percent of the actual cost of the Public Improvements in that Phase, the engineering and inspection services related thereto, the testing services related thereto, the environmental conditions related thereto, and the estimate for the Developer's Guarantee, required to be made or performed pursuant this Agreement, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, Developer upon written demand by City or Utility shall deposit with the City Clerk/Treasurer or Utility General Manager additional assurances in the form of cash or an irrevocable letter of credit in an amount established by City or Utility equal to one hundred twenty-five (125%) percent of the additional actual cost of the Public Improvements, the engineering and inspection services and testing services related thereto, the environmental conditions related thereto, and the estimate for the Developer's Guarantee, required to be made or performed pursuant to this Agreement for that Phase, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, but only for that Phase.

- 4. Any irrevocable letter of credit to be used by Developer as an assurance pursuant to this Section III shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the City and Utility, and the form of any irrevocable letter of credit shall be in the form approved for Phase I, or as otherwise approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this Section III shall remain in effect until completely drawn upon or released by City or Utility for that Phase. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this Section III is about to expire and has not been renewed by Developer, City and Utility may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this Section III, unless Developer replaces such letter of credit with a new letter of credit that is not expiring.
- 5. If and to the extent Developer shall properly complete portions of the Public Improvements required to be made pursuant to this Agreement for which Developer shall have deposited an assurance pursuant to this Section III., then upon written request of Developer, and upon the written recommendation of City Engineer and Utility General Manager, as the case may be, the assurance may be reduced in the amount determined by City Engineer and Utility General Manager. In no event shall the assurance be reduced below one hundred twenty-five percent (125%) of the City Engineer's and the Utility's General Manager's reasonable estimate of the cost of the remaining Improvements in that Phase, and the Developer's Guarantee for the Improvements, required to be made pursuant to this Agreement. Prior to the reduction of any assurance, Developer shall submit to City and Utility a waiver of lien current to date from all contractors, subcontractors and suppliers for the work for which the reduction is sought, but only for any Public Improvements. The balance of the remaining assurance shall remain on deposit with the City Clerk/Treasurer and Utility General Manager, as the case may be, until expiration of the Guarantee Period provided in Section IV.B. of this Agreement. Subject to final inspection and approval of City Engineer and Utility General Manager of the Public Improvements for that Phase, within forty-five (45) days following expiration of the Guarantee Period provided in Section IV.B. of this Agreement, the balance of the remaining assurance shall be released.
- 6. In addition to all other remedies, occupancy permits for that Phase may be withheld by City until the City of Kenosha Department of City Development certifies that the requirements of Chapter XVII of the Code of General Ordinances for the City of Kenosha have been met for that Phase. In the event any work specified in this Agreement is not completed in accordance with this Agreement, City or Utility may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this Agreement or impose a special charge and/or

special assessment against that Phase in the event there is no applicable assurance or the assurance is insufficient for that Phase. The remedies available to City and Utility pursuant to this paragraph shall not relieve Developer of Developer's guarantee provided in this Agreement.

IV. DEDICATION AND GUARANTEE OF IMPROVEMENTS

A. Dedication of Public Improvements

Subject to all other provisions of this Agreement, Developer shall, upon completion of all of the Dedicated Public Improvements for that Phase required in the certified survey map, conditional use permit and this Agreement, and without charge to City or Utility, unconditionally give, grant, convey and fully dedicate the Dedicated Public Improvements for that Phase to City or Utility, whether or not the Adjacent Roadway is then currently in City or County jurisdiction, free and clear of all liens and encumbrances together with all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the Dedicated Public Improvements together with any and all easements necessary for access to the Dedicated Public Improvements. Developer shall execute such documents deemed necessary by City or Utility to effectuate the dedication of the Dedicated Public Improvements pursuant to this paragraph. Upon dedication, City or Utility shall have the right to connect or integrate the Dedicated Public Improvements for that Phase unto the facilities of City or Utility without charge, award of damages or consent of Developer. Dedication shall not constitute acceptance of any Improvement by City or Utility; all acceptance shall be accomplished following the Acceptance Procedure. That Phase of the Total Development Real Estate shall also be entitled to connect to all such Public Improvements and to the public water and sanitary sewer systems of the Utility, and the storm sewer and roadway systems of the City.

B. Guarantee of Improvements

1. Developer shall guarantee all Public Improvements required to be made by Developer pursuant to this Agreement against all defects due to faulty design, materials or workmanship of which Developer is notified in writing within a period of one (1) year from the date of acceptance of the subject Public Improvement by the Common Council of the City of Kenosha or Kenosha Water Utility Board of Water Commissioners, using the Acceptance Procedure (the "Guarantee Period"). Developer, at Developer's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs to the Improvements, which City and Utility deem necessary on a time and material basis.

- Developer shall be responsible for any settlement of fill material which may occur in any utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by City or Utility of any utility Public Improvement located in that Phase, using the Acceptance Procedure. Developer, at Developer's cost and expense, shall make any required repairs during that one-year Guarantee Period. City and Utility reserve the right to perform any required repairs which City or Utility deem necessary on a time and material basis.
- 3. The assurances required to be provided by Developer pursuant to Section III of this Agreement shall be used to assure Developer's guarantee of the Public Improvements for Phase II, III and IV, pursuant to this Section IV and to compensate City or Utility for City's or Utility's cost of performing any repairs to the Public Improvements guaranteed by Developer pursuant to this Agreement. In the event there is no applicable assurance or in the event the assurance is insufficient, City or Utility may do or cause Developer's guarantee work to be done and impose a special charge and/or special assessment against that Phase for the cost of the work.

V. DEVELOPER INDEMNIFICATION

Developer shall indemnify, defend and hold harmless City and Utility, their officers, employees and agents ("Indemnitees") from and against all losses, proceedings, claims, liability, charges, damages, costs, and penalties, whether initiated or sought by governmental authorities or private parties, including, but not limited to, attorney and expert witness fees and expenses, engineering fees and expenses, environmental consultant fees and expenses, investigating fees and expenses, remediation costs, including without limitation any financial assurances required to be posted for completion of remedial work and costs associated with administrative oversight, settlement expenses, and judgments (collectively the "Damages"), which any of them may hereafter sustain, incur or be required to pay whether incurred in connection with any judicial or administrative process or otherwise, arising out of or in any way related to: the razing, removing or disposing of any structures within that Phase of the Total Development Real Estate; any environmental conditions affecting that Phase; the presence or alleged presence of hazardous material on or under that Phase whether as a result of activities on that Phase or on surrounding real estate; the actual or alleged violation of any Federal or State environmental law, rule or regulation; requirements imposed by the Code of General Ordinances for the City of Kenosha; requirements imposed by all Federal and State environmental laws, rules, and regulations; the design, construction and installation of any of the Improvements required by this Agreement; or any claim for labor, materials or supplies furnished in connection with any of the Improvements required by this Agreement. Upon the filing with City and/or Utility of a claim for Damages arising out of the acts which Developer herein agrees to indemnify, defend and hold Indemnitees harmless, the City and/or Utility shall notify Developer of such claim, and in the event that Developer does not settle or compromise such claim.

Developer shall undertake the legal defense of such claim both on behalf of itself and the Indemnitees. It is specifically agreed that City and/or Utility, at their own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against any Indemnitee for any cause for which Developer is liable herewith, shall be conclusive against Developer as to liability and the amount of Damages. Any Damages, incurred or paid by any Indemnitee arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed to the respective Indemnitee through Developer's assurances required pursuant to this Agreement or through such other means as the City and/or Utility in their sole discretion deem appropriate. This paragraph shall survive installation of the Improvements to effectuate its purpose, and shall only apply to the Public Improvements on that Phase. Notwithstanding anything to the contrary contained herein, this indemnity shall not apply to the failure of the City to perform the City Responsibilities contained in paragraph VI below.

VI. CITY RESPONSIBILITIES

Upon application by Developer and upon payment by Developer of all required fees, City shall promptly process all permit applications and will issue all City permits required for the development of that Phase, provided Developer is in compliance with all City conditions of approval, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules, and regulations, this Agreement, and all standards for the issuance of the required City permits set forth in applicable federal, state, county, or City laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified. In addition, the City shall be responsible to enforce all provisions of the Kenosha-Somers-Paris Cooperative Plan and Intergovernmental Agreement (2017) (the "Cooperative Plan"), including specifically the provision which requires the County to turn over to the City any of the Adjacent Streets, so that the Developer can carry out its obligations herein to construct the applicable Street Improvements and to dedicate them, and the applicable rights of way, to the City. Notwithstanding anything to the contrary contained in this Agreement: 1) City confirms that the Developer shall be responsible to construct all Street Improvements and related improvements, to City Standards, being the WisDOT Urban Roadway Standards, and not to the County's Rural Highway Standards; 2) all Street Improvements will be designed and constructed to be identical to the improvements in 38th Street east of 128th Avenue; 3) City shall approve all of the improvements and dedication of land in the right of way of Adjacent Streets, when such improvements and dedications meet the requirements herein. notwithstanding whether the Adjacent Street is a City of County right of way at that time, and such City approval shall be deemed to be approval of the County for all purposes; and 4) the City shall secure the approval of the County for any such approvals and to resolve any differences of opinion between the City and County over these improvements and dedications, at no additional expense of Developer, and the City will take over the jurisdiction of 38th Street from the

frontage road to the west edge of the Street Improvements for this Development (the "City/County Agreement Obligation").

VII. MISCELLANEOUS

A. Notice

Any notice required to be given in this Agreement by any of the Parties is to be sent by recognized commercial courier or by certified mail with return receipt or by personal service addressed to Developer, City or Utility set forth below. Any Party may designate a different address by delivering, sending, or serving written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by recognized commercial courier or by hand, or mailing if by certified mail.

If to Developer:

38th Street, LLC

12575 Uline Drive

Pleasant Prairie, Wisconsin 53158

Attention: Dmitry Dukhan, Sr. Vice President

with copies to:

Uline, Inc.

12575 Uline Drive

Pleasant Prairie, Wisconsin 53158

Attn: General Counsel

Uline, Inc.

12575 Uline Drive

Pleasant Prairie, Wisconsin 53158 Attn: Marcia Kester-Sperber

Nancy Leary Haggerty

Michael, Best & Friedrich, LLP 790 N. Water Street, #2500 Milwaukee, WI 53202

If to City:

City Clerk/Treasurer

Municipal Building, Room 105

625 52nd Street

Kenosha, Wisconsin 53140

with copies to:

Director of Public Works

Municipal Building, Room 305

625 52nd Street

Kenosha, Wisconsin 53140

Office of the City Attorney Municipal Building, Room 201

625 52nd Street

Kenosha, Wisconsin 53140

If to Utility:

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

With a copy to:

Office of the City Attorney Municipal Building, Room 201

625 52nd Street

Kenosha, Wisconsin 53140

B. Land Dedications and Impact Fees

Developer, at Developer's cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances of the City of Kenosha, which are only the following: a) the dedication of the right of way for the 38th Street Roadway Improvements as defined herein; and b) the dedication of the eastern section of the Phase II land, for the widening of 128th Avenue ("Street Dedications") to make the right of way fifty-five (55') feet from the section line. There will be no street dedication required for 136th Avenue. Developer shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances for the City of Kenosha, related to each Phase, (except if limited below) prior to the City issuance of a building permit for work on that Phase. However, the City hereby agrees that no Phase of the Total Development Real Estate will be charged any impact fees, special assessments or charges of any type, for the cost of off-site improvements installed prior to the Developer's ownership interest in that Phase, to the extent the prior owner of that Phase has paid any such fees, and City further agrees that Developer shall not be obligated to dedicate any land other than the Street Dedications stated above, and shall not be obligated to install or pay for any roadway, utility, or intersection improvements, in connection with the development of the Total Development Real Estate, either directly or through special assessments, impact fees or other arrangements, other than the Street Improvements required herein and shown on Exhibit F, the Utility Requirements shown on Exhibit H, the Rights of Recovery shown on Exhibit J, and the Traffic Improvement Fee defined herein. The Traffic Improvement Fee shall be a payment of \$2,000,000, as an Impact Fee in

lieu of all other charges and fees of whatever nature, for any roadway, utility or intersection improvements, or other off-site improvement, including specifically in lieu of any obligation for improvements at the intersections marked with a yellow dot on the map on Exhibit F, and including specifically any improvements required in the future for Hwy 158 and the I-41 West Frontage Road. The Development will include the construction of industrial buildings which were the basis for the use of ITE Land Use Code 154 (High-Cube Transload Warehouse and Short-Term Storage Warehouse) to assess the traffic impact in the TIA. In the event that the New Construction proposed is substantially different than was contemplated by the parties at the time this agreement was negotiated, such that the traffic produced by the new alternative proposed would create a traffic impact which would render the TIA obsolete, the new proposed development shall be required to resubmit traffic numbers in a TIA and may be subject to making additional Street Improvements for the purpose of handling any additional projected trip counts from the changed use.

C. Assignment

Except for an entity that is either an affiliate of Developer, or an entity that has common ownership with Developer or Uline, Inc. (each a "Developer Affiliate"), Developer shall not assign or transfer this Agreement without the prior written consent of the City and/or Utility, before all the Public Improvements for that Phase have been completed, and accepted by the City and/or Utility, and in the case of Public Dedicated Improvements, dedicated and accepted by the City and/or Utility. Any unauthorized assignment or transfer shall be a breach of this Agreement thereby entitling the City and/or Utility to draw upon the assurances required to be provided pursuant to Section III of this Agreement. Any assignment or transfer shall be conditioned upon the assignee or transferee entering into a written Agreement with City and/or Utility through which the assignee or transferee agrees to be bound by all of the terms, conditions, and obligations of this Agreement. No assignment or transfer shall relieve Developer of any obligations under this Agreement in the event of breach or default by the assignee or transferee. No assignment or transfer shall be inconsistent with the terms of this Agreement. The assignee or transferee shall have all rights, privileges, and obligations as granted Developer under this Agreement. This paragraph shall not prohibit the leasing of any of the Total Development Land.

D. Integration

This Agreement and the other documents incorporated by reference herein embody the entire Agreement and understanding between the Parties and supersede all prior Agreements and understandings relating to the subject matter hereof, and shall be binding on the Development regardless of any later changes in City ordinances or policies.

E. Defaults

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

F. Severability

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

G. Recording

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, against Phase II, Phase III and Phase IV, and all costs of recording shall be paid by Developer.

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

The exhibits attached to this Agreement, which are listed on the page following the signature pages ("Exhibits"), and the plans, agreements and easements referred to in this Agreement are made a part of this Agreement and are incorporated herein by reference. The plans referred to in this Agreement will be on file with the City of Kenosha Department of City Development upon review and approval by City Engineer and Utility General Manager.

I. Choice of Law and Venue

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

J. Waiver of Breach or Violation not Deemed Continuing

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

K. Construction

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

L. Time of the Essence

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

M. Binding Effect

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

N. Amendment

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

O. Cooperation.

The City agrees to cooperate with the Town of Paris for any requirements required by any agreement between them, including the Cooperative Plan, and any Attachment Petition for a part of the Total Development Real Estate. The City agrees to issue estoppel letters, if requested by Developer, to confirm the status of completion of any obligations hereunder. Further, the City agrees that no approval or permit issuance herein shall be delayed for failure of the City/County Agreement Obligation.

VIII. SPECIAL PROVISIONS

The following are special provisions for this Development and definitions that are used throughout this Agreement.

A. Towne Realty Intersection Agreement.

TI KCP I, LLC, and TI KCP II, LLC, both affiliates of Towne Realty, Inc. (together, "Towne Realty") own property immediately to the north of the Phase I Land and the Phase IV Land (the "Towne Realty Parcels," and which have Tax Key Numbers of 08-221-24-301-011 and 08-221-24-301-012, and an approximate legal description of Lots 1 and 2, CSM No. 2874). When the Towne Realty Parcels were developed, the City entered into an agreement with Towne Realty entitled "Future Street Improvements Agreement Between Towne Realty, Inc. and the City of Kenosha," dated July 2nd, 2018, and which was recorded in the Register of Deed's Office on August 14, 2018 as Document No. 1825616 (the "Towne Realty Intersection Agreement"). Although the Towne Realty Intersection Agreement was not recorded against the Phase I Land or the Phase IV Land, it identified as the "Adjacent Parcel," a parcel of land then known as Tax Parcel 45-4-221-252-0113, which is now known as 08-221-25-252-014, and is part of the Phase I Land. The City has agreed in the Phase I Development Agreement, that all obligations of the Towne Realty Intersection Agreement, as they relate to any part of the Phase II, III or Phase IV Land, are satisfied by the provisions of the Phase I Development Agreement and therefore, no further obligation remains herein.

B. Uline East Development Interconnections.

Route 142, LLC, which is a Developer Affiliate because its owners include some of the owners of Developer ("Uline East Owner"), has developed land in the City which is immediately east of the Phase I Land and Phase II Land, and which was described on Exhibit G to the Phase I Development Agreement as the "Uline East Development." Any obligations to dedicate part of the Uline East Development for roadway work, was accomplished in the Phase I Development Agreement, and therefore the City confirms no further dedication of Uline East Development land is needed for this Agreement.

C. Right of Recovery.

When the Uline East Owner developed the Uline East Development, it paid for certain water main and sewer main improvements, which resulted in a Right of Recovery Assessment levied upon future development and on parts of the Total Development Real Estate in the amount of \$79,349.20 for the Water Main, and \$2,796.50 for the Sewer Main (together, the "First Right of Recovery Assessment"). This First Right of Recovery Assessment was owed by Developer as owner of the Total Development Real Estate, to the Uline East Owner as owner of the Uline East Development. Since these parties are both Developer Affiliates, Developer secured an agreement by which the Uline East Owner agreed to execute a Waiver and Termination of reimbursement of the First Right of Recovery Assessment, and the Developer signed that Termination, and the City agreed to officially terminate this First Right of Recovery Assessment on the Total Development Real Estate. Similarly, the Total Development Real Estate was encumbered by a second Right of Recovery, in the amount of \$57,826.00 for a water main on 38th Street and 128th Avenue, and \$16,088.50 for a Sanitary Sewer Main on 38th Street ("Second Right of Recovery"), which was waived by an agreement between the Developer and the Uline East Owner, and which the City agreed to terminate. City agrees that no part of the Total Development Real Estate is subject to any remaining Rights of Recovery, except as defined on Exhibit J as being due to LPC Kenosha I, LLC and referenced above.

D. Phasing.

Developer intends to develop all of the Total Development Real Estate in one coordinated development, but to do so in Phases. The four Phases are shown on Exhibit D. This Agreement is intended to create an agreement for each of Phases II, III and IV, but with applications for, and permits for work to be completed for only one specific Phase, as contained in those applications. No construction of any building or use of any buildings, on Phases II, III or IV may be commenced without application for and approval of, all permits required therefor as identified herein. Developer has not requested TIF Funds or financial assistance from the City for this Development, and there is no required timetable to complete any of the Phases.

IX. AUTHORIZATION

A. Developer represents to City and Utility that Developer is a Delaware limited liability company, is in good standing in Delaware, that all acts which are a condition precedent to entering into this Agreement have thereby taken place, and that the individual executing this Agreement on

behalf of Developer has the authority to do so and to bind Developer to the terms and conditions of this Agreement.

B.	Utility enters into this Agreement by	authority of action	taken by the Board	ł
	of Water Commissioners on the	day of	_, 2024.	

C.	City enters into	this Agreement by	authority o	of action tak	en by its Common
	Council on the	day of	, 2024.		

X. JURISDICTION.

The parties acknowledge that some of the intersections and roadways involved in the Street Improvements, are currently owned by the County, or by the Town of Paris, and that the City has jurisdictional control over some but not all of them. Further, the Phase II Land and the Phase III Land were in the Town of Paris, but subject to the Cooperative Plan which allows them to be attached to the City upon application by Developer, and those parcels have now been attached to the City, and are subject to this Agreement. City agrees to cooperate with the Town of Paris and County to carry out the plans contained herein for the Street Improvements. Further, City agrees to build, or cause the Town or County to build, any improvements to intersections studied in the Traffic Impact Analysis, other than the Street Improvements required herein, at no cost to Developer or to the Total Development Real Estate.

XI. UTILITY COMMITMENT.

As part of this Agreement, the City agrees to execute an underground easement or other permanent agreement, allowing the Developer to connect all buildings on the Total Development Real Estate to the "dark fiber" wire serving the Uline East Development, and to hydrogen gas service from the Uline East Development electric primary power plant.

		STREET, LLC aware Limited Liability Company
	BY:	PHILLIP D. HUNT, its Authorized Person
	Date:	
STATE OF WISCONSIN) : SS. COUNTY OF KENOSHA) The foregoing instrument was ackr, 2024, by Phillip D. Hunt, Auth personally known to me.		
	Notary	Name: County, WI

KENOSHA WATER UTILITY A Wisconsin Municipal Water Utility

	BY:	DAVID F. BOGDALA, Chairperson Board of Water Commissioners
	Date:	
	BY:	CURTIS CZARNECKI, General Manager Kenosha Water Utility
	Date:	
STATE OF WISCONSIN) : SS. COUNTY OF KENOSHA)		
Personally came before me this	Nater L and Go ey exec	Jtility, a Wisconsin municipal water eneral Manager of said municipal cuted the foregoing instrument as
	Print N Notary	Name: Public, Kenosha County, WI ommission expires/is:

CITY OF KENOSHA, WISCONSIN A Municipal Corporation

	BY:	
		JOHN M. ANTARAMIAN, Mayor
	Date:	
	BY:	MICHELLE L. NELSON, City Clerk/Treasurer
	Date:	
STATE OF WISCONSIN) : SS. COUNTY OF KENOSHA)		
Personally came before me this John M. Antaramian, Mayor, and Michelle L Kenosha, Wisconsin, a municipal corporation Clerk/Treasurer of said municipal corporation executed the foregoing instrument as such of authority.	n, to me ation, and	known to be such Mayor and City dacknowledge to me that they
	Notary	lame: Public, Kenosha County, WI mmission expires/is:

Drafted By:
Matthew A. Knight
City Attorney
625 52nd Street, RM201
Kenosha, Wisconsin 53140
Phone: 262-653-4170

Fax: 262-925-5933 mknight@kenosha.org

Exhibit List for Second City of Kenosha/38th Street, LLC Development Agreement [3/7/24 version]

The "Exhibits" are the following:

Exhibit A	Legal Description of Total Development Real Estate, and the Phase I, II, III and Phase IV Land Before Recording of First CSM and Tax ID numbers
Exhibit B	Recorded First Certified Survey Map or First CSM of the Phase I and IV Land
Exhibit C	Recorded First Conditional Use Permit or First CUP for the Phase I and IV Land
Exhibit D	Map of Phases on the Total Development Real Estate
Exhibit E	List of Public Improvements and Public Dedicated Improvements
Exhibit F	Street Improvements and definition of Adjacent Streets
Exhibit G	[intentionally deleted]
Exhibit H	Utility Improvements and Utility Requirements
Exhibit I	[intentionally deleted]
Exhibit J	Right of Recovery Memo from City dated October 19, 2023

Exhibit A

<u>Legal Description of Total Development Real Estate Before Recording of First</u> <u>CSM</u>, the Phases, and the First CSM

The "Total Development Real Estate," before recording of the First CSM shall be defined as:

The Former LPC Land defined as follows and being Tax Key No. 08-221-25-252-014

Part of the Southwest Quarter of Section 24, Town 2 North, Range 21 East of the Fourth Principal Meridian, and being more particularly described as: Beginning at the Southeast corner of said Quarter Section; thence West along the South line of said Quarter Section 1996 feet to a point 660 feet East from the Southwest corner of said Quarter Section; thence North and parallel to the West line of said Quarter Section 660.05 feet; thence East and parallel to the South line of said Quarter Section 1997.8 feet to the East line of said Quarter Section; thence South and along the East line of said Quarter Section 660 feet to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

AND

The North Half of the Northwest Quarter of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian; EXCEPTING THEREFROM that part of the Northwest Quarter of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian described as follows: Beginning at the Northwest corner of said Quarter Section; thence North 89° 31' 48" East along the North line of said Quarter Section 350.00 feet; thence South 01° 54' 28" East parallel to the West line of said Quarter Section 350.00 feet; thence South 89° 31' 48" West parallel to the North line of said Quarter Section 660.01 feet to the West line of said Quarter Section; thence North 01° 54' 28" West along said West line 350.00 feet to the point of beginning.

Tax Key Number: 08-221-25-252-014

Parcel 4 of the former Kolnik Land, being Tax Key No. 45-5-221-252-0330;

PARCEL 4: Lands being in part of the Northwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal; Meridian; lying and being in the Town of Paris, Kenosha County, Wisconsin and being more particularly described as: Beginning at the Southwest corner of said 1/4 Section; thence North 01°54'28" West along the West line of said 1/4 Section 915.86 feet, thence North 89°25'57" East parallel to the North line of the South 1/2 of said 1/4 Section 440.00 feet; thence North 01°54'28" West parallel to aforesaid West line 412.50 feet to said North line of South 1/2 of said 1/4 Section; thence North 89°25'57" East along said North line 884.05 feet to the East line of the West 1/2 of said 1/4 Section, thence South 01°44'09" East along said East line 1326.02 feet to the South line of said 1/4 Section; thence South 89°20'04" West along said South line 1320.02 feet to the Southwest corner of said 1/4 Section and the point of beginning; subject to public roads over and across the Westerly and Southerly portions.

Parcel 5 of the former Kolnik Land, being Tax Key No. 08-221-25-252-035:

PARCEL 5: Lands being in part of the Northwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal; Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Beginning at the Southeast corner of said 1/4 Section; thence North 01°33'48" West along the East line of said 1/4 Section 1323.68 feet to the North line of the South 1/2 of said 1/4 Section; thence South 89°25'57" West along said North line 1324.05 feet to the West line of the East 1/2 of said 1/4 Section; thence South 01°44'09" East along said West line 1326.02 feet to the South line of said 1/4 Section; thence North 89°20'04" East along said South line 1320.02 feet to the Southeast

corner thereof and the point of beginning, subject to a public road over and across the Southerly portion thereof:

EXCEPTING THEREFROM lands used for road purposes; ALSO EXCEPTING THEREFROM the following two parcels conveyed in Warranty Deed recorded April 12, 2016 as Document No. 1769682 and described as follows:

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at the Southeast corner of the Northwest 1/4 of said Section 25; thence South 89° 20' 04" West along the South line of said Northwest 1/4, 323.27 feet; thence North 00° 39' 56" West, 33.00 feet to the North right of way line of 38th Street – County Trunk Highway "N"; thence North 85° 37' 46" East 154.97 feet; thence North 71° 46' 16" East, 92.02 feet; thence North 01° 27' 29" West, 33.50 feet; thence North 88° 50' 32" East, 30.72 feet; thence North 01° 22' 31" West, 207.70 feet; thence North 13° 07' 37" East, 190.52 feet to the East line of said Northwest 1/4; thence South 01° 33' 48" East along said East line, 497.31 feet to the point of beginning and lying and being in the Town of Paris, County of Kenosha and State of Kenosha.

AND

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Southeast corner of the Northwest 1/4 of said Section 25; thence North 01° 33' 48' West along the East line of said Northwest 1/4, 1058.77 feet to the point of beginning; thence South 88° 26' 12" West, 10.00 feet; thence North 01° 33' 48" West, 85.00 feet; thence North 88° 26' 12" East, 10.00 feet to the aforesaid East line of said Northwest 1/4; thence South 01° 33' 48" East along said East line, 85.00 feet to the point of beginning, and lying and being in the Town of Paris, County of Kenosha and State of Wisconsin.

Parcel 6 of the former Kolnik Land, being Tax Key No. 45-4-221-253-0200

<u>PARCEL 6:</u> The West 1/2 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian; lying and being in the Town of Paris, Kenosha County, Wisconsin.

Parcel 7 of the former Kolnik Land, being Tax Key No. 45-4-221-253-0101:

<u>PARCEL 7</u>: The North 1/2 of the East 1/2 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian; in the Town of Paris, Kenosha County, Wisconsin; <u>EXCEPTING THEREFROM</u> lands used for road purposes; <u>ALSO EXCEPTING THEREFROM</u> the lands conveyed in Warranty Deed recorded April 12, 2016 as Document No. 1769682 and described as follows:

Lands being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at the Northeast corner of the Southwest 1/4 of said Section 25; thence South 01° 59' 40" East along the East line of said Southwest 1/4, 107.24 feet; thence South 88° 00' 20" West, 33.00 feet to the West right of way line of 128th Avenue; thence North 46° 19' 48" West 107.29 feet to the South right of way line of 38th Street – County Trunk Highway "N"; thence North 00° 39' 56" West 33.00 feet to the North line of said Southwest 1/4; thence North 89° 20' 04" East along said North line 107.24 feet to the point of beginning, and lying and being in the Town of Paris, County of Kenosha, State of Wisconsin; and

Parcel 8 of the former Kolnik Land, being Tax Key No. 45-4-221-253-0400:

<u>PARCEL 8</u>: The South 1/2 of the East 1/2 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian; and lying and being in the Town of Paris, Kenosha County, Wisconsin.

Note Part of the Total Development Real Estate, was redefined as Parcel 1 of the First CSM, being CSM 3051, by the recording of the First CSM as Document No. 1948555.

<u>The Phase I Land shall be:</u> That part of Parcel 1 CSM 3051 lying east of the centerline of the 150' Wisconsin Electric Power Company Easement, as shown on CSM 3051.

<u>The Phase IV Land shall be:</u> That part of Parcel 1 of CSM 3051 lying west of the centerline of the 150' Wisconsin Electric Power Company Easement as shown on CSM 3051.

Tax Identification Numbers for 2023:

08-221-25-252-014 (North part of Phase I and Phase IV) 08-221-25-252-035 (South part of Phase I) 45-4-221-252-0330 (South part of Phase IV)

The Phase II Land shall be:

<u>PARCEL 7</u>: The North 1/2 of the East 1/2 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian; in the Town of Paris, Kenosha County, Wisconsin; <u>EXCEPTING THEREFROM</u> lands used for road purposes; <u>ALSO EXCEPTING THEREFROM</u> the lands conveyed in Warranty Deed recorded April 12, 2016 as Document No. 1769682 and described as follows:

Lands being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at the Northeast corner of the Southwest 1/4 of said Section 25; thence South 01° 59' 40" East along the East line of said Southwest 1/4, 107.24 feet; thence South 88° 00' 20" West, 33.00 feet to the West right of way line of 128th Avenue; thence North 46° 19' 48" West 107.29 feet to the South right of way line of 38th Street – County Trunk Highway "N"; thence North 00° 39' 56" West 33.00 feet to the North line of said Southwest 1/4; thence North 89° 20' 04" East along said North line 107.24 feet to the point of beginning, and lying and being in the Town of Paris, County of Kenosha, State of Wisconsin; and

<u>PARCEL 8</u>: The South 1/2 of the East 1/2 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian; and lying and being in the Town of Paris, Kenosha County, Wisconsin

The Phase III Land shall be:

<u>PARCEL 6:</u> The West 1/2 of the Southwest 1/4 of Section 25, Town 2 North, Range 21 East of the Fourth Principal Meridian; lying and being in the Town of Paris, Kenosha County, Wisconsin, less any land taken or dedicated road purposes.

The Definition of each of the Phases of land shall be less and excepting any land deeded to or dedicated to the City of Kenosha for roadway purposes.

Note all of the Parcels are now in the City of Kenosha

Exhibit B

First Certified Survey Map or CSM

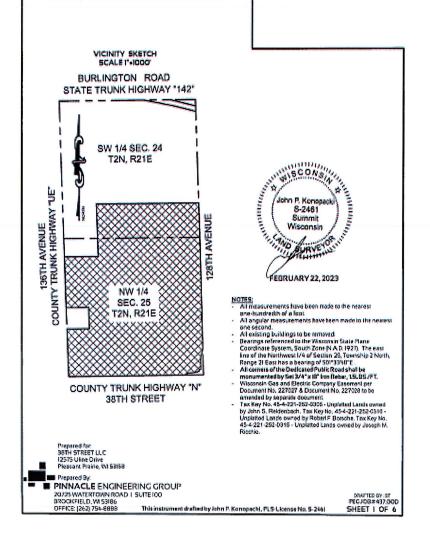


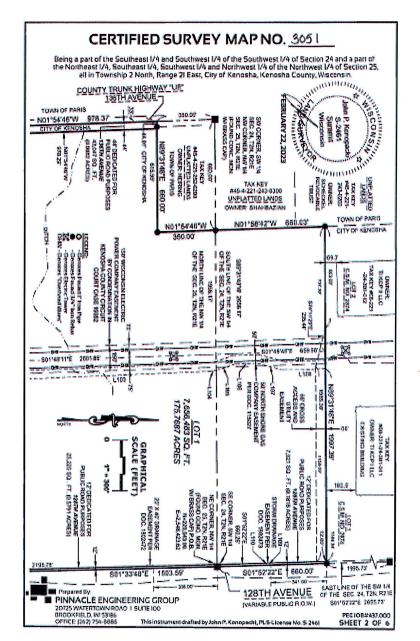


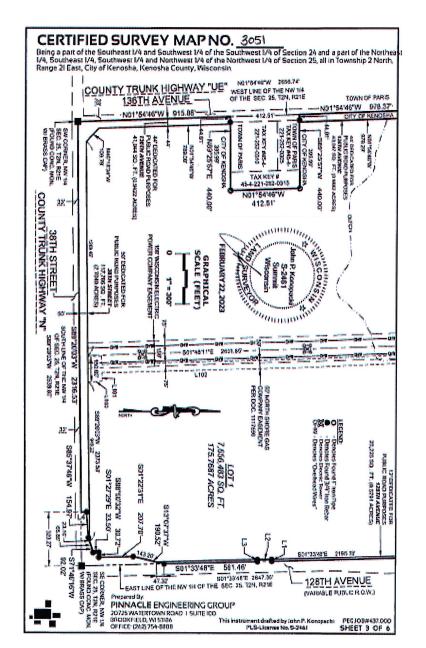
Document At 1948555
Date: 2023-06-21 Time: 3:11 PM Pages: 6
Fee: \$30,00 County: KENOSHA State: WI
REGISTER OF DEEDS: JOELLYN M. STORZ

MAPNO. 3051

Being a part of the Southeast I/4 and Southwest I/4 of the Southwest I/4 of Section 24 and a part of the Northeast I/4, Southwest I/4 and Northwest I/4 of the Northwest I/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.







CERTIFIED SURVEY MAP NO. 3051

Being a part of the Southeast I/4 and Southwest I/4 of the Southwest I/4 of Section 24 and a part of the Northwest I/4, Southeast I/4, Southwest I/4 and Northwest I/4 of the Northwest I/4 of Section 25, all in Township 2 North, Range 2I East, City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) WAUKESHA COUNTY) SS

I, John P. Konopaski, Professional Land Surveyor, do hereby sertify:

That I have surveyed, stapped and divided that part of the Southeast 144 and Southwest 144 of the Southwest 1/4 of Section 24 and a part of the Northwest 1/4 of Section 15. Southwest 1/4 of Section 15. Southwest 1/4 of Section 15. at in Township 2 North Range 21 East, City of Kenasha. Kenasha County, Wisconsin, which is bounded and described as Infows:

Township 2 Morth, Range 21 East, Chy of Renasha, Kerosha Courty, Wassansin, which is bounded and described as fell Beginning at the nathread comer of the Nathreast NA of said Section 25; There is South 07/3942 East storing the east live of said Northwest 14, 1903 50 feet, There is South 07/3942 East storing the wast light of way fine of 1520 Avenue, 10/30 host, There is South 07/3942 East storing said work light of way fine, 15/00 feet, There is South 07/3942 East storing said work light of way fine, 15/00 feet, There is South 07/3942 East storing said wast light of way fine, 10/10 feet to the aforesaid continued the Nathreast 1/4. There is South 07/3942 East storing said said the, 36/40 feet; There is South 07/39737 West olong has west right of way fine, 25/70 feet; There is South 07/39737 West olong said wast fight of way fine, 25/70 feet; There is South 07/39737 East shorp said west right of way fine, 25/70 feet; There is South 07/39737 East shorp said wast right of way fine, 25/70 feet; There is South 07/3973 East shorp said wast right of way fine, 25/70 feet; There is South 07/3973 East shorp said wast right of way fine, 25/70 feet; There is South 07/3973 East shorp said wast right of way fine, 25/70 feet; There is South 07/3973 East shorp said east high story fine, 35/70 feet; There is South 07/3973 East shorp said east high of way line, 25/80 feet; There is South 07/3973 East shorp said east high of way line, 25/80 feet; There is South 07/3973 East shorp said east high of way line, 25/80 feet; There is South 07/3973 East shorp said east high of way line, 15/40 feet, 15/4047 West shorp said east high of way line, 25/80 feet, 15/4047 West shorp said east high of way line, 25/80 feet, 15/4047 West shorp said east high of the South feet of said Northwest 1/4, There is Northwest 1/4 feet, 25/80 feet, 15/4047 West shorp said east high of the South fine of the Northwest 1/4, There is Northwest 1/4 feet, 25/80 feet, 15/4047 West shorp said east high of the Southwest 1/4 of soid Section 24; There is Northwest 1/4

Decimating that portion of subject property as graphically shown for public right of way purposes.

Containing 7.091,506 equate level (181.1640 acres) of lend Gross and 7.858 460 square level (175.7687 acros) of land that receive less.

That I have made such survey, land division and map by the direction of 38TH STREET LLC, owner of said land

That such map is a correct representation of all the enterior boundaries of the land surveyed and the land sixtion thereof made

That I have fully complete with the requirements of Chapter 206 of the Wisconsin Date Statutes and the City of Kensains Land Division Circinance in surveying, mapping and childing the land within the cartised survey map.

Date: FEBRUARY 22, 2023

John P. Kenopacki Professional Land Surveyor 8-2461



LINE TABLE			
LINE NO.	BEARING	DISTANCE	
Ļ1	\$80°26'12'W	10.007	
L2	501°33'49'E	85.00*	
1.3	N88*26*12*E	10.00*	
1,4	S00'0956'E	33/007	



PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD 1 SUITE 100 BROCKFELD, WISSING DEFICE: (262) 754-6838 This lost

This instrument drafted by John P. Konopacts, PLS-License No. 5-246

SHEET 4 OF 6

CERTIFIED SURVEY MAP NO. 3051 Being a part of the Southeast I/4 and Southwest I/4 of the Southwest I/4 of Section 24 and a part of the Northeast I/4, Southeast I/4, Southwest I/4 and Northwest I/4 of the Northwest I/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Vilsconsin. OWNER'S CERTIFICATE OF DEDICATION NATH STREET LIG., a Limited Libbilly Company they organized and existing under and by who of the lives of the State of Waccomic, as owned, does healthy centrally his said finished Sabbly company council the fand described on this central surveymap to be surveyed, chiefed, disposed and declinated on preparation of this central outway map. 38TH STREET LLC, as owner, sees further perify that this certified survey map is required by Chapter 336 of the Wisconsin State Statutes to be submitted to the following for approval: City of Kennsha IN WINESS WHEREOF, the said 20TH STREET LLC has caused home research to be algored by manne BRAD FOLKERT (the) DIRECTOR OF COUNT FUOTISM: (the) DIRECTOR OF COUNTY FUOTISM: MAY DIRECTOR DE CONSTRUCTION STATE OF WISCONSINI COUNTY | 55 Personally cames before my tris. Sim. (asy of MALL 2003, incree). Brad Folkoff (that Director of Condition of the Personal State Street C. Franceschina Noter Party C. Franceschina Some of Wester Serves blad | 266 My Commission Express | 6/19/26 C. Franceschina **Notary Public** State of Wisconsin CONSENT OF CORPORATE MORTCAGEE IN WITNESS WHEREOF, the said , 9173. John a kon-STATE OF WISCONSIN) Possonally game before me

This instrument drafted by John P. Konopachi, PLS-License No. 5-7651

o of Wisconsin Commission Expires

PRINTACLE ENCINEERING GROUP 20725 WATERTOWN BOAD I SUITE 200 BROCKFIELD, WI 53185 OFFICE: QSQ) 754-8888 This instrument FEBRUARY 22, 2023

CERTIFIED SURVEY MAP NO. 3051

Being a part of the Southeast I/4 and Southwest I/4 of the Southwest I/4 of Section 24 and a part of the Northeast I/4, Southeast I/4, Southwest I/4 and Northwest I/4 of the Northwest I/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.

COMMON COUNCIL APPROVAL

RESCLVED that this Cartifed Survey Map in the City of Kersosha, which has been filed for approved, be anothersby is approved as required by Chapter 201 of the Wassersin Statutes.

6/15/23	MM H
Date	Thin M. Kellanderstell, Vineyor
Cale Cale Cale Cale Cale Cale Cale Cale	Michelle J. D. Dan

TREASURER'S CERTIFICATE

Minchellis Nelson, being duly appointed Certifinessurer of the City of Kanosha, do hereby certify in accordance with the records in my office, there are no ungoed leaves or special assessments as of 1500 day of June 2023 on any of the lands in the Certified Gursey Mag.

4/15/23	Modelaco L. M. O.
Oak	Michelle L. Nelson, City Clark/Tre-

EASEMENT LINE TABLE			
LINE NO.	BEARING	DISTANCE	
L100	N01"33'43"W	83.01	
Liöi	\$691201031W	50,01	
L102	N01°33'48'W	1193.23'	
L103	N02120/30/W	1262.84"	
L104	N09158'57"W	49,21	
L105	N181131031W	112.47	
L106	N01"53"03"W	132.82	
L107	N141271571E	160.00	
L108	N01°53′03°W	250.48"	
L100	\$38*18*00*W	23,69	
L110	851"42"00"E	20.00	



PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD 1 SUITE IDO BROOKE ELD, VI 53526 OFFICE (262) 754-63115 This insurances

This instrument drafted by John P. Konopachi, PLS-License No. 5-2461

PEGJ0G#437.000 SHEET 6 OF 6

Exhibit C

Conditional Use Permit or CUP for Phase I

This shall be the recorded CUP, which is incorporated herein by reference, the first page of which is inserted below:

CONDITIONAL USE PERMIT STATE OF WISCONSIN

Document Number

The Common Council of the City of Kenosha, Wisconsin, hereby grants to 38" Street, LLC, owner of the parcel, described with more particularity in the legal description attached hereto as "Exhibit A" and incorporated herein by reference a Conditional Use Permit for a distribution facility, as approved by the Common Council on May 1, 2023. This Conditional Use Permit is binding upon all future successors, assigns, owners, lessees, and/or tenants and shall be considered a covenant that runs with the land.

The following Exhibits are attached hereto: Exhibit A - Legal Description Exhibit B - Site Plan

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

Effective Date: May 3, 2023

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

Document #: 1949101 Date: 2023-07-03 Time: 2:35 PM Pages: 5 Fee: \$30.00 County: KENOSHA State: WI REGISTER OF DEEDS: JOELLYN M. STORZ

Name and Return Address City of Kenosha Development 625 52nd Street - Room 308 Kenosha, WI 53140

Parcel Identification Number 08-221-25-252-014 / 08-221-25-252-033 08-221-25-252-035

5-

Uline WQ at 128th Avenue and 38th Street CONDITIONS OF APPROVAL

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

1

Exhibit D

Drawing of Phases of the Total Development Real Estate

[Note the Phases will not necessarily be developed in numerical order]
[Phase IV will only be built to the extent of the blue outline below unless otherwise approved in the eventual Site Plan for Phase IV. Note areas in light green are not owned by Developer]

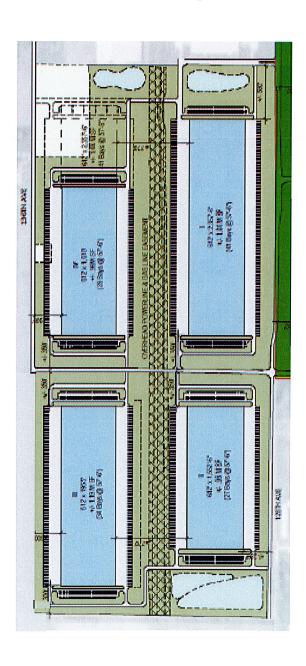


Exhibit E

Definitions of Various Improvements

The "Improvements" means all improvements Developer is making on the Total Development Real Estate, or on an individual Phase.

The "Public Improvements" are all of the following Improvements for each Phase, which are required by the City for public purposes, and will be the subject of the Letter of Credit:

- -Street Improvements associated with that Phase, located on an adjacent public right of way, including land required to be dedicated herein for public right of way, and identified on <u>Exhibit F</u>.
- -Utility Improvements required for that Phase, as identified in Exhibit H.

The "Public Dedicated Improvements" will be those Public Improvements for each Phase that will be dedicated to the City or Utility and become owned by the City or Utility, as required in the attached Development Agreement.

Exhibit F

Requirements for Street Improvements

The map below shows the "Total Development Real Estate" with markings to show the only Street Improvements required for any Phase of the Project.

The term "Adjacent Streets" shall mean the following:

- -for the Phase I Development, 128th Avenue from the northern edge of the Phase I Land south to the centerline of 38th Street. [Note these improvements have been completed or are required in the Phase I Development Agreement not this Agreement]
- -for the Phase II Development, 128th Avenue from the centerline of 38th Street south to the southern line of the Phase II Land, plus 38th Street, from the western right of way line of 128th Avenue to the western edge of the Phase II Land.
- -for the Phase III Development, 38th Street, from the eastern edge of the Phase III Land to the western edge of the 38th Street Improvements defined below.
- -for the Phase IV Development, 136th Avenue (C.T.H. UE) from the southwest corner of the Phase IV Land north to the northwest corner of the Phase IV Land.

Note the definition of Adjacent Streets is intended to identify which Streets are adjacent to a Phase but not to show the Developer's requirements to build or install those improvements.

The "Street Improvements" shall be defined as follows, but only to the extent shown on the roadway improvement plans ("Roadway Plans") defined in this exhibit:

The "Phase I Street Improvements" involve the improvements on 128th Avenue, immediately east of Phase I, south to the north line of the 38th Street Intersection, including the Towne Realty Improvements and roadway dedication from the Uline East Owner, all as defined in the Phase I Development Agreement. All of the Phase I Street Improvements are contained in the Phase I Development Agreement and nothing more is required in this Agreement for the Phase I Street Improvements, in connection with the development of the Project on the Phase II, III or IV Land.

There are no "**Phase II Street Improvements**" other than the 38th Street Improvements referenced below, plus any required Developer driveway connection improvements from the Phase II Land to the City paid improvements to 128th Avenue. The City has agreed to pay for any improvements needed to 128th Avenue other than those required in the Phase I Development Agreement.

The "38th Street Improvements" are only the improvements on the north and south sides of 38th Street, from the west side of 128th Avenue, to a point 1,100 feet west of 136th Avenue (C.T.H. UE), including driveways to 38th Street from the adjacent land, and

including the utilities located inside that right of way, consistent with the Roadway Plans defined below. Note the 38th Street Improvement plans must be approved prior to the issuance of any permits on any of the Phase II, III or IV Land, and such improvements must be completed before any occupancy permits are issued for the Phase II, III or IV Land. Note the Developer may construct "emergency only" access points to 38th Street, in advance of such access points being required for general driveway use. Any "emergency only" access points may be controlled by Developer with gates or other improvements to limit general access.

There are no "Phase III Street Improvements" other than the 38th Street Improvements.

There no "Phase IV Street Improvements" other than the 38th Street Improvements. The Phase IV Land will not have general access from 136th Avenue (C.T.H. UE) (only emergency access). The Phase IV Land will have its access from 128th Avenue, and, when the entrances to 38th Street are built as part of the 38th Street Improvements, from 38th Street. Note the Developer may construct "emergency only" access points to 136th Avenue. Any "emergency only" access points may be controlled by Developer with gates or other improvements to limit general access

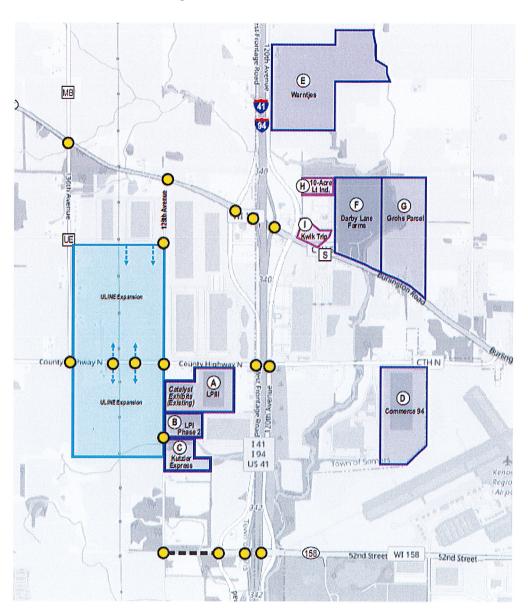
The 38th Street Improvements must be completed before a final occupancy permit can be issued for the Phase II, III or IV Land.

Out of an abundance of caution, the parties make the clarification that the Developer was requested to study, in the TIA for the Phase II, III and IV Land, a number of nearby intersections shown as yellow dots on the map below (the "Studied Intersections"), but that the Developer will not be required by the City or the State DOT to make improvements or in any way pay for intersection improvements at the Studied Intersections, other than for the Street Improvements stated in this Exhibit F, and the payment of the \$2,000,000 Traffic Improvement Fee, an Impact Fee. Any improvements for the 136th Avenue and Route 142 intersection, or other Frontage Road improvements, will be paid for by the City out of TIF or other funds. This is a material consideration for this Agreement.

Further, City confirms that the Street Improvements do not require the condemnation, donation or taking of any land from the Total Development Real Estate, other than for the 38th Street Improvements, as shown in the attached Roadway Plans, and the dedication of land on the east side of the Phase II Land, sufficient to make a 55 foot right of way from the section line abutting 128th Avenue. There shall be no dedication of land required on the west side of the Phase III or Phase IV Land for road right of way.

The City agrees to use all moneys it collected from the development impact fee or traffic impact fee for any such offsite traffic improvements. All obligations for the Street Improvements are subject to the provisions of the attached Agreement, including specifically the City/County Agreement Obligation regarding County road right of ways.

Map of the "Studied Intersections"



The "Roadway Plans" shall be the

Roadway plans drawn by Pinnacle Engineering Group dated May 22, 2023, for the Uline WQ Distribution Facility, pages C-1 to C-8 (the "blue line drawings")

As detailed in the preliminary geometry plans drawn by Pinnacle Engineering Group dated March 5, 2024, as refined and subject to discussion and final approval by the City and Developer, which are on file with the City and incorporated herein by reference.

Exhibit G Site Plan Review of Phases

[Intentionally Deleted]

Exhibit H

Utility Improvements and Utility Requirements

[this is intended to include all technical definitions of Public Improvements required for each Phase of Development]

Sanitary Sewerage Facilities to be installed, referred to in Section I.A.1. of this Agreement as the "Sanitary Sewerage Requirements" consists of the following:

- Extension of the existing 18 inch sanitary sewer main in 38th Street (CTH N) which is currently installed to a point approximately 300 feet west of the west right of way of 128th Avenue. The 18 inch sanitary sewer main shall be installed at minimum slope and extended to the west limits of any required improvements to the 136th Avenue (CTH UE) intersection.
- Installation of a 12 inch sanitary sewer main, at minimum slope, north to the limits of any required improvements to the 136th Avenue (CTH UE) intersection.
- Installation of any sanitary sewer laterals required for Phases II, III, and IV.
- All sanitary sewer facilities to be installed in accordance with Kenosha Water Utility specifications.

Water Supply and Distribution Facilities to be installed, referred to in Section I.B.1. as the "Water Supply and Distribution Requirements" consists of the following:

- Extension of the existing 16 inch water main in 38th Street (CTH N) which is currently installed to a point approximately 300 feet west of the west right of way of 128th Avenue. The 16 inch water main shall be extended to the west limits of any required improvements to the 136th Avenue (CTH UE) intersection.
- Installation of a 16 inch water main north to the limits of any required improvements to the 136th Avenue (CTH UE) intersection.
- Installation of any water services required for Phases II, III, and IV.
- All water main facilities to be installed in accordance with Kenosha Water Utility specifications.

Note, as provided in Section I A.1 of the Agreement related to Sanitary Sewerage Facilities, and in Section I.B.1 of the Agreement, related to Water Supply and Distribution Facilities, there is no requirement for any such facilities in, or to, the east side of 136th Avenue (CTH UE), except as provided above, for either the Phase III or Phase IV development, and further, there shall be no requirement to install such facilities for the benefit of any surrounding or adjacent land.

Exhibit I [Intentionally Deleted]

Exhibit J Right of Recovery Letter from City

[attach memo from Ian Bagley to Rich Schroeder dated October 19, 2023]

Engineering Services 4401 Green Bay Road Kenosha WI 53144

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



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Rich Schroeder, Deputy Director of Community Development and Inspections

From: Ian C. Bagley, P.E., Director of Engineering Services

Date: October 19, 2023

Subject: Attachment of 4 Parcels Located at the Southwest Corner of 38th Street and 128th Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced attachment request. Please note the following comments as they relate to the parcel to be attached:

1. There is water main which extends across the 38th Street as well as the 128th Avenue frontages of this parcel which were installed by the Route 142 Uline development and extended by the Logistics Property Company development. These carry with them a deferred charge for right of recovery. This deferred charges will be due in full upon connection to the utilities. The deferred water main right of recovery for each parcel is detailed in the table below:

Parcel	Right of Recovery Due to Route 142 LLC	Right of Recovery Due to LPC Kenosha I, LLC
45-4-221-253-0105	\$2,918.40	\$0.00
45-4-221-253-0101	\$10,560.00	\$42,618.50
45-4-221-255-0400	\$0.00	\$53,024.00
45-4-221-253-0200	\$0.00	\$0.00
Total	\$15,478.40	\$95,642.50

It should be noted that the above parcels are currently owned by 38th Street LLC which is related to the ownership group of Route 142 LLC. The right of recovery owed to Route 142 LLC may be waived pending review by the City Attorney's office.

2. There is sanitary sewer main which extends across the 38th Street as well as the 128th Avenue frontages of this parcel which were installed by the Route 142 Uline development and extended by the Logistics Property Company development. These carry with them a deferred charge for right of recovery. This deferred charges will be due in full upon connection to the utilities. The deferred sanitary sewer main right of recovery for each parcel is detailed in the table below:



Parcel	Right of Recovery Due to Route 142 LLC	Right of Recovery Due to LPC Kenosha I, LLC
45-4-221-253-0105	\$3,648.00	\$0.00
45-4-221-253-0101	\$13,338.00	\$53,273.50
45-4-221-253-0400	\$0.00	\$66,280.00
45-4-221-253-0200	\$0.00	\$0.00
Total	\$16,986.00	\$119,553.50

It should be noted that the parcels are currently owned by 38th Street LLC which is related to the ownership group of Route 142 LLC. The right of recovery owed to Route 142 LLC may be waived pending review by the City Attorney's office.

- 3. There is an existing residence on parcel 45-4-221-253-0200 (13215 38th Street). Please note that sanitary sewer and water service is not available to this parcel. If the residence is to remain the existing well must have a Private Well Permit on file in accordance with Rule 09-03 of the Kenosha Water Utility Rules and Regulations. If the well is to be abandoned KWU must be provided with the well abandonment certification.
- CC: Curtis Czarnecki, P.E., General Manager Adam Dow, P.E., Facility Plan Engineer