

**AGENDA  
PUBLIC WORKS  
COMMITTEE**

**WEDNESDAY, MARCH 16, 2011  
ROOM 202  
4:30 P.M.**

**G. John Ruffolo, Chairman  
Anthony Nudo, Vice Chairman  
Steve Bostrom**

**Patrick Juliana  
Jan Michalski  
Ray Misner**

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on Wednesday, March 2, 2011.

**C. REFERRED TO COMMITTEE**

C-1 Preliminary Report/Final Resolution for Project 10-1020 39<sup>th</sup> Avenue Reconstruction (67<sup>th</sup> Street to 75<sup>th</sup> Street). **(Districts 11, 14 & 15) PUBLIC HEARING**

C-2 Acceptance of Project 10-1128 Heating & Ventilating Upgrades Truck Wash (3735 65<sup>th</sup> Street) which has been satisfactorily completed by Martin Petersen Co., Inc. (Kenosha, Wisconsin), in the amount of \$42,000.00. **(District 11)** *(Storm Water Utility Committee approved 6-0)*

C-3 Acceptance of Project 10-2002 Overpass Painting (Sheridan Rd & 11<sup>th</sup> Avenue, 52<sup>nd</sup> Street & 13<sup>th</sup> Avenue, 60<sup>th</sup> Street & 13<sup>th</sup> Avenue) which has been satisfactorily completed by Mill Coatings, Inc. (Suamico, Wisconsin), in the amount of \$77,988.00. **(Districts 2, 3, 7 & 8)**

C-4 Award of Professional Service Contract for Project 11-1410 Parkway Tree Removal to Droprite Tree & Landscape, LLC (Somers, Wisconsin) in the amount of \$97,695.00. *(also referred to Park Commission)*

C-5 Election of Vice Chairman.

**INFORMATIONAL:**

1. Status of Harbor Market Electric
2. Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

ALDERMAN COMMENTS

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

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

PUBLIC WORKS COMMITTEE  
- MINUTES -

WEDNESDAY, MARCH 2, 2011  
4:30 P.M.

G. John Ruffolo, Chairman  
Anthony Nudo, Vice Chairman  
Steve Bostrom

Patrick Juliana  
Jan Michalski  
Ray Misner

The regular meeting of the Public Works Committee was held on Monday, March 2, 2011 in Room 202 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Vice Chairman Anthony Nudo, Aldermen Steve Bostrom, Patrick Juliana, Jan Michalski and Ray Misner. The meeting was called to order at 4:45 PM. Staff members in attendance were Ron Bursek, Mike Lemens and Shelly Billingsely.

A-1 Approval of minutes of special meeting held on February 21, 2011.

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

B-1 Approval of usage of City-Owned Vacant Lots (Harbor Park land and promenade) for use by Kiwanis Club of Western Kenosha on July 29 – 31, 2011. **(District 2)**

*A public hearing was held, Candy Eisenhauer, 7515 26<sup>th</sup> Avenue, spoke. It was moved by Alderman Bostrom, seconded by Alderman Misner to defer. Motion passed 6-0.*

C-1 Approval of usage of City-Owned Vacant Lot (Harbor Park) for use by KUSD on September 10, 2011. **(District 2)**

*A public hearing was held, Patricia Demos, 131 43<sup>rd</sup> Avenue, spoke. It was moved by Alderman Nudo, seconded by Alderman Misner to approve. Motion passed 6-0.*

C-2 Award of Contract for Project 10-1412 Southport Beach House ADA Ramp (7825 First Avenue) to Camosy Construction, Kenosha, Wisconsin, in the amount of \$27,000.00. **(District 2)** (also referred to Park Commission)

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

C-3 Award of Contract for Project 10-1025 38<sup>th</sup> Street Reconstruction – Phase IV (38<sup>th</sup> Street – West of CTH S; East of Kilbourn Ditch Bridge) to Stark Asphalt, Milwaukee, Wisconsin, in the amount of \$550,000.00. **(District 16)**

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

C-4 Resolution – Intent to Assess for Project 11-1012 Resurfacing Phase I (32<sup>nd</sup> Avenue - 60<sup>th</sup> Street to 55<sup>th</sup> Street, Taft Road – Pershing Blvd to 39<sup>th</sup> Avenue, 88<sup>th</sup> Place - 47<sup>th</sup> Avenue to 43<sup>rd</sup> Avenue, 81<sup>st</sup> Street - 25<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue, 25<sup>th</sup> Avenue - 32<sup>nd</sup> Street to 31<sup>st</sup> Street) for Hazardous Sidewalk and Driveway Approach Only. **(Districts 5, 11, 13, 14 & 15)**

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

INFORMATIONAL: Project Status Report

DIRECTOR COMMENTS: Ron Bursek spoke about the base layers of 60<sup>th</sup> Street (30<sup>th</sup> Avenue to 39<sup>th</sup> Avenue) for a future project.

ALDERMAN COMMENTS:

Alderman Nudo spoke about parkway restoration on 60<sup>th</sup> Street.

Alderman Michalski spoke about the Southport Beach House project.

Alderman Nudo spoke about budget concerns regarding future projects.

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:15 pm.*

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

**BY: COMMITTEE ON PUBLIC WORKS**

**TO ORDER THE COST OF PUBLIC SIDEWALK  
AND/OR DRIVEWAY APPROACH CONSTRUCTION  
AND/OR REPLACEMENT TO BE SPECIALLY  
ASSESSED TO ABUTTING PROPERTY**

**WHEREAS,** on the **21<sup>st</sup> day of March, 2011,** the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which about the following Streets:

39<sup>th</sup> Avenue - 67<sup>th</sup> Street to 75<sup>th</sup> Street

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

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced ("Work") upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances. A permit must be obtained prior to construction and issuance will be dependent on cold weather.
2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing

the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1<sup>st</sup> of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

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

Adopted this 21<sup>st</sup> day of March, 2011.

APPROVED:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

ATTEST:

\_\_\_\_\_  
DEBRA L. SALAS, DEPUTY CITY CLERK

|                     |                                   |                  |        |
|---------------------|-----------------------------------|------------------|--------|
|                     | ASSESSED                          | TOTAL            |        |
|                     | S.F./LN.                          | ASSESSMENT       |        |
| PARCEL NUMBER       | LOT                               | 82.500           |        |
| 01-122-01-330-003-0 |                                   |                  |        |
|                     | ADDITIONAL                        | 82.50 @ \$ .00 = | \$ .00 |
| PROPERTY ADDRESS    | NUMBER OF SQUARES                 |                  |        |
| EDWARD B VANDERHOOF | 82.5 SF DRV APP DONE AT CITY COST |                  |        |
| 6711 039 AV         |                                   |                  |        |

|                     |                                     |
|---------------------|-------------------------------------|
| MAIL TO ADDRESS     | LEGAL DESCRIPTION                   |
| EDWARD B VANDERHOOF | N 8 FT OF LOT 299 & ALL OF          |
| 6711 39TH AVE       | LOT 300 HIGHLAND VIEW SUB           |
| KENOSHA, WI 53142   | PT OF SW 1/4 SEC 1 T1 R22           |
|                     | ALSO PT OF W 1/2 VAC ALLEY          |
|                     | RES #189-98 DOC#1125887 1999        |
|                     | DOC#1191433                         |
|                     | DOC#1245666                         |
|                     | DOC#1401544                         |
|                     | DOC#1563675 DEED IN ERROR           |
|                     | DOC#1571946 & 1571947 CORRECTION IN |
|                     | DOC#1572806 CORRECTION              |
|                     | DOC#1573888                         |

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|                      |                                   |                  |        |
|----------------------|-----------------------------------|------------------|--------|
| PARCEL NUMBER        | LOT                               | 97.500           |        |
| 01-122-01-330-004-0  |                                   |                  |        |
|                      | ADDITIONAL                        | 97.50 @ \$ .00 = | \$ .00 |
| PROPERTY ADDRESS     | NUMBER OF SQUARES                 |                  |        |
| SCOTT & AMBER FULLER | 97.5 SF DRV APP DONE AT CITY COST |                  |        |
| 6715 039 AV          |                                   |                  |        |

|                        |                             |
|------------------------|-----------------------------|
| MAIL TO ADDRESS        | LEGAL DESCRIPTION           |
| SCOTT & AMBER FULLER   | S 40 FT OF LOT 299 HIGHLAND |
| 6715 39TH AVE          | VIEW SUB BEING PT OF SW 1/4 |
| KENOSHA, WI 53142-7125 | SEC 1 T1 R 22 ALSO PT W 1/2 |
|                        | VAC ALLEY RES# 189-98 1999  |
|                        | DOC#1125887                 |
|                        | DOC#1091073                 |
|                        | DOC#1319964                 |

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ASSESSED TOTAL  
S.F./LN. ASSESSMENT

|                      |     |                                 |                  |        |
|----------------------|-----|---------------------------------|------------------|--------|
| PARCEL NUMBER        | LOT | 75.000                          |                  |        |
| 01-122-01-330-005-0  |     |                                 |                  |        |
|                      |     | ADDITIONAL                      | 75.00 @ \$ .00 = | \$ .00 |
| PROPERTY ADDRESS     |     | NUMBER OF SQUARES               |                  |        |
| MASA INVESTMENTS LLC |     | 75 SF DRV APP DONE AT CITY COST |                  |        |
| 6719 039 AV          |     |                                 |                  |        |

|                      |                              |
|----------------------|------------------------------|
| MAIL TO ADDRESS      | LEGAL DESCRIPTION            |
| MASA INVESTMENTS LLC | LOT 298 HIGHLAND VIEW SUB    |
| PO BOX 384           | PT OF SW 1/4 SEC 1 T1 R22    |
| RACINE, WI 53401     | ALSO PT W 1/2 VAC ALLEY      |
|                      | RES# 189-98 DOC#1125887 1999 |
|                      | V 1363 P 453                 |
|                      | V 1423 P 696                 |
|                      | DOC #1168158                 |
|                      | DOC #1402046                 |
|                      | DOC #1439512                 |
|                      | DOC #1557707                 |
|                      | DOC #1571118                 |

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|                                    |     |                   |                             |
|------------------------------------|-----|-------------------|-----------------------------|
| PARCEL NUMBER                      | LOT | 25.000            | \$111.75                    |
| 01-122-01-330-006-0                |     |                   |                             |
|                                    |     | 4" CONC R-R       | 25.00SF @ \$4.47 = \$111.75 |
| PROPERTY ADDRESS                   |     | NUMBER OF SQUARES | 1                           |
| RONALD F & FLORENCE M MILLER REVOC |     |                   |                             |
| 3818 068 ST                        |     |                   |                             |

|                            |                              |
|----------------------------|------------------------------|
| MAIL TO ADDRESS            | LEGAL DESCRIPTION            |
| RONALD F & FLORENCE MILLER | LOT 297 HIGHLAND VIEW SUB    |
| 3818 68TH ST               | PT OF SW 1/4 SEC 1 T1 R22    |
| KENOSHA, WI 53142          | ALSO PT W 1/2 VAC ALLEY      |
|                            | RES# 189-98 DOC#1125887 1999 |
|                            | DOC#1308010                  |
|                            | DOC#1405047                  |
|                            | DOC#1407526                  |

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| PARCEL NUMBER         | LOT | ASSESSED<br>S.F./LN.             | TOTAL<br>ASSESSMENT |
|-----------------------|-----|----------------------------------|---------------------|
| 01-122-01-330-014-0   |     | 190.000                          | \$111.75            |
| PROPERTY ADDRESS      |     | 4" CONC R-R 25.00SF @ \$4.47 =   | \$111.75            |
| F & A INVESTMENTS LLC |     | ADDITIONAL 165.00AR @ \$.00 =    | \$.00               |
| 6707 039 AV           |     | NUMBER OF SQUARES 1              |                     |
|                       |     | 165 SF DRV APP DONE AT CITY COST |                     |

| MAIL TO ADDRESS            | LEGAL DESCRIPTION             |
|----------------------------|-------------------------------|
| F & A INVESTMENTS LLC      | LOT 301 HIGHLAND VIEW SUB     |
| C/O MICHAEL A ENGEL D.P.M. | PT SW 1/4 SEC 1 T 1 R 22      |
| KENOSHA, WI 53142-7125     | ALSO PT W 1/2 VACATED ALLEY   |
|                            | RES#189-98 DOC#1125887 1999   |
|                            | ALSO THAT PT OF VAC 67TH ST   |
|                            | ADJACENT TO THE N RES #106-10 |
|                            | DOC#1623532                   |
|                            | (2011 LOT LINE ADJUSTMENT)    |
|                            | V 1464 P988                   |
|                            | DOC #999637                   |
|                            | DOC#1372525                   |

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| PARCEL NUMBER        | LOT | ASSESSED<br>S.F./LN.               | TOTAL<br>ASSESSMENT |
|----------------------|-----|------------------------------------|---------------------|
| 01-122-01-331-001-0  |     | 25.000                             | \$125.00            |
| PROPERTY ADDRESS     |     | ADDITIONAL 25.00SF @ \$5.00 =      | \$125.00            |
| PRINCIPE DEVELOPMENT |     | NUMBER OF SQUARES 1                |                     |
| 6801 039 AV          |     | 142.5 SF DRV APP DONE AT CITY COST |                     |

| MAIL TO ADDRESS            | LEGAL DESCRIPTION           |
|----------------------------|-----------------------------|
| PRINCIPE DEVELOPMENT PTNRS | 11981 SW 1/4 SEC 1 T 1 R 22 |
| 6803 39TH AVE              | HIGHLAND VIEW SUB N 6 FT OF |
| KENOSHA, WI 53142-7127     | LOT 295 & ALL OF LOT 296    |

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|                            |     | ASSESSED                                  | TOTAL      |
|----------------------------|-----|---|------------|
|                            |     | S.F./LN.                                  | ASSESSMENT |
| PARCEL NUMBER              | LOT | 225.000                                   | \$1,005.75 |
| 01-122-01-331-002-0        |     |   |            |
|                            |     | 4" CONC R-R 225.00SF @ \$4.47 = \$1005.75 |            |
| PROPERTY ADDRESS           |     | NUMBER OF SQUARES 9                       |            |
| PRINCIPE DEVELOPMENT       |     |   |            |
| 6803 039 AV                |     |   |            |
| MAIL TO ADDRESS            |     | LEGAL DESCRIPTION                         |            |
| PRINCIPE DEVELOPMENT PTNRS |     | SW 1/4 SEC 1 T 1 R 22 HIGHLAND            |            |
| 6803 39TH AVE              |     | VIEW SUB S 30 1/2 FT OF N 36              |            |
| KENOSHA, WI 53142-7127     |     | 1/2 FT OF LOT 295                         |            |

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|                            |     |   |            |
|----------------------------|-----|---|------------|
| PARCEL NUMBER              | LOT | 275.000                                   | \$1,229.25 |
| 01-122-01-331-003-0        |     |   |            |
|                            |     | 4" CONC R-R 275.00SF @ \$4.47 = \$1229.25 |            |
| PROPERTY ADDRESS           |     | NUMBER OF SQUARES 11                      |            |
| PRINCIPE DEVELOPMENT       |     |   |            |
| 6807 039 AV                |     |   |            |
| MAIL TO ADDRESS            |     | LEGAL DESCRIPTION                         |            |
| PRINCIPE DEVELOPMENT PTNRS |     | 11980-1 SW 1/4 SEC 1 T 1 R 22             |            |
| 6803 39TH AVE              |     | HIGHLAND VIEW SUB S 11 1/2 FT             |            |
| KENOSHA, WI 53142-7127     |     | OF LOT 295 & N 18 FT OF LOT               |            |
|                            |     | 294                                       |            |

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|                                 |     |   |            |
|---------------------------------|-----|---|------------|
| PARCEL NUMBER                   | LOT | 275.000                                   | \$1,229.25 |
| 01-122-01-331-004-0             |     |   |            |
|                                 |     | 4" CONC R-R 275.00SF @ \$4.47 = \$1229.25 |            |
| PROPERTY ADDRESS                |     | NUMBER OF SQUARES 11                      |            |
| WM, TERRENCE & MICHAEL PRINCIPE |     |   |            |
| 6811 039 AV                     |     |   |            |
| MAIL TO ADDRESS                 |     | LEGAL DESCRIPTION                         |            |
| PRINCIPE DEVELOPMENT PTNRS      |     | SW 1/4 SEC 1 T 1 R 22 HIGHLAND            |            |
| 6803 39TH AVE                   |     | VIEW SUB S 30 FT OF LOT 294               |            |
| KENOSHA, WI 53142-7127          |     |   |            |

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|                               |     | ASSESSED                        | TOTAL      |
|-------------------------------|-----|---------------------------------|------------|
|                               |     | S.F./LN.                        | ASSESSMENT |
| PARCEL NUMBER                 | LOT | 105.000                         | \$469.35   |
| 01-122-01-331-005-0           |     |                                 |            |
| PROPERTY ADDRESS              |     | 4" CONC R-R 105.00SF @ \$4.47 = | \$469.35   |
| MICHAEL W & LOUISE T PRINCIPE |     | NUMBER OF SQUARES 4             |            |
| 6815 039 AV                   |     |                                 |            |
| MAIL TO ADDRESS               |     | LEGAL DESCRIPTION               |            |
| MICHAEL W & LOUISE T PRINCIPE |     | LOT 293 HIGHLAND VIEW SUB       |            |
| 6803 39TH AVE                 |     | PT OF SW 1/4 SEC 1 T1 R22       |            |
| KENOSHA, WI 53142-7127        |     | DOC#1519213                     |            |

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|                            |     |                                    |          |
|----------------------------|-----|------------------------------------|----------|
| PARCEL NUMBER              | LOT | 272.500                            | \$245.85 |
| 01-122-01-331-015-0        |     |                                    |          |
| PROPERTY ADDRESS           |     | 4" CONC R-R 55.00SF @ \$4.47 =     | \$245.85 |
| VINCE J & HEIDI L IAQUINTA |     | ADDITIONAL 217.50AR @ \$.00 =      | \$.00    |
| 6829 039 AV                |     | NUMBER OF SQUARES 2                |          |
|                            |     | 217.5 SF DRV APP DONE AT CITY COST |          |
| MAIL TO ADDRESS            |     | LEGAL DESCRIPTION                  |          |
| VINCE & HEIDI L IAQUINTA   |     | LOT 290 & S 24 FT OF LOT 291       |          |
| 6829 39TH AVE              |     | HIGHLAND VIEW SUB PT W 1/2 SEC     |          |
| KENOSHA, WI 53142          |     | 1 T 1 R 22 EASEMENT OVER THE N     |          |
|                            |     | 10 FT 1981 VOL 1086 P 483          |          |
|                            |     | DOC#1439775                        |          |
|                            |     | DOC#1567593                        |          |

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|                            |     | ASSESSED                           | TOTAL      |
|----------------------------|-----|------------------------------------|------------|
|                            |     | S.F./LN.                           | ASSESSMENT |
| PARCEL NUMBER              | LOT | 202.500                            | \$536.40   |
| 01-122-01-331-017-0        |     |                                    |            |
| PROPERTY ADDRESS           |     | 4" CONC R-R 120.00SF @ \$4.47 =    | \$536.40   |
| CHIAPPETTA REAL ESTATE LLC |     | ADDITIONAL 82.50AR @ \$.00 =       | \$.00      |
| 6821 039 AV                |     | NUMBER OF SQUARES 5                |            |
|                            |     | 82.5 SF DRV APP DONE AT CITY COST  |            |
| MAIL TO ADDRESS            |     | LEGAL DESCRIPTION                  |            |
| CHIAPPETTA REAL ESTATE LLC |     | LOT 292 & THE N 24 FT OF LOT       |            |
| 6821 39TH AVE              |     | 291 IN HIGHLAND VIEW SUB PT        |            |
| KENOSHA, WI 53142-7127     |     | OF SW 1/4 SEC 1 T1 R22             |            |
|                            |     | (1999 COMB 01-122-01-331-006 & -01 |            |
|                            |     | DOC#1120556                        |            |
|                            |     | DOC#1126157                        |            |

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|                     |     |                                 |            |
|---------------------|-----|---------------------------------|------------|
| PARCEL NUMBER       | LOT | 382.500                         | \$1,709.78 |
| 01-122-01-334-001-0 |     |                                 |            |
| PROPERTY ADDRESS    |     | 4" CONC R-R 382.50SF @ \$4.47 = | \$1709.78  |
| MICHAEL O'NEAL      |     | NUMBER OF SQUARES 15            |            |
| 6901 039 AV         |     |                                 |            |
| MAIL TO ADDRESS     |     | LEGAL DESCRIPTION               |            |
| MICHAEL O'NEAL      |     | LOT 289 HIGHLAND VIEW SUB       |            |
| 2427 53RD CT        |     | PT OF SW 1/4 SEC 1 T1 R22       |            |
| KENOSHA, WI 53144   |     | V 1389 P 563                    |            |
|                     |     | DOC#1497165                     |            |
|                     |     | DOC#1506557                     |            |

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| PARCEL NUMBER            | LOT | ASSESSED<br>S.F./LN.           | TOTAL<br>ASSESSMENT |
|--------------------------|-----|--------------------------------|---------------------|
| 01-122-01-334-002-0      |     | 207.500                        | \$573.75            |
| PROPERTY ADDRESS         |     | 4" CONC R-R 75.00SF @ \$4.47 = | \$335.25            |
| MICHAEL J & BETTY O'NEAL |     | 6" CONC R-R 50.00SF @ \$4.77 = | \$238.50            |
| 6905 039 AV              |     | ADDITIONAL 82.50AR @ \$.00 =   | \$.00               |
|                          |     | NUMBER OF SQUARES 5            |                     |
| MAIL TO ADDRESS          |     | LEGAL DESCRIPTION              |                     |
| MICHAEL J & BETTY O'NEAL |     | LOT 288 HIGHLAND VIEW SUB      |                     |
| 2427 53RD CT             |     | PT OF SW 1/4 SEC 1 T1 R22      |                     |
| KENOSHA, WI 53144        |     | DOC#1293619                    |                     |

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|                                    |     |                                 |          |
|------------------------------------|-----|---------------------------------|----------|
| PARCEL NUMBER                      | LOT | 165.000                         | \$335.25 |
| 01-122-01-334-003-0                |     |                                 |          |
| PROPERTY ADDRESS                   |     | 4" CONC R-R 75.00SF @ \$4.47 =  | \$335.25 |
| HAROLD WICKERSHAM TRUSTEE DATED 12 |     | ADDITIONAL 90.00SF @ \$.00 =    | \$.00    |
| 6911 039 AV                        |     | NUMBER OF SQUARES 3             |          |
|                                    |     | 90 SF DRV APP DONE AT CITY COST |          |
| MAIL TO ADDRESS                    |     | LEGAL DESCRIPTION               |          |
| HAROLD WICKERSHAM                  |     | LOT 287 HIGHLAND VIEW SUB       |          |
| 6911 39TH AVE                      |     | BEING PT OF SW 1/4 SEC 1 T 1 R  |          |
| KENOSHA, WI 53142-7129             |     | 22                              |          |
|                                    |     | DOC #979917                     |          |

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|                     |     | ASSESSED                          | TOTAL              |        |
|---------------------|-----|-----------------------------------|--------------------|--------|
|                     |     | S.F./LN.                          | ASSESSMENT         |        |
| PARCEL NUMBER       | LOT | 82.500                            |                    |        |
| 01-122-01-334-004-0 |     |                                   |                    |        |
| PROPERTY ADDRESS    |     | ADDITIONAL                        | 82.50SF @ \$ .00 = | \$ .00 |
| RANDALL KOCH        |     | NUMBER OF SQUARES                 |                    |        |
| 6915 039 AV         |     | 82.5 SF DRV APP DONE AT CITY COST |                    |        |

| MAIL TO ADDRESS   | LEGAL DESCRIPTION         |
|-------------------|---------------------------|
| RANDALL KOCH      | LOT 286 HIGHLAND VIEW SUB |
| 6915 39TH AVE     | PT OF SW 1/4 SEC 1 T1 R22 |
| KENOSHA, WI 53142 | DOC#1062939               |
|                   | DOC#1118289               |
|                   | DOC#1138938               |
|                   | DOC#1259843               |
|                   | DOC#1356759               |
|                   | DOC#1396273               |
|                   | DOC#1514568               |

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|                         |     |                                   |                    |          |
|-------------------------|-----|-----------------------------------|--------------------|----------|
| PARCEL NUMBER           | LOT | 132.500                           | \$223.50           |          |
| 01-122-01-334-005-0     |     |                                   |                    |          |
| PROPERTY ADDRESS        |     | 4" CONC R-R                       | 50.00SF @ \$4.47 = | \$223.50 |
| ABIGATOR PROPERTIES LLC |     | ADDITIONAL                        | 82.50AR @ \$ .00 = | \$ .00   |
| 6921 039 AV             |     | NUMBER OF SQUARES 2               |                    |          |
|                         |     | 82.5 SF DRV APP DONE AT CITY COST |                    |          |

| MAIL TO ADDRESS         | LEGAL DESCRIPTION           |
|-------------------------|-----------------------------|
| ABIGATOR PROPERTIES LLC | LOT 285 HIGHLAND VIEW SUB   |
| 231 CATER LN            | PT OF SW 1/4 SEC 1 T 1 R 22 |
| LIBERTYVILLE, IL 60048  | DOC #981523                 |
|                         | DOC#1099797                 |
|                         | DOC#1215495                 |
|                         | DOC#1285061                 |
|                         | DOC#1398221                 |

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|                     |     | ASSESSED | TOTAL      |
|---------------------|-----|----------|------------|
|                     |     | S.F./LN. | ASSESSMENT |
| PARCEL NUMBER       | LOT | 450.000  | \$2,011.50 |
| 01-122-01-334-006-0 |     |          |            |

PROPERTY ADDRESS  
ABRAHAM LANDA  
6923 039 AV

4" CONC R-R 450.00SF @ \$4.47 = \$2011.50  
NUMBER OF SQUARES 18

| MAIL TO ADDRESS       | LEGAL DESCRIPTION               |
|-----------------------|---------------------------------|
| ABRAHAM LANDA         | LOT 284 AND THE N 9 FT & THE E  |
| 5744 W IRVING PARK RD | 22 FT OF LOT 283 HIGHLAND VIEW  |
| CHICAGO, IL 60634     | SUB PT OF SW 1/4 SEC 1 T 1 R 22 |
|                       | SUJ TO EASEMENT OVER E 22 FT    |
|                       | DOC #981526                     |
|                       | DOC#1099797                     |
|                       | DOC#1215496                     |
|                       | DOC#1292803                     |
|                       | DOC#1398220                     |
|                       | DOC#1523193                     |

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|                     |     |         |            |
|---------------------|-----|---------|------------|
| PARCEL NUMBER       | LOT | 357.500 | \$1,598.03 |
| 01-122-01-334-007-0 |     |         |            |

PROPERTY ADDRESS  
ROBERT C KARNES  
6929 039 AV

4" CONC R-R 357.50SF @ \$4.47 = \$1598.03  
NUMBER OF SQUARES 14

| MAIL TO ADDRESS        | LEGAL DESCRIPTION              |
|------------------------|--------------------------------|
| ROBERT C KARNES        | SW 1/4 SEC 1 T 1 R 22 HIGHLAND |
| 7309 PERSHING BLVD     | VIEW SUB LOT 283 EXC N 9 FT &  |
| KENOSHA, WI 53142-1907 | E22 FT                         |

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|                     |     | ASSESSED                        | TOTAL      |
|---------------------|-----|---------------------------------|------------|
|                     |     | S.F./LN.                        | ASSESSMENT |
| PARCEL NUMBER       | LOT | 175.000                         | \$782.25   |
| 01-122-01-355-003-0 |     |                                 |            |
|                     |     | 4" CONC R-R 175.00SF @ \$4.47 = | \$782.25   |
| PROPERTY ADDRESS    |     | NUMBER OF SQUARES 7             |            |
| DAVID & TIEN GLAUB  |     |                                 |            |
| 7009 039 AV         |     |                                 |            |
| MAIL TO ADDRESS     |     | LEGAL DESCRIPTION               |            |
| DAVID & TIEN GLAUB  |     | LOT 280 HIGHLAND VIEW SUB       |            |
| 7631 49TH AVE       |     | PT SW 1/4 SEC 1 T 1 R 22        |            |
| KENOSHA, WI 53142   |     | DOC#1454504                     |            |

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|                        |     |                                |         |
|------------------------|-----|--------------------------------|---------|
| PARCEL NUMBER          | LOT | 20.000                         | \$89.40 |
| 01-122-01-355-004-0    |     |                                |         |
|                        |     | 4" CONC R-R 20.00SF @ \$4.47 = | \$89.40 |
| PROPERTY ADDRESS       |     | NUMBER OF SQUARES 1            |         |
| GLORIA A LLANAS        |     |                                |         |
| 7015 039 AV            |     |                                |         |
| MAIL TO ADDRESS        |     | LEGAL DESCRIPTION              |         |
| GLORIA A LLANAS        |     | LOT 279 HIGHLAND VIEW SUB      |         |
| 7015 39TH AVE          |     | BEING PT OF SW 1/4 SEC 1 T 1 R |         |
| KENOSHA, WI 53142-7132 |     | 22                             |         |
|                        |     | V 1421 P 925                   |         |
|                        |     | V 1600 P 141                   |         |
|                        |     | DOC1010937                     |         |

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| PARCEL NUMBER          | LOT | ASSESSED<br>S.F./LN.                     | TOTAL<br>ASSESSMENT |
|------------------------|-----|--|---------------------|
| 01-122-01-355-005-0    |     | 295.000                                  | \$931.35            |
| PROPERTY ADDRESS       |     | 4" CONC R-R 155.00SF @ \$4.47 = \$692.85 |                     |
| MICHAEL M HOEY         |     | 6" CONC R-R 50.00SF @ \$4.77 = \$238.50  |                     |
| 7019 039 AV            |     | ADDITIONAL 90.00AR @ \$.00 = \$.00       |                     |
|                        |     | NUMBER OF SQUARES 8                      |                     |
| MAIL TO ADDRESS        |     | LEGAL DESCRIPTION                        |                     |
| MICHAEL M HOEY         |     | LOT 278 HIGHLAND VIEW SUB                |                     |
| 7019 39TH AVE          |     | BEING PT OF SW 1/4 SEC 1 T 1 R           |                     |
| KENOSHA, WI 53142-7132 |     | 22                                       |                     |

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|                      |     |  |          |
|----------------------|-----|--|----------|
| PARCEL NUMBER        | LOT | 255.000                                  | \$685.50 |
| 01-122-01-355-006-0  |     |  |          |
| PROPERTY ADDRESS     |     | 4" CONC R-R 100.00SF @ \$4.47 = \$447.00 |          |
| SECRET PLACE LLC     |     | 6" CONC R-R 50.00SF @ \$4.77 = \$238.50  |          |
| 7025 039 AV          |     | ADDITIONAL 105.00AR @ \$.00 = \$.00      |          |
|                      |     | NUMBER OF SQUARES 6                      |          |
| MAIL TO ADDRESS      |     | LEGAL DESCRIPTION                        |          |
| SECRET PLACE LLC     |     | LOT 277 HIGHLAND VIEW SUB                |          |
| 5508 2ND AVE UNIT 1B |     | PT OF SW 1/4 SEC 1 T1 R22                |          |
| KENOSHA, WI 53140    |     | DOC#1520919                              |          |
|                      |     | DOC#1536407                              |          |
|                      |     | DOC#1582155                              |          |
|                      |     | DOC#1615598                              |          |
|                      |     | DOC#1615599                              |          |
|                      |     | DOC#1622237                              |          |

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|                     |     | ASSESSED                       | TOTAL      |
|---------------------|-----|--------------------------------|------------|
|                     |     | S.F./LN.                       | ASSESSMENT |
| PARCEL NUMBER       | LOT | 25.000                         | \$111.75   |
| 01-122-01-355-007-0 |     |                                |            |
| PROPERTY ADDRESS    |     | 4" CONC R-R 25.00SF @ \$4.47 = | \$111.75   |
| BRETT E MUTCHLER    |     | NUMBER OF SQUARES 1            |            |
| 7029 039 AV         |     |                                |            |

| MAIL TO ADDRESS   | LEGAL DESCRIPTION         |
|-------------------|---------------------------|
| BRETT E MUTCHLER  | LOT 276 HIGHLAND VIEW SUB |
| 7029 39TH AVE     | PT OF SW 1/4 SEC 1 T1 R22 |
| KENOSHA, WI 53142 | V 1444 P 903              |
|                   | V 1452 P 926              |
|                   | DOC#1187879               |
|                   | DOC#1281899               |

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|                                    |     |                                    |          |
|------------------------------------|-----|------------------------------------|----------|
| PARCEL NUMBER                      | LOT | 277.500                            | \$469.35 |
| 01-122-01-355-048-0                |     |                                    |          |
| PROPERTY ADDRESS                   |     | 4" CONC R-R 105.00SF @ \$4.47 =    | \$469.35 |
| R STEPHEN WILLDING DDS & LINDA B W |     | ADDITIONAL 172.50AR @ \$.00 =      | \$.00    |
| 7003 039 AV                        |     | NUMBER OF SQUARES 4                |          |
|                                    |     | 172.5 SF DRV APP DONE AT CITY COST |          |

| MAIL TO ADDRESS              | LEGAL DESCRIPTION                  |
|------------------------------|------------------------------------|
| R STEPHEN & LINDA B WILLDING | LOT 281 & 282 HIGHLAND VIEW        |
| 7003 39TH AVE                | SUB PT NW 1/4 SEC 1 T 1 R 22       |
| KENOSHA, WI 53142-7132       | (1991 PT 01-122-01-355-001 & -002) |
|                              | V 1381 P 200                       |
|                              | DOC #1247445                       |

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| PARCEL NUMBER          | LOT | ASSESSED<br>S.F./LN.                     | TOTAL<br>ASSESSMENT |
|------------------------|-----|--|---------------------|
| 01-122-01-356-001-0    |     | 130.000                                  | \$581.10            |
|                        |     | 4" CONC R-R 130.00SF @ \$4.47 = \$581.10 |                     |
| PROPERTY ADDRESS       |     | NUMBER OF SQUARES 5                      |                     |
| ROBERT J GLAZAUSKIS    |     |  |                     |
| 7101 039 AV            |     |  |                     |
| MAIL TO ADDRESS        |     | LEGAL DESCRIPTION                        |                     |
| ROBERT J GLAZAUSKIS    |     | LOT 275 HIGHLAND VIEW SUB                |                     |
| 7101 39TH AVE          |     | BEING PT OF SW 1/4 SEC 1 T 1 R           |                     |
| KENOSHA, WI 53142-7134 |     | 22                                       |                     |
|                        |     | DOC1016545                               |                     |
|                        |     | DOC#1286858                              |                     |

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|                        |     |   |          |
|------------------------|-----|---|----------|
| PARCEL NUMBER          | LOT | 80.000                                  | \$357.60 |
| 01-122-01-356-002-0    |     |   |          |
|                        |     | 4" CONC R-R 80.00SF @ \$4.47 = \$357.60 |          |
| PROPERTY ADDRESS       |     | NUMBER OF SQUARES 3                     |          |
| LORI GAEDE             |     |   |          |
| 7105 039 AV            |     |   |          |
| MAIL TO ADDRESS        |     | LEGAL DESCRIPTION                       |          |
| LORI GAEDE             |     | LOT 274 HIGHLAND VIEW SUB               |          |
| 7105 39TH AVE          |     | PT OF SW 1/4 SEC 1 T1 R22               |          |
| KENOSHA, WI 53142-7134 |     | V 1433 P 19                             |          |
|                        |     | DOC#1622782                             |          |

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| PARCEL NUMBER                     | LOT | ASSESSED<br>S.F./LN.                    | TOTAL<br>ASSESSMENT |
|-----------------------------------|-----|---|---------------------|
| 01-122-01-356-003-0               |     | 55.000                                  | \$245.85            |
|                                   |     | 4" CONC R-R 55.00SF @ \$4.47 = \$245.85 |                     |
| PROPERTY ADDRESS                  |     | NUMBER OF SQUARES 2                     |                     |
| RICHARD L & MARY P CROSS TRUSTEES |     |   |                     |
| 7109 039 AV                       |     |   |                     |
| MAIL TO ADDRESS                   |     | LEGAL DESCRIPTION                       |                     |
| RICHARD L & MARY P CROSS          |     | LOT 273 HIGHLAND VIEW SUB               |                     |
| 7212 38TH AVE                     |     | PT OF SW 1/4 SEC 1 T 1 R22              |                     |
| KENOSHA, WI 53142                 |     | V 1573 P 196                            |                     |
|                                   |     | DOC#1111891                             |                     |

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|                        |     |  |          |
|------------------------|-----|--|----------|
| PARCEL NUMBER          | LOT | 130.000                                  | \$581.10 |
| 01-122-01-356-004-0    |     |  |          |
|                        |     | 4" CONC R-R 130.00SF @ \$4.47 = \$581.10 |          |
| PROPERTY ADDRESS       |     | NUMBER OF SQUARES 5                      |          |
| ULISES LOPEZ           |     |  |          |
| 7113 039 AV            |     |  |          |
| MAIL TO ADDRESS        |     | LEGAL DESCRIPTION                        |          |
| ULISES LOPEZ           |     | LOT 272 HIGHLAND VIEW SUB                |          |
| 7113 39TH AVE          |     | PT OF SW 1/4 SEC 1 T1 R22                |          |
| KENOSHA, WI 53142-7134 |     | DOC#1079280                              |          |
|                        |     | DOC#1232120                              |          |
|                        |     | DOC#1314074                              |          |
|                        |     | DOC#1468530                              |          |
|                        |     | DOC#1488774                              |          |

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|                        |     | ASSESSED                        | TOTAL      |
|------------------------|-----|---------------------------------|------------|
|                        |     | S.F./LN.                        | ASSESSMENT |
| PARCEL NUMBER          | LOT | 100.000                         | \$111.75   |
| 01-122-01-356-005-0    |     |                                 |            |
| PROPERTY ADDRESS       |     | 4" CONC R-R 25.00SF @ \$4.47 =  | \$111.75   |
| ANTON T GEORGE         |     | ADDITIONAL 75.00AR @ \$.00 =    | \$.00      |
| 7203 039 AV            |     | NUMBER OF SQUARES 1             |            |
|                        |     | 75 SF DRV APP DONE AT CITY COST |            |
| MAIL TO ADDRESS        |     | LEGAL DESCRIPTION               |            |
| ANTON T GEORGE         |     | LOT 271 HIGHLAND VIEW SUB       |            |
| 7203 39TH AVE          |     | BEING PT OF SW 1/4 SEC 1 T 1 R  |            |
| KENOSHA, WI 53142-1915 |     | 22                              |            |

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|                             |     |                                   |       |
|-----------------------------|-----|-----------------------------------|-------|
| PARCEL NUMBER               | LOT | 82.500                            |       |
| 01-122-01-356-006-0         |     |                                   |       |
| PROPERTY ADDRESS            |     | ADDITIONAL 82.50SF @ \$.00 =      | \$.00 |
| DALE G & JOAN E WESTERMEYER |     | NUMBER OF SQUARES                 |       |
| 7207 039 AV                 |     | 82.5 SF DRV APP DONE AT CITY COST |       |
| MAIL TO ADDRESS             |     | LEGAL DESCRIPTION                 |       |
| DALE G & JOAN E WESTERMEYER |     | LOT 270 HIGHLAND VIEW SUB         |       |
| 7207 39TH AVE               |     | BEING PT OF SW 1/4 SEC 1 T 1 R    |       |
| KENOSHA, WI 53142-1915      |     | 22                                |       |

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|                     |     | ASSESSED | TOTAL      |
|---------------------|-----|----------|------------|
|                     |     | S.F./LN. | ASSESSMENT |
| PARCEL NUMBER       | LOT | 190.000  | \$447.00   |
| 01-122-01-356-007-0 |     |          |            |

|                                  |                                 |                     |          |
|----------------------------------|---------------------------------|---------------------|----------|
| PROPERTY ADDRESS                 | 4" CONC R-R                     | 100.00SF @ \$4.47 = | \$447.00 |
| GABRIEL V SCHIAVI & JOY L OSEMAN | ADDITIONAL                      | 90.00AR @ \$.00 =   | \$.00    |
| 7209 039 AV                      | NUMBER OF SQUARES               | 4                   |          |
|                                  | 90 SF DRV APP DONE AT CITY COST |                     |          |

| MAIL TO ADDRESS   | LEGAL DESCRIPTION         |
|-------------------|---------------------------|
| GABRIEL V SCHIAVI | LOT 269 HIGHLAND VIEW SUB |
| JOY L OSEMAN      | PT OF SW 1/4 SEC 1 T1 R22 |
| KENOSHA, WI 53142 | V 1437 P 93               |
|                   | V 1457 P 344              |
|                   | V 1507 P 313              |
|                   | V 1572 P 940              |
|                   | DOC#1116139               |

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|                     |     |        |          |
|---------------------|-----|--------|----------|
| PARCEL NUMBER       | LOT | 50.000 | \$223.50 |
| 01-122-01-360-001-0 |     |        |          |

|                           |                   |                    |          |
|---------------------------|-------------------|--------------------|----------|
| PROPERTY ADDRESS          | 4" CONC R-R       | 50.00SF @ \$4.47 = | \$223.50 |
| JAMES & JACQUELINE PULERA | NUMBER OF SQUARES | 2                  |          |
| 7301 039 AV               |                   |                    |          |

| MAIL TO ADDRESS           | LEGAL DESCRIPTION                |
|---------------------------|----------------------------------|
| JAMES & JACQUELINE PULERA | LOT 267 HIGHLAND VIEW SUB BEING  |
| 7305 39TH AVE             | PT OF SW 1/4 SEC 1 T1 R22 ALSO   |
| KENOSHA, WI 53142-1917    | PT OF W 1/2 VACATED ALLEY RES#   |
|                           | 15-97 DOC#1048588 (1998 LOT LINE |
|                           | ADJUSTMENT)                      |

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|                               |     | ASSESSED                       | TOTAL      |
|-------------------------------|-----|--------------------------------|------------|
|                               |     | S.F./LN.                       | ASSESSMENT |
| PARCEL NUMBER                 | LOT | 50.000                         | \$223.50   |
| 01-122-01-360-002-0           |     |                                |            |
| PROPERTY ADDRESS              |     | 4" CONC R-R 50.00SF @ \$4.47 = | \$223.50   |
| JAMES D & JACQUELINE A PULERA |     | NUMBER OF SQUARES 2            |            |
| 7305 039 AV                   |     |                                |            |

| MAIL TO ADDRESS               | LEGAL DESCRIPTION            |
|-------------------------------|------------------------------|
| JAMES D & JACQUELINE A PULERA | LOT 266 HIGHLAND VIEW SUB PT |
| 7305 39TH AVE                 | OF SW 1/4 SEC 1 T1 R22 ALSO  |
| KENOSHA, WI 53142-1917        | PT OF W 1/2 VACATED ALLEY    |
|                               | RES# 15-97 DOC #1048588      |
|                               | (1998 LOT LINE ADJUSTMENT)   |

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|                           |     |                                   |          |
|---------------------------|-----|-----------------------------------|----------|
| PARCEL NUMBER             | LOT | 222.500                           | \$558.75 |
| 01-122-01-360-003-0       |     |                                   |          |
| PROPERTY ADDRESS          |     | 4" CONC R-R 125.00SF @ \$4.47 =   | \$558.75 |
| JOEL T & BARBARA J EWINGS |     | ADDITIONAL 97.50AR @ \$.00 =      | \$.00    |
| 7309 039 AV               |     | NUMBER OF SQUARES 5               |          |
|                           |     | 97.5 SF DRV APP DONE AT CITY COST |          |

| MAIL TO ADDRESS           | LEGAL DESCRIPTION            |
|---------------------------|------------------------------|
| JOEL T & BARBARA J EWINGS | LOT 265 HIGHLAND VIEW SUB PT |
| 5301 47TH AVE             | OF SW 1/4 SEC 1 T1 R22 ALSO  |
| KENOSHA, WI 53144         | PT OF W 1/2 VACATED ALLEY    |
|                           | RES#15-97 DOC#1048588        |
|                           | (1998 LOT LINE ADJUSTMENT)   |
|                           | V 1571 P 471                 |
|                           | DOC#1105377                  |
|                           | DOC#1347279                  |
|                           | DOC#1397530                  |

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| PARCEL NUMBER       | LOT | ASSESSED<br>S.F./LN.            | TOTAL<br>ASSESSMENT |
|---------------------|-----|---------------------------------|---------------------|
| 01-122-01-360-004-0 |     | 207.500                         | \$566.25            |
| PROPERTY ADDRESS    |     | 4" CONC R-R 100.00SF @ \$4.47 = | \$447.00            |
| BRENDA J BEDNAR     |     | 6" CONC R-R 25.00SF @ \$4.77 =  | \$119.25            |
| 7313 039 AV         |     | ADDITIONAL 82.50AR @ \$.00 =    | \$.00               |
|                     |     | NUMBER OF SQUARES 5             |                     |

| MAIL TO ADDRESS   | LEGAL DESCRIPTION            |
|-------------------|------------------------------|
| BRENDA J BEDNAR   | LOT 264 HIGHLAND VIEW SUB PT |
| 7313 39TH AVE     | OF SW 1/4 SEC 1 T1 R22 ALSO  |
| KENOSHA, WI 53142 | PT OF W 1/2 VACATED ALLEY    |
|                   | RES# 15-97 DOC# 1048588      |
|                   | (1998 LOT LINE ADJUSTMENT)   |
|                   | DOC#1006376                  |
|                   | DOC#1101577                  |
|                   | DOC#1185393                  |

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| PARCEL NUMBER            | LOT | ASSESSED<br>S.F./LN.           | TOTAL<br>ASSESSMENT |
|--------------------------|-----|--------------------------------|---------------------|
| 01-122-01-360-005-0      |     | 162.500                        | \$374.10            |
| PROPERTY ADDRESS         |     | 4" CONC R-R 25.00SF @ \$4.47 = | \$111.75            |
| SCOTT D & ANGELA L OLSON |     | 6" CONC R-R 55.00SF @ \$4.77 = | \$262.35            |
| 7317 039 AV              |     | ADDITIONAL 82.50AR @ \$.00 =   | \$.00               |
|                          |     | NUMBER OF SQUARES 3            |                     |

| MAIL TO ADDRESS          | LEGAL DESCRIPTION            |
|--------------------------|------------------------------|
| SCOTT D & ANGELA L OLSON | LOT 263 HIGHLAND VIEW SUB PT |
| 7317 39TH AVE            | OF SW 1/4 SEC 1 T1 R22 ALSO  |
| KENOSHA, WI 53142        | PT OF W 1/2 VACATED ALLEY    |
|                          | RES# 15-97 DOC# 1048588      |
|                          | (1998 LOT LINE ADJUSTMENT)   |
|                          | V 1515 P 683                 |
|                          | V 1536 P 530                 |
|                          | DOC #1213052                 |

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|                     | ASSESSED<br>S.F./LN.              | TOTAL<br>ASSESSMENT |
|---------------------|-----------------------------------|---------------------|
| PARCEL NUMBER       | 107.500                           | \$111.75            |
| 01-122-01-360-006-0 |                                   |                     |
| PROPERTY ADDRESS    | 4" CONC R-R 25.00SF @ \$4.47 =    | \$111.75            |
| ZITRO HOLDINGS LLC  | ADDITIONAL 82.50SF @ \$.00 =      | \$.00               |
| 7321 039 AV         | NUMBER OF SQUARES 1               |                     |
|                     | 82.5 SF DRV APP DONE AT CITY COST |                     |

| MAIL TO ADDRESS    | LEGAL DESCRIPTION            |
|--------------------|------------------------------|
| ZITRO HOLDINGS LLC | LOT 262 HIGHLAND VIEW SUB PT |
| 7321 39TH AVE      | OF SW 1/4 SEC 1 T1 R22 ALSO  |
| KENOSHA, WI 53142  | PT OF W 1/2 VACATED ALLEY    |
|                    | RES# 15-97 DOC# 1048588      |
|                    | (1998 LOT LINE ADJUSTMENT)   |
|                    | DOC#1066909                  |
|                    | DOC#1163729                  |
|                    | DOC#1498183                  |
|                    | DOC#1505717                  |
|                    | DOC#1524853                  |
|                    | DOC#1528510                  |

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|                     |                                 |          |          |
|---------------------|---------------------------------|----------|----------|
| PARCEL NUMBER       | LOT                             | 200.000  | \$558.75 |
| 01-122-01-360-007-0 |                                 |          |          |
| PROPERTY ADDRESS    | 4" CONC R-R 125.00SF @ \$4.47 = | \$558.75 |          |
| CAROL J SCHWARTZ    | ADDITIONAL 75.00SF @ \$.00 =    | \$.00    |          |
| 7325 039 AV         | NUMBER OF SQUARES 5             |          |          |
|                     | 75 SF DRV APP DONE AT CITY COST |          |          |

| MAIL TO ADDRESS        | LEGAL DESCRIPTION            |
|------------------------|------------------------------|
| CAROL J SCHWARTZ       | LOT 261 HIGHLAND VIEW SUB PT |
| 7325 39TH AVE          | OF SW 1/4 SEC 1 T1 R22 ALSO  |
| KENOSHA, WI 53142-1917 | PT OF W 1/2 VACATED ALLEY    |
|                        | RES #15-07 DOC#1048588       |
|                        | (1998 LOT LINE ADJUSTMENT)   |
|                        | DOC #1035831                 |

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| PARCEL NUMBER               | LOT | ASSESSED<br>S.F./LN.                     | TOTAL<br>ASSESSMENT |
|-----------------------------|-----|--|---------------------|
| 01-122-01-360-018-0         |     | 175.000                                  | \$782.25            |
| PROPERTY ADDRESS            |     | 4" CONC R-R 175.00SF @ \$4.47 = \$782.25 |                     |
| R & S WILLIE PROPERTIES LLC |     | NUMBER OF SQUARES 7                      |                     |
| 3806 ROO RD                 |     |  |                     |
| MAIL TO ADDRESS             |     | LEGAL DESCRIPTION                        |                     |
| R & S WILLIE PROPERTIES LLC |     | PT SW 1/4 SEC 1 T 1 R 22 COM             |                     |
| 3810 ROOSEVELT RD           |     | NW COR ROOSEVELT RD & 38TH AVE           |                     |
| KENOSHA, WI 53142           |     | TH S 54 DEG 20' W 57.8 FT TO             |                     |
|                             |     | BEG CONT S 54 DEG 20' W 141.48           |                     |
|                             |     | FT TH N 9.83 FT S 54 DEG 20' W           |                     |
|                             |     | 100 FT TO E LN 39TH AVE TH N             |                     |
|                             |     | 265.11 FT E 149.56 FT S 68.25            |                     |
|                             |     | FT S 35 DEG 40' E 80.84 FT TO            |                     |
|                             |     | POB 1981 V 1082 P 733                    |                     |
|                             |     | DOC#1138083                              |                     |
|                             |     | DOC#1152296                              |                     |
|                             |     | DOC#1342515                              |                     |
|                             |     | DOC#1543934                              |                     |
|                             |     | DOC#1600280                              |                     |

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|                     |     |   |          |
|---------------------|-----|---|----------|
| PARCEL NUMBER       | LOT | 150.000                                 | \$350.25 |
| 02-122-02-407-010-0 |     |   |          |
| PROPERTY ADDRESS    |     | 4" CONC R-R 25.00SF @ \$4.47 = \$111.75 |          |
| FELICIA GUSSIS      |     | 6" CONC R-R 50.00SF @ \$4.77 = \$238.50 |          |
| 7024 039 AV         |     | ADDITIONAL 75.00AR @ \$.00 = \$.00      |          |
|                     |     | NUMBER OF SQUARES 3                     |          |
| MAIL TO ADDRESS     |     | LEGAL DESCRIPTION                       |          |
| FELICIA GUSSIS      |     | LOT 3 EXC E 14 FT O'NEILLS              |          |
| 7024 39TH AVE       |     | GRAND VIEW SUB PT SE 1/4                |          |
| KENOSHA, WI 53142   |     | SEC 2 T 1 R 22                          |          |
|                     |     | V 1636 P 524                            |          |
|                     |     | DOC#1159211                             |          |
|                     |     | DOC#1389319                             |          |
|                     |     | DOC#1558690                             |          |

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|                          |     | ASSESSED                          | TOTAL      |
|--------------------------|-----|-----------------------------------|------------|
|                          |     | S.F./LN.                          | ASSESSMENT |
| PARCEL NUMBER            | LOT | 225.000                           | \$569.93   |
| 02-122-02-407-011-0      |     |                                   |            |
| PROPERTY ADDRESS         |     | 4" CONC R-R 127.50SF @ \$4.47 =   | \$569.93   |
| D SCOTT & JEANNE F AYLER |     | ADDITIONAL 97.50SF @ \$.00 =      | \$.00      |
| 7018 039 AV              |     | NUMBER OF SQUARES 5               |            |
|                          |     | 97.5 SF DRV APP DONE AT CITY COST |            |

| MAIL TO ADDRESS          | LEGAL DESCRIPTION              |
|--------------------------|--------------------------------|
| D SCOTT & JEANNE F AYLER | 13508 LOTS 1 & 2 EXCEPT THE E  |
| 7018 39TH AVE            | 14 FT O'NEILL'S GRAND VIEW SUB |
| KENOSHA, WI 53142-7131   | PT OF SE 1/4 SEC 2 T 1 R 22    |
|                          | V 1361 P 846                   |
|                          | DOC #997558                    |

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|                               |     |                                 |          |
|-------------------------------|-----|---------------------------------|----------|
| PARCEL NUMBER                 | LOT | 155.000                         | \$692.85 |
| 02-122-02-407-012-0           |     |                                 |          |
| PROPERTY ADDRESS              |     | 4" CONC R-R 155.00SF @ \$4.47 = | \$692.85 |
| DONALD J & JOANNE KISIELEWSKI |     | NUMBER OF SQUARES 6             |          |
| 7010 039 AV                   |     |                                 |          |

| MAIL TO ADDRESS               | LEGAL DESCRIPTION              |
|-------------------------------|--------------------------------|
| DONALD J & JOANNE KISIELEWSKI | LOT 8 PERSHING BOULEVARD SUB   |
| 7010 39TH AVE                 | BEING PT OF SE 1/4 SEC 2 T 1 R |
| KENOSHA, WI 53142-7131        | 22                             |

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|                        |     | ASSESSED                      | TOTAL                       |
|------------------------|-----|-------------------------------|-----------------------------|
|                        |     | S.F./LN.                      | ASSESSMENT                  |
| PARCEL NUMBER          | LOT | 30.000                        | \$134.10                    |
| 02-122-02-407-013-0    |     |                               |                             |
|                        |     | 4" CONC R-R                   | 30.00SF @ \$4.47 = \$134.10 |
| PROPERTY ADDRESS       |     | NUMBER OF SQUARES 1           |                             |
| SUSAN J BROWN          |     |                               |                             |
| 7006 039 AV            |     |                               |                             |
| MAIL TO ADDRESS        |     | LEGAL DESCRIPTION             |                             |
| SUSAN J BROWN          |     | LOT 7 PERSHING BLVD SUB BEING |                             |
| 7006 39TH AVE          |     | PT OF SE 1/4 SEC 2 T 1 R 22   |                             |
| KENOSHA, WI 53142-7131 |     | V 1405 P 661                  |                             |
|                        |     | DOC#1639575                   |                             |

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|                                    |     |                               |                             |
|------------------------------------|-----|-------------------------------|-----------------------------|
| PARCEL NUMBER                      | LOT | 30.000                        | \$134.10                    |
| 02-122-02-407-014-0                |     |                               |                             |
|                                    |     | 4" CONC R-R                   | 30.00SF @ \$4.47 = \$134.10 |
| PROPERTY ADDRESS                   |     | NUMBER OF SQUARES 1           |                             |
| JAMES M & POLLY ANNA ARNOLD & CHAR |     |                               |                             |
| 7002 039 AV                        |     |                               |                             |
| MAIL TO ADDRESS                    |     | LEGAL DESCRIPTION             |                             |
| JAMES M & POLLY ANNA ARNOLD        |     | LOT 6 PERSHING BLVD SUB BEING |                             |
| 7002 39TH AVE                      |     | PT OF SE 1/4 SEC 2 T 1 R 22   |                             |
| KENOSHA, WI 53142-7131             |     | DOC#1019173                   |                             |
|                                    |     | DOC#1385105                   |                             |

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| PARCEL NUMBER       | LOT | ASSESSED<br>S.F./LN.                    | TOTAL<br>ASSESSMENT |
|---------------------|-----|---|---------------------|
| 02-122-02-409-001-0 |     | 190.000                                 | \$918.20            |
| PROPERTY ADDRESS    |     | 4" CONC R-R 60.00SF @ \$4.47 = \$268.20 |                     |
| BBM PROPERTIES LLC  |     | ADDITIONAL 130.00AR @ \$5.00 = \$650.00 |                     |
| 6724 039 AV         |     | NUMBER OF SQUARES 8                     |                     |
|                     |     | 130 SF 8" SW                            |                     |

| MAIL TO ADDRESS        | LEGAL DESCRIPTION               |
|------------------------|---------------------------------|
| BBM PROPERITES LLC     | PT SE 1/4 SEC 2 T 1 R 22 BEG AT |
| 6814 39TH AVE          | INTERSEC OF W LINE OF 39TH AVE  |
| KENOSHA, WI 53142-7320 | & S'LY LINE OF CNW RR R O W TH  |
|                        | S'LY 216.42 FT W 319.54 FT TO   |
|                        | SLY LINE OF R O W NE'LY 386.02  |
|                        | FT TO BEG                       |
|                        | V1662 P804                      |
|                        | DOC#1039575                     |
|                        | DOC#1295236                     |

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| PARCEL NUMBER             | LOT | ASSESSED<br>S.F./LN.                    | TOTAL<br>ASSESSMENT |
|---------------------------|-----|---|---------------------|
| 02-122-02-409-035-0       |     | 210.000                                 | \$134.10            |
| PROPERTY ADDRESS          |     | 4" CONC R-R 30.00SF @ \$4.47 = \$134.10 |                     |
| JOEL T & BARBARA J EWINGS |     | ADDITIONAL 180.00AR @ \$.00 = \$.00     |                     |
| 6900 039 AV               |     | NUMBER OF SQUARES 1                     |                     |
|                           |     | 180 SF DRV APP DONE AT CITY COST        |                     |

| MAIL TO ADDRESS           | LEGAL DESCRIPTION                 |
|---------------------------|-----------------------------------|
| JOEL T & BARBARA J EWINGS | 13715-1A2B SE 1/4 SEC 2 T 1 R 22  |
| 5301 47TH AVE             | COM 858 FT S & 47 FT W OF NE COR  |
| KENOSHA, WI 53144         | OF 1/4 SEC TH W 153.96 FT N 66 FT |
|                           | E 153.96 FT S 66 FT TO POB        |
|                           | DOC#1162879                       |
|                           | DOC#1237494                       |
|                           | DOC#1281524                       |

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|                     |     | ASSESSED                        | TOTAL              |        |
|---------------------|-----|---------------------------------|--------------------|--------|
|                     |     | S.F./LN.                        | ASSESSMENT         |        |
| PARCEL NUMBER       | LOT | 75.000                          |                    |        |
| 02-122-02-409-036-0 |     |                                 |                    |        |
|                     |     | ADDITIONAL                      | 75.00SF @ \$ .00 = | \$ .00 |
| PROPERTY ADDRESS    |     | NUMBER OF SQUARES               |                    |        |
| KATHERINE WERVE     |     | 75 SF DRV APP DONE AT CITY COST |                    |        |
| 6828 039 AV         |     |                                 |                    |        |

| MAIL TO ADDRESS        | LEGAL DESCRIPTION              |
|------------------------|--------------------------------|
| KATHERINE WERVE        | 13715-1A3-B PT OF SE 1/4 SEC 2 |
| 6828 39TH AVE          | T 1 R 22 COM 531.07FT N OF N   |
| KENOSHA, WI 53142-7126 | LINE OF O'NEILL'S GRAND VIEW   |
|                        | SUB & 47 FT W OF E OF 1/4 LINE |
|                        | TH W 153.96 FT N 66.42 FT E    |
|                        | 153.96 FT S 66.42 FT TO BEG    |
|                        | V 1447 P 728                   |

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|                     |     |                                    |                     |        |
|---------------------|-----|------------------------------------|---------------------|--------|
| PARCEL NUMBER       | LOT | 592.500                            |                     |        |
| 02-122-02-409-037-0 |     |                                    |                     |        |
|                     |     | ADDITIONAL                         | 592.50SF @ \$ .00 = | \$ .00 |
| PROPERTY ADDRESS    |     | NUMBER OF SQUARES                  |                     |        |
| BBM PROPERTIES LLC  |     | 592.5 SF DRV APP DONE AT CITY COST |                     |        |
| 6814 039 AV         |     |                                    |                     |        |

| MAIL TO ADDRESS        | LEGAL DESCRIPTION              |
|------------------------|--------------------------------|
| BBM PROPERTIES LLC     | SE 1/4 SEC 2 T 1 R 22 COM      |
| 6814 39TH AVE          | 597.49 FT N OF N LINE OF O     |
| KENOSHA, WI 53142-7126 | NEILL S GRAND VIEW SUB & 47 FT |
|                        | W OF E 1/4 LINE TH W 129 FT N  |
|                        | 200 FT E 129 FT S 200 FT TO PT |
|                        | OF BEG                         |
|                        | DOC #1151845                   |
|                        | DOC #1237496                   |

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|                        |     | ASSESSED                           | TOTAL               |        |
|------------------------|-----|------------------------------------|---------------------|--------|
|                        |     | S.F./LN.                           | ASSESSMENT          |        |
| PARCEL NUMBER          | LOT | 367.500                            |                     |        |
| 02-122-02-409-039-0    |     |                                    |                     |        |
|                        |     | ADDITIONAL                         | 367.50SF @ \$ .00 = | \$ .00 |
| PROPERTY ADDRESS       |     | NUMBER OF SQUARES                  |                     |        |
| EMILIO G INFUSINO ETAL |     | 367.5 SF DRV APP DONE AT CITY COST |                     |        |
| 6800 039 AV            |     |                                    |                     |        |

| MAIL TO ADDRESS | LEGAL DESCRIPTION |
|-----------------|-------------------|
|-----------------|-------------------|

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|                             |     |                                  |                     |        |
|-----------------------------|-----|----------------------------------|---------------------|--------|
| PARCEL NUMBER               | LOT | 195.000                          |                     |        |
| 02-122-02-409-040-0         |     |                                  |                     |        |
|                             |     | ADDITIONAL                       | 195.00SF @ \$ .00 = | \$ .00 |
| PROPERTY ADDRESS            |     | NUMBER OF SQUARES                |                     |        |
| PLANTATION HOUSE PROPERTIES |     | 195 SF DRV APP DONE AT CITY COST |                     |        |
| 6926 039 AV                 |     |                                  |                     |        |

| MAIL TO ADDRESS             | LEGAL DESCRIPTION   |
|-----------------------------|---|
| PLANTATION HOUSE PROPERTIES | LOTS 1,2 & 3 PERSHING BLVD  |
| 413 MIDWAY ISLAND           | SUB PT SE 1/4 SEC 2 T 1 R 22  |
| CLEARWATER BEACH, FL 33767  | ALSO ALL OF 20 FT VAC ALLEY AS<br>IN RES #266-84 1985<br>V 1373 P 801 |

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| PARCEL NUMBER       | LOT | ASSESSED<br>S.F./LN.           | TOTAL<br>ASSESSMENT |
|---------------------|-----|--------------------------------|---------------------|
| 02-122-02-409-041-0 |     | 382.500                        |                     |
|                     |     | ADDITIONAL 382.50SF @ \$ .00 = | \$ .00              |

PROPERTY ADDRESS  
BRIAN J & CONNIE MASSIE  
6930 039 AV

NUMBER OF SQUARES  
382.5 SF DRV APP DONE AT CITY COST

| MAIL TO ADDRESS  | LEGAL DESCRIPTION  |
|--|--|
| BRIAN J & CONNIE MASSIE<br>4040 18TH ST<br>KENOSHA, WI 53144 | LOTS 4 & 5 PERSHING BOULEVARD<br>SUB PT SE 1/4 SEC 2 T 1 R 22<br>ALSO ALL OF 20 FT VAC ALLEY AS<br>IN RES #266-84 1985<br>DOC#1218306<br>DOC#1385620 |

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| PARCEL NUMBER       | LOT | ASSESSED<br>S.F./LN.          | TOTAL<br>ASSESSMENT |
|---------------------|-----|-------------------------------|---------------------|
| 02-122-02-476-006-0 |     | 75.000                        |                     |
|                     |     | ADDITIONAL 75.00SF @ \$ .00 = | \$ .00              |

PROPERTY ADDRESS  
ST MARYS CONGREGATION  
7210 039 AV

NUMBER OF SQUARES  
75 SF DRV APP DONE AT CITY COST

| MAIL TO ADDRESS   | LEGAL DESCRIPTION  |
|---|--|
| ST MARYS CONGREGATION<br>7307 40TH AVE<br>KENOSHA, WI 53142 | LOT 11 EXCEPT THE E 14 FT &<br>ALSO E 1/2 OF ALLEY ADJOINING<br>ON THE W O'NEILL'S GRAND VIEW<br>SUB PT OF SE 1/4 SEC 2 T 1 R<br>22<br>DOC#1497976 |

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|                     |     | ASSESSED                          | TOTAL      |
|---------------------|-----|-----------------------------------|------------|
|                     |     | S.F./LN.                          | ASSESSMENT |
| PARCEL NUMBER       | LOT | 107.500                           | \$111.75   |
| 02-122-02-476-007-0 |     |                                   |            |
| PROPERTY ADDRESS    |     | 4" CONC R-R 25.00SF @ \$4.47 =    | \$111.75   |
| ROGER GIBSON        |     | ADDITIONAL 82.50AR @ \$.00 =      | \$.00      |
| 7206 039 AV         |     | NUMBER OF SQUARES 1               |            |
|                     |     | 82.5 SF DRV APP DONE AT CITY COST |            |

| MAIL TO ADDRESS        | LEGAL DESCRIPTION             |
|------------------------|-------------------------------|
| ROGER GIBSON           | LOT 10 EXCEPT THE E 14 FT &   |
| 7206 39TH AVE          | ALSO E 1/2 OF ALLEY ADJOINING |
| KENOSHA, WI 53142-1914 | ON THE W O'NEILL'S GRAND VIEW |
|                        | SUB PT OF SE 1/4 SEC 2 T 1 R  |
|                        | 22                            |
|                        | VV 1458 P 804                 |

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|                              |     |                                  |            |
|------------------------------|-----|----------------------------------|------------|
| PARCEL NUMBER                | LOT | 1102.500                         | \$4,928.18 |
| 02-122-02-476-009-0          |     |                                  |            |
| PROPERTY ADDRESS             |     | 4" CONC R-R 999.00SF @ \$4.47 =  | \$4465.53  |
| TRINITY EVAN LUTHERAN CHURCH |     | ADDITIONAL 103.50AR @ \$4.47 =   | \$462.65   |
| 7111 040 AV                  |     | NUMBER OF SQUARES 44             |            |
|                              |     | 150 SF DRV APP DONE AT CITY COST |            |

| MAIL TO ADDRESS              | LEGAL DESCRIPTION              |
|------------------------------|--------------------------------|
| TRINITY EVAN LUTHERAN CHURCH | PT SE 1/4 SEC 2 T 1 R 22       |
| 7104 39TH AVE                | O'NEILL GRAND VIEW SUB LOTS 5  |
| KENOSHA, WI 53142-7133       | THRU 8, LOTS 50 THRU 53 AND    |
|                              | VAC N S ALLEY BETWEEN SD LOTS  |
|                              | ALSO N 20 FT OF LOT 49 & W 1/2 |
|                              | OF VAC ALLEY ALSO LOT 9 EXC E  |
|                              | 14 FT & ALSO E 1/2 OF ALLEY    |
|                              | 1992 COMBINATION               |
|                              | (02-122-02-476-001 & 008)      |

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|                       |     | ASSESSED                                  | TOTAL      |
|-----------------------|-----|---|------------|
|                       |     | S.F./LN.                                  | ASSESSMENT |
| PARCEL NUMBER         | LOT | 1998.000                                  | \$8,931.06 |
| 02-122-02-483-001-0   |     |   |            |
| PROPERTY ADDRESS      |     | 4" CONC R-R 999.00SF @ \$4.47 = \$4465.53 |            |
| ST MARYS CONGREGATION |     | ADDITIONAL 999.00AR @ \$4.47 = \$4465.53  |            |
| 7400 039 AV           |     | NUMBER OF SQUARES 116                     |            |

| MAIL TO ADDRESS        | LEGAL DESCRIPTION              |
|------------------------|--------------------------------|
| ST MARYS CONGREGATION  | TO 13551 INCL SEE BELOW (13519 |
| 7307 40TH AVE          | TO 13531 INCL & 13539 TO 13551 |
| KENOSHA, WI 53142-1923 | INCL) LOTS 13 TO 25 INCL       |
|                        | EXCEPT E 14 FT FOR STREET &    |
|                        | ALSO LOTS 33 TO 45 INC & N & S |
|                        | VACATED ALLEY O'NEILL GRAND    |
|                        | VIEW SUB PT O OF SE 1/4 SEC 2  |
|                        | T 1 R 22                       |

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|                       |     |   |            |
|-----------------------|-----|---|------------|
| PARCEL NUMBER         | LOT | 902.000                                   | \$4,031.94 |
| 02-122-02-483-001-0   |     |   |            |
| PROPERTY ADDRESS      |     | 4" CONC R-R 902.00SF @ \$4.47 = \$4031.94 |            |
| ST MARYS CONGREGATION |     | NUMBER OF SQUARES 44                      |            |
| 7400 039 AV           |     |   |            |

| MAIL TO ADDRESS        | LEGAL DESCRIPTION              |
|------------------------|--------------------------------|
| ST MARYS CONGREGATION  | TO 13551 INCL SEE BELOW (13519 |
| 7307 40TH AVE          | TO 13531 INCL & 13539 TO 13551 |
| KENOSHA, WI 53142-1923 | INCL) LOTS 13 TO 25 INCL       |
|                        | EXCEPT E 14 FT FOR STREET &    |
|                        | ALSO LOTS 33 TO 45 INC & N & S |
|                        | VACATED ALLEY O'NEILL GRAND    |
|                        | VIEW SUB PT O OF SE 1/4 SEC 2  |
|                        | T 1 R 22                       |

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|              |           |             |
|--------------|-----------|-------------|
| STREET TOTAL | 13,405.00 | \$41,245.47 |
|--------------|-----------|-------------|

|                                 |            |            |             |
|---------------------------------|------------|------------|-------------|
| GRAND TOTALS PARCELS 57 FOOTAGE | 13,405.000 | TOTAL COST | \$41,245.47 |
|---------------------------------|------------|------------|-------------|



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

C-2

## DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

March 10, 2011

To: G. John Ruffolo, Chairman,  
Public Works Committee

From: Michael M. Lemens, P.E. 3-10-11 *[Signature]*  
Director of Engineering/City Engineer

Subject: Acceptance of Project 10-1128 Heating & Ventilating Upgrades Truck Wash

Location: 3735 65<sup>th</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by Martin Petersen Co., Kenosha, Wisconsin. This project consisted of upgrading the heating and ventilating system by removing existing units, patching holes, and installing new units which are activated by humidity, temperature and unsafe CO and Co2 levels.

It is recommended that the project be accepted in the final amount of \$42,000.00. Original contract amount was \$42,000.00 plus \$5,000.00 for contingency for a total contract amount of \$47,000.00. Funding was from SW-09-001.

MML/kjb



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

C-3

**DEPARTMENT OF PUBLIC WORKS**

**Ronald L. Bursek, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

March 10, 2011

To: G. John Ruffolo, Chairman,  
Public Works Committee

From: Michael M. Lemens, P.E.   
Director of Engineering/City Engineer

MB 3/10/11

Subject: Acceptance of Project 10-2002 Overpass Painting

Location: Sheridan Rd & 11<sup>th</sup> Avenue, 52<sup>nd</sup> Street & 13<sup>th</sup> Avenue, 60<sup>th</sup> Street & 13<sup>th</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by Mill Coatings, Inc., Suamico, Wisconsin. This project consisted of cleaning and painting approximately 13,500 square feet of steel bridge and column surfaces.

It is recommended that the project be accepted in the final amount of \$77,988.00. Original contract amount was \$64,850.00 plus \$5,150.00 in contingency for a total contract amount of \$70,000.00. A change order increasing the contract by \$7,988.00 was approved by Common Council on December 20, 2010. The change order was for additional costs incurred due to repainting, work stoppages and problems associated with the supply and delivery of donated paint products. Funding was from OT-10-001.

MML/kjb



ENGINEERING DIVISION  
MICHAEL M. LEMENS, P.E.  
DIRECTOR/CITY ENGINEER

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

## DEPARTMENT OF PUBLIC WORKS

RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST. • RM. 305 • KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

March 10, 2011

To: Michael Orth, Chairman  
Park Commission

G. John Ruffolo, Chairman  
Public Works Committee

From: Ronald L. Bursek, P.E.   
Director of Public Works

Subject: *Professional Service Contract for Parkway Tree Removals*

### **BACKGROUND INFORMATION**

The City of Kenosha Public Works – Park Division has received five proposals to complete the Parkway Tree Removal contract for 2011. Staff has reviewed the proposals and has chosen Droprite Tree & Landscape LLC based on their references, experience, and standard quoted rates.

The 2011 Adopted Capital Improvement Plan line item PK-93-004 has \$140,000 with \$80,000 targeted for Reforestation and \$60,000 targeted for Tree & Stump Removal. However after closer examination of the program and the increase of damaged trees due to severe weather over the last few years staff is recommending that more of the funds under Tree Reforestation be redirected to the Tree/Stump Removal.

Staff is anticipating that the 2011 Tree/Stump Removal contract will allow the Park Division to eliminate the backlog that has been generated over the past few years.

In addition, the City of Kenosha Public Works – Engineering Division has worked with staff to arrange the overlap of tree removals for various Public Works roadway projects be included under the Tree Removal contract on a per inch rate as identified in the 2011 proposal. The funding for the additional trees will be paid for out of the appropriate CIP line items.

### **RECOMMENDATION**

Approve the Agreement between the City of Kenosha and Droprite Tree & Landscape LLC for \$97,695 to include their quote of \$84,995 with \$12,700 of contingency, authorize the Director to execute the contract and authorize the remaining funds under Tree Reforestation be used for Tree/Stump Removal. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

**2011 CONTRACT TO REMOVE TREES**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation  
[Through Its Department of Public Works]**

**And**

**DROPRITE TREE & LANDSCAPE, LLC  
a Wisconsin Limited Liability Company**

**TOTAL CONTRACT AWARD NOT TO EXCEED \$97,695.00**

**CONTRACT AMOUNT: \$84,995.00**

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:  
NOT TO EXCEED \$12,700.00**

**THIS AGREEMENT**, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the “**CITY**”, and **DROPRITE TREE & LANDSCAPE, LLC**, a Wisconsin limited liability company, located at 7709 12<sup>th</sup> Street, Somers, Wisconsin, 53171, hereinafter referred to as the “**CONTRACTOR**”.

**W I T N E S S E T H:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

**WHEREAS**, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

**WHEREAS**, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

**1. DEFINITIONS.**

a. “**CONTRACT**” means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean DROPRITE TREE & LANDSCAPE, LLC. and any subcontractors approved by the **CITY**.
- c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
- d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
- e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, basal sprouts, brush, vines, weeds and debris removal within five feet (5') from outside of the trunk.
- f. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
- g. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
- h. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Eighty-Four Thousand, Nine Hundred Ninety-Five Dollars (\$84,995.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Twelve Thousand, Seven-Hundred Dollars (\$12,700.00). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until this Contract is terminated. The **CONTRACTOR** shall complete the removal process with respect to each tree within five (5) working days of the start of the removal process.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be

completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
  - a. Respecting the Work, until completion and acceptance, or December 31, 2011, whichever is earlier.
  - b. Respecting the warranty, until expiration of the warranty term.
  - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.

9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.

- 16. GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
- 17. LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
- 18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.
- The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.
- 19. SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
- 20. INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
- 21. WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.
- 22. UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
- 23. CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process of a specified tree, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a

condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15)

days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

**30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

**31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

**32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

**33. INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate – One Million (\$1,000,000.00) Dollars; each occurrence – One Million (\$1,000,000.00) Dollars.
- Automobile Liability :
  - Bodily Injury per Person – One Million (\$1,000,000.00) Dollars;
  - Bodily Injury per Accident – One Million (\$1,000,000.00) Dollars;

- Property Damage – Two Hundred Thousand (\$200,000.00) Dollars; OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker’s Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

- 34. COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.
- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Droprite Tree & Landscape, LLC  
7709 12<sup>th</sup> Street  
PO Box 163  
Somers, Wisconsin 53171

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

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

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

BY: \_\_\_\_\_  
RONALD BURSEK, Director,  
Department of Public Works  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DIRK NELSON, City Forester  
Date: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, **RONALD BURSEK, Director of Public Works**, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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



Exhibit A

Exhibit A

2011 Contract Removal List #1

| ADDRESS | STREET    | SPECIES      | Cost | Modifier | DBH | LOCATION                 | RPLCT | MARKED | NOTES                |
|---------|-----------|--------------|------|----------|-----|--------------------------|-------|--------|----------------------|
| 7308    | 10 AVENUE | NORWAY MAPLE |      |          | 46  |                          | 1     |        |                      |
| 7412    | 10 AVENUE | ASH          |      |          | 28  |                          | 1     |        |                      |
| 7910    | 10 AVENUE | SILVER MAPLE |      |          | 38  |                          | 1     |        |                      |
| 7910    | 10 AVENUE | SILVER MAPLE |      |          | 48  |                          | 0     |        |                      |
| 6113    | 11 AVENUE | SUGAR MAPLE  |      |          | 34  |                          | 1     |        |                      |
| 5026    | 14 AVENUE | ASH          |      |          | 44  |                          | 1     |        | LOW GROW REPLACEMENT |
| 7314    | 14 AVENUE | BOXELDER     |      |          | 15  | MIDDLE TREE ON 14TH AVE. |       |        |                      |
| 8611    | 15 AVENUE | SILVER MAPLE |      |          | 52  |                          | 1     |        |                      |
| 4709    | 17 AVENUE | ASH          |      |          | 34  |                          | 0     |        |                      |
| 8115    | 17 AVENUE | ASH          |      |          | 28  |                          | 1     |        |                      |
| 2406    | 18 AVENUE | NORWAY MAPLE |      |          | 24  |                          |       |        | TREE ON 24 STREET    |
| 3537    | 18 AVENUE | HONEYLOCUST  |      |          | 22  |                          | 0     |        |                      |
| 3821    | 18 AVENUE | SILVER MAPLE |      |          | 35  |                          |       |        |                      |
| 4721    | 18 AVENUE | SIBERIAN ELM |      |          | 44  |                          |       |        |                      |
| 4721    | 18 AVENUE | AMERICAN ELM |      |          | 34  |                          | 1     |        |                      |
| 7612    | 18 AVENUE | NORWAY MAPLE |      |          | 22  | SOUTH TREE               | 0     |        |                      |
| 7725    | 18 AVENUE | ASH          |      |          | 25  |                          |       |        |                      |
| 8518    | 18 AVENUE | NORWAY MAPLE |      |          | 20  | SOUTH TREE               | 0     |        |                      |
| 3916    | 19 AVENUE | NORWAY MAPLE |      |          | 20  |                          | 1     |        |                      |
| 3916    | 19 AVENUE | NORWAY MAPLE |      |          | 22  |                          | 0     |        |                      |
| 8053    | 19 AVENUE | NORWAY MAPLE |      |          | 20  | NORTH TREE               | 1     |        |                      |
| 7302    | 2 AVENUE  | SILVER MAPLE |      |          | 36  | WEST TREE                | 0     |        |                      |
| 7750    | 2 AVENUE  | NORWAY MAPLE |      |          | 30  |                          | 1     |        |                      |
| 4714    | 20 AVENUE | SILVER MAPLE |      |          | 34  |                          | 1     |        |                      |
| 5020    | 20 AVENUE | SILVER MAPLE |      |          | 40  |                          | 1     |        |                      |
| 6734    | 20 AVENUE | BASSWOOD     |      |          | 58  |                          | 1     |        |                      |
| 6734    | 20 AVENUE | BASSWOOD     |      |          | 60  |                          | 0     |        |                      |
| 7711    | 20 AVENUE | SUGAR MAPLE  |      |          | 26  |                          | 1     |        |                      |
| 8534    | 20 AVENUE | SUGAR MAPLE  |      |          | 22  |                          | 1     |        |                      |
| 1747    | 21 AVENUE | WHITE ASH    |      |          | 16  |                          | 1     |        |                      |
| 4411    | 21 AVENUE | LINDEN       |      |          | 34  |                          | 1     |        |                      |
| 4411    | 21 AVENUE | LINDEN       |      |          | 36  |                          | 0     |        |                      |
| 4612    | 21 AVENUE | NORWAY MAPLE |      |          | 36  |                          | 1     |        |                      |
| 4816    | 21 AVENUE | NORWAY MAPLE |      |          | 10  |                          |       |        |                      |
| 4701    | 22 AVENUE | SUGAR MAPLE  |      |          | 18  |                          | 1     |        | LOW GROW REPLACEMENT |
| 8450    | 22 AVENUE | NORWAY MAPLE |      |          | 16  |                          | 1     |        |                      |
| 3007    | 23 AVENUE | ASH          |      |          | 14  |                          | 1     |        |                      |

2011 Contract Removal List #1

|      |           |              |  |  |  |    |                                |  |   |  |                                  |
|------|-----------|--------------|--|--|--|----|--------------------------------|--|---|--|----------------------------------|
| 4616 | 23 AVENUE | NORWAY MAPLE |  |  |  | 38 |                                |  | 1 |  | LOW GROW REPLACEMENT             |
| 6318 | 23 AVENUE | HONEYLOCUST  |  |  |  | 21 |                                |  | 0 |  | NARROW PARKWAY                   |
| 6707 | 23 AVENUE | NORWAY MAPLE |  |  |  | 24 |                                |  | 1 |  | LOW GROW REPLACEMENT             |
| 6707 | 23 AVENUE | NORWAY MAPLE |  |  |  | 24 |                                |  | 0 |  |                                  |
| 7734 | 23 AVENUE | SUGAR MAPLE  |  |  |  | 19 |                                |  | 1 |  |                                  |
| 7803 | 23 AVENUE | NORWAY MAPLE |  |  |  | 20 | EAST TREE                      |  | 1 |  |                                  |
| 8323 | 23 AVENUE | ASH          |  |  |  | 30 |                                |  | 1 |  |                                  |
| 2211 | 24 AVENUE | GREEN ASH    |  |  |  | 44 |                                |  |   |  |                                  |
| 2503 | 24 AVENUE | NORWAY MAPLE |  |  |  | 22 |                                |  | 1 |  |                                  |
| 2620 | 24 AVENUE | NORWAY MAPLE |  |  |  | 26 | MIDDLE TREE ON 27 STREET       |  | 1 |  | LOW GROW REPLACEMENT             |
| 5026 | 24 AVENUE | NORWAY MAPLE |  |  |  | 32 |                                |  | 1 |  | LOW GROW REPLACEMENT             |
| 7415 | 24 AVENUE | SUGAR MAPLE  |  |  |  | 17 |                                |  | 1 |  |                                  |
| 8225 | 25 AVENUE | SUGAR MAPLE  |  |  |  | 24 |                                |  | 1 |  |                                  |
| 8336 | 25 COURT  | SUGAR MAPLE  |  |  |  | 28 |                                |  | 1 |  |                                  |
| 8336 | 25 COURT  | SUGAR MAPLE  |  |  |  | 28 |                                |  | 1 |  |                                  |
| 8354 | 25 COURT  | WHITE ASH    |  |  |  | 20 |                                |  |   |  |                                  |
| 2819 | 26 AVENUE | ASH          |  |  |  | 22 |                                |  | 1 |  |                                  |
| 3021 | 26 AVENUE | ASH          |  |  |  | 26 | ON 26 AVENUE                   |  | 1 |  | RPLCTS. ON 26 AVENUE, DOUBLE LOT |
| 3021 | 26 AVENUE | ASH          |  |  |  | 30 | ON 26 AVENUE                   |  | 1 |  |                                  |
| 7726 | 27 AVENUE | NORWAY MAPLE |  |  |  | 32 |                                |  |   |  |                                  |
| 7954 | 28 AVENUE | NORWAY MAPLE |  |  |  | 24 |                                |  | 2 |  | MIDDLE TREE                      |
| 7954 | 28 AVENUE | NORWAY MAPLE |  |  |  | 23 |                                |  | 0 |  | NORTH TREE                       |
| 1726 | 29 STREET | LINDEN       |  |  |  | 42 |                                |  |   |  | TREE ON 29 STREET                |
| 2106 | 29 STREET | NORWAY MAPLE |  |  |  | 27 |                                |  | 1 |  |                                  |
| 2112 | 29 STREET | SUGAR MAPLE  |  |  |  | 24 |                                |  | 1 |  |                                  |
| 2112 | 29 STREET | SUGAR MAPLE  |  |  |  | 32 |                                |  | 0 |  |                                  |
| 6610 | 3 AVENUE  | GREEN ASH    |  |  |  | 48 |                                |  |   |  |                                  |
| 7405 | 3 AVENUE  | WHITE ASH    |  |  |  | 30 |                                |  | 1 |  |                                  |
| 7002 | 30 AVENUE | ASH          |  |  |  | 22 | CONTACT OWNER PRIOR TO REMOVAL |  | 1 |  | OWNER WANTS WOOD                 |
| 7002 | 30 AVENUE | ASH          |  |  |  | 30 | GEORGE MASSEY, 909-1120        |  | 1 |  | OWNER WANTS WOOD                 |
| 7847 | 30 AVENUE | NORWAY MAPLE |  |  |  | 17 |                                |  |   |  |                                  |
| 6614 | 31 AVENUE | ASH          |  |  |  | 36 |                                |  | 1 |  |                                  |
| 6638 | 31 AVENUE | NORWAY MAPLE |  |  |  | 28 |                                |  |   |  |                                  |
| 6638 | 31 AVENUE | NORWAY MAPLE |  |  |  | 46 |                                |  |   |  |                                  |
| 6921 | 31 AVENUE | NORWAY MAPLE |  |  |  | 24 |                                |  | 1 |  |                                  |
| 7400 | 31 AVENUE | SILVER MAPLE |  |  |  | 34 |                                |  |   |  | WEST TREE ON 74 STREET           |
| 7400 | 31 AVENUE | SIBERIAN ELM |  |  |  | 35 |                                |  |   |  | NORTH TREE ON 31 AVENUE          |
| 5237 | 32 AVENUE | SILVER MAPLE |  |  |  | 36 |                                |  | 1 |  |                                  |

2011 Contract Removal List #1

|      |           |                     |  |  |  |    |                            |   |   |                              |
|------|-----------|---------------------|--|--|--|----|----------------------------|---|---|------------------------------|
| 6528 | 32 AVENUE | SIBERIAN ELM        |  |  |  | 30 | ON 66 STREET               | 1 | 1 |                              |
| 7812 | 32 AVENUE | SUGAR MAPLE         |  |  |  | 18 |                            | 1 | 1 |                              |
| 7818 | 32 AVENUE | SILVER MAPLE        |  |  |  | 26 | NORTH TREE                 | 0 | 0 |                              |
| 5810 | 33 AVENUE | SILVER MAPLE        |  |  |  | 34 |                            |   |   |                              |
| 5918 | 33 AVENUE | HONEYLOCUST         |  |  |  | 21 |                            | 1 | 1 | PLEASE REMOVE IN FIRST BATCH |
| 8703 | 33 AVENUE | SILVER MAPLE        |  |  |  | 39 |                            | 1 | 1 |                              |
| 2011 | 34 AVENUE | GREEN ASH           |  |  |  | 26 | MIDDLE TREE ON 58 ST.      |   |   |                              |
| 4924 | 34 AVENUE | SILVER MAPLE        |  |  |  | 22 |                            | 1 | 1 | LOW GROW REPLACEMENT         |
| 5237 | 34 AVENUE | SUGAR MAPLE         |  |  |  | 12 |                            | 1 | 1 |                              |
| 5541 | 34 AVENUE | HONEYLOCUST         |  |  |  | 24 |                            | 1 | 1 |                              |
| 6037 | 34 AVENUE | LINDEN              |  |  |  | 18 |                            | 1 | 1 |                              |
| 2505 | 34 STREET | LINDEN              |  |  |  | 10 |                            |   |   |                              |
| 2515 | 34 STREET | SILVER MAPLE        |  |  |  | 47 |                            |   |   |                              |
| 2515 | 34 STREET | SILVER MAPLE        |  |  |  | 42 |                            | 1 | 1 |                              |
| 2814 | 34 STREET | NORWAY MAPLE        |  |  |  | 12 |                            |   |   |                              |
| 5617 | 35 AVENUE | SUGAR MAPLE         |  |  |  | 20 |                            | 1 | 1 |                              |
| 5808 | 35 AVENUE | SIBERIAN ELM        |  |  |  | 36 | ON 59 STREET               | 0 | 0 |                              |
| 6414 | 35 AVENUE | JAPANESE TREE LILAC |  |  |  | 8  |                            |   |   |                              |
| 7807 | 35 AVENUE | NORWAY MAPLE        |  |  |  | 24 | SOUTH TREE                 | 0 | 0 |                              |
| 7833 | 35 AVENUE | NORWAY MAPLE        |  |  |  | 20 | NORTH TREE                 | 0 | 0 |                              |
| 1828 | 35 STREET | OAK                 |  |  |  | 48 |                            |   |   |                              |
| 5622 | 36 AVENUE | NORWAY MAPLE        |  |  |  | 22 |                            | 1 | 1 |                              |
| 6711 | 36 AVENUE | ASH                 |  |  |  | 31 |                            | 1 | 1 |                              |
| 7823 | 36 AVENUE | SILVER MAPLE        |  |  |  | 56 |                            |   |   |                              |
| 1500 | 36 STREET | NORWAY MAPLE        |  |  |  | 19 |                            | 0 | 0 |                              |
| 6032 | 37 AVENUE | SILVER MAPLE        |  |  |  | 28 | S. OF SIDEWALK ON 60 PLACE | 0 | 0 | ON CITY PROPERTY             |
| 6032 | 37 AVENUE | SILVER MAPLE        |  |  |  | 58 | S. OF SIDEWALK ON 60 PLACE | 0 | 0 | ON CITY PROPERTY             |
| 7210 | 37 AVENUE | SILVER MAPLE        |  |  |  | 40 | ON 73 STREET               | 1 | 1 |                              |
| 6426 | 38 AVENUE | NORWAY MAPLE        |  |  |  | 14 |                            | 1 | 1 |                              |
| 6429 | 38 AVENUE | SILVER MAPLE        |  |  |  | 52 |                            | 0 | 0 |                              |
| 7014 | 38 AVENUE | SILVER MAPLE        |  |  |  | 37 |                            | 1 | 1 | LOW GROW REPLACEMENT         |
| 7621 | 38 AVENUE | NORWAY MAPLE        |  |  |  | 18 |                            | 1 | 1 |                              |
| 7736 | 38 AVENUE | EUROPEAN HORNBAM    |  |  |  | 10 |                            |   |   |                              |
| 7831 | 38 AVENUE | MAPLE               |  |  |  | 20 |                            |   |   |                              |
| 1913 | 39 STREET | NORWAY MAPLE        |  |  |  | 14 |                            | 1 | 1 |                              |
| 7211 | 40 AVENUE | NORWAY MAPLE        |  |  |  | 20 |                            | 1 | 1 |                              |
| 7815 | 40 AVENUE | SUGAR MAPLE         |  |  |  | 15 |                            | 0 | 0 |                              |
| 7850 | 40 AVENUE | NORWAY MAPLE        |  |  |  | 18 |                            | 0 | 0 |                              |

2011 Contract Removal List #1

|      |           |              |  |                        |    |  |  |   |                               |
|------|-----------|--------------|--|------------------------|----|--|--|---|-------------------------------|
| 7934 | 40 AVENUE | ASH          |  |                        | 22 |  |  | 0 |                               |
| 5910 | 41 AVENUE | SUGAR MAPLE  |  |                        | 38 |  |  | 1 |                               |
| 7031 | 41 AVENUE | NORWAY MAPLE |  |                        | 16 |  |  |   |                               |
| 4709 | 42 AVENUE | LINDEN       |  |                        | 8  |  |  |   |                               |
| 5922 | 44 AVENUE | AMERICAN ELM |  |                        | 38 |  |  | 1 |                               |
| 2005 | 44 PLACE  | ASH          |  |                        | 42 |  |  | 1 |                               |
| 7206 | 45 AVENUE | SUGAR MAPLE  |  | E. TREE ON 73 STREET   | 20 |  |  | 1 |                               |
| 5905 | 46 AVENUE | NORWAY MAPLE |  |                        | 14 |  |  | 0 |                               |
| 6045 | 46 AVENUE | HONEYLOCUST  |  |                        | 24 |  |  |   |                               |
| 6045 | 46 AVENUE | HONEYLOCUST  |  |                        | 27 |  |  |   |                               |
| 3914 | 46 STREET | ASH          |  | WEST TREE              | 20 |  |  | 0 |                               |
| 5914 | 47 AVENUE | NORWAY MAPLE |  | NORTH TREE             | 17 |  |  | 0 |                               |
| 6037 | 47 AVENUE | NORWAY MAPLE |  |                        | 16 |  |  | 1 |                               |
| 6343 | 47 AVENUE | ASH          |  |                        | 13 |  |  | 1 |                               |
| 6343 | 47 AVENUE | ASH          |  |                        | 18 |  |  | 0 |                               |
| 5439 | 49 AVENUE | HONEYLOCUST  |  | SOUTH TREE             | 19 |  |  | 0 |                               |
| 8044 | 49 AVENUE | NORWAY MAPLE |  |                        | 20 |  |  | 1 | NORTH TREE                    |
| 8044 | 49 AVENUE | NORWAY MAPLE |  |                        | 33 |  |  | 0 | SOUTH TREE                    |
| 7727 | 5 AVENUE  | NORWAY MAPLE |  |                        | 28 |  |  | 1 |                               |
| 5634 | 51 AVENUE | NORWAY MAPLE |  |                        | 18 |  |  | 1 |                               |
| 5403 | 52 AVENUE | SIBERIAN ELM |  |                        | 14 |  |  | 1 |                               |
| 5403 | 52 AVENUE | SIBERIAN ELM |  |                        | 26 |  |  | 0 |                               |
| 6203 | 54 AVENUE | NORWAY MAPLE |  | ON 62 STREET           | 9  |  |  |   |                               |
| 2227 | 54 STREET | NORWAY MAPLE |  |                        | 20 |  |  | 0 |                               |
| 4103 | 57 STREET | SUGAR MAPLE  |  |                        | 16 |  |  | 1 |                               |
| 1617 | 59 STREET | NORWAY MAPLE |  |                        | 26 |  |  | 0 |                               |
| 4003 | 6 AVENUE  | NORWAY MAPLE |  | WEST TREE ON 40 STREET | 12 |  |  | 0 |                               |
| 3519 | 60 STREET | HONEYLOCUST  |  |                        | 15 |  |  | 0 |                               |
| 3519 | 60 STREET | HONEYLOCUST  |  |                        | 16 |  |  | 0 |                               |
| 4206 | 60 STREET | HONEYLOCUST  |  |                        | 22 |  |  | 1 |                               |
| 4517 | 60 STREET | HONEYLOCUST  |  | WEST TREE              | 20 |  |  |   | LOW GROW REPLACEMENT          |
| 570  | 63 STREET | ASH          |  |                        | 15 |  |  | 1 |                               |
| 813  | 64 STREET | ASH          |  |                        | 32 |  |  |   | ACROSS STREET FROM 813 64 ST. |
| 4809 | 67 STREET | HONEYLOCUST  |  | EAST TREE              | 22 |  |  |   |                               |
| 5710 | 67 STREET | ASH          |  |                        | 15 |  |  |   |                               |
| 4206 | 68 STREET | NORWAY MAPLE |  |                        | 15 |  |  | 1 |                               |
| 5422 | 68 STREET | SILVER MAPLE |  | EAST TREE              | 26 |  |  |   |                               |
| 914  | 69 STREET | NORWAY MAPLE |  |                        | 22 |  |  | 1 | LOW GROW REPLACEMENT          |



CITY OF KENOSHA, WISCONSIN  
PARK DIVISION

TREE REMOVAL CONTRACT SPECIFICATIONS  
AND SPECIAL CONDITIONS

Project No. 11-1410

**WORK TO BE PERFORMED.** Work will consist of tree removal - severing and lowering portions of trees that prevent all damage to property, including turf, sidewalks, utilities, vehicles, persons and the like. This includes removing stumps and debris from the site and the proper disposal thereof.

**LOCATION OF WORK.** Work will consist of tree removal on public right-of-ways, City-wide, per the attached list, which is incorporated herein by reference.

**SUPERVISION.** Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s).

**INSPECTIONS.** The contractor shall call the Kenosha Park Division at (262) 653-4080 between 7:00 A.M. and 8:00 A.M. of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

**PUBLIC RELATIONS.** The Kenosha Park Division has notified abutting property owners of anticipated work using the "Work Notification Form" and /or the "Hazard Tree Removal Notification" letter.

The Park Division will provide a supply of informative leaflets at no cost to Contractor who shall distribute them to each abutting property owner and place them at each building on front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer shall be referred to the Park Division at (262) 653-4080.

**SAFETY.** Work shall conform to the most recent revision of American National Standards Institute Standard Z-133.1(Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

**REMOVAL.** Only trees designated by the Park Division on designated work orders are to be removed. Trees are to be topped before removal, unless conditions allow felling, and removed at a maximum stump height of four (4") inches above the highest surrounding grade. No trees shall be felled onto sidewalks, traffic signs, hydrants or other infrastructure. **Removal includes: stump removal, removal of basal sprouts, brush, vines and weeds within five (5') feet from outside of trunk.** Cleanup must be completed within two (2) hours of removal. The site is to be left in a condition at least as clean as pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property as much as possible. For

trees marked for removal that extend through power and/or telephone and/or cable television wires, it will be

**Tree Removal Specs. & Special Conditions -**  
**Project No. 11-1410 Page 2**

the Contractor's responsibility to notify the responsible utilities prior to removal and make any necessary arrangements. Contractor is responsible for the hauling and disposal of all waste wood harvested during removal operations.

Once the removal process has begun for any said tree, the tree must be removed down to and including the stem, within five (5) working days of start. Any exception to this must be approved by the City Forester. The Kenosha Park Division may prioritize removals at its discretion. The Contractor shall be given twenty-four (24) hours advance notification of such action.

**STUMP GRINDING.** Only stumps designated by the Park Division on designated work orders are to be ground. Stumps and all exposed roots are to be ground out to a depth of twelve (12") inches below surface of soils and to a radius of five (5') feet to provide a uniform and level surface. Contractor is responsible for the hauling and deposit of all grinding debris. Cleanup must be completed within two (2) hours of grinding. The site is to be left in a condition at least as clean as pre-work conditions. Grinding debris is to be kept off private property, streets and sidewalks as much as possible. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump grinding. Stumps must be ground within three (3) weeks of tree removal.

**TOPSOIL AND SEED.** The contractor shall repair disturbed lawn areas adjacent to construction by placing and compacting of topsoil to the depth of grinding and mounded over stump hole to a height of two (2) inches above curb or sidewalk height.

Top soil material shall consist of loam, sandy loam, silt loam, silty clay loam or clay loam humus-bearing soils adapted to sustain plant life, and ensure this topsoil is in the Ph range of 6.0 to 7.0. Topsoil shall be compacted.

Topsoil shall be placed to a minimum depth of 2-4 inches and shall not be placed over any debris or material as described. All disturbed area needing more than 4 inches of topsoil shall be placed in lifts and thoroughly compacted so that there are no excessive settlement areas after contract is completed. The finished topsoil elevation shall be to a height of two (2") inches above curb or sidewalk height after thorough compaction.

Seeding shall consist of a type 40 mixture which shall include a blend of 35% Kentucky bluegrass, 20% red fescue, 20% hard fescue, and 25% improved fine perennial ryegrass. This mixture shall be uniformly distributed at a rate of 2 lbs. per 1000 square feet.

Construction limits shall be considered areas within 18 inches any area disturbed by the Contractor's operations.

Restoration of areas within construction limits shall be included in the unit bid price of topsoil and seed per tree.

**TRAFFIC CONTROL.** Traffic control shall be the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (262-656-1234). Contractor shall be responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

**COORDINATION OF WORK.** Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

**Tree Removal Specs. & Special Conditions -**  
Project No. 11-1410 Page 3

**EVIDENCE.** In all situations involving injury or property damage, Contractor shall not perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 262-653-4080.

**PAYMENTS.** Payments will be made on a monthly basis unless otherwise agreed upon between the parties. Payments will be made within fifteen (15) working days after City receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payments will be on a per tree basis. Stump removal and cleanup must be completed.

**ASSIGNMENT AND SUBCONTRACTING.** No contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case will consent relieve the Contractor from the Contractor's contractual obligation, nor will it change the terms of the contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any removals.

The City of Kenosha, Wisconsin, Department of Public Works will receive proposals to remove trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

March 11, 2011

TO: Ronald L. Bursek, P.E.  
Director of Public Works

FROM: Kevin Risch, P.E. *KKR 3-11-11*  
Assistant City Engineer

SUBJECT: Project Status Report

- Project #07-1110 Storm Water Utility** – Staff continues to work with Stand Associates, the engineering firm engaged to study storm sewers in the Forest Park area, and has asked for a number of items that staff need to be refined. Staff is continuing plan review activities. Staff has reviewed RFP's for dry weather outfall screening and for inspection and evaluation of the multi-plate sewer. (Citywide)
- Project #09-1024 - I-94 West Frontage Road from CTH K (60<sup>th</sup> Street) to 71<sup>st</sup> Street** – [Super Western] Work has been suspended for the winter. (17)
- Project #09-1207 – Street Division Salt Shed** - [Camosy] Contract was awarded. The project is scheduled to start by early April. (11)
- Project #09-1443 and 08-1443 – Bike Path Extensions** – Project design is nearly complete. WisDOT is asking for P.S. and E. dates. (16)
- Project #10-1208 – Sidewalk and Curb and Gutter Repair** – [Azar] Work is complete for 2010. Punch list items will be completed this spring. (Citywide)
- Project #08-1226 – Wetland Mitigation Bank** – [Wetland and Waterway Consulting, LLC] Work is in progress. Site has been planted with a cover crop. Drain tile removal and actual planting with wetland plants will happen next spring.
- Project #09-1026 - 14<sup>th</sup> Avenue from 25<sup>th</sup> Street to 31<sup>st</sup> Street** – [A.W. Oakes] This is a state-let project. Work has been suspended for the winter. (1)
- Project #11-1208 – Sidewalk and Curb and Gutter Repair** – The 2011 program is beginning to evaluate this years project areas. This years program will utilize both safe steps (grinding/sawing) and removal and replacements. (Citywide)
- Project #10-1020 – 39<sup>th</sup> Avenue from 67<sup>th</sup> Street to 75<sup>th</sup> Street** – Complete roadway reconstruction project. Currently this project is out for bid and is scheduled begin mid April. (11, 14, 15)
- Project #10-1025 – 38<sup>th</sup> Street Reconstruction – Phase 4** – Project was bid and awarded to Stark Asphalt for \$550,000 and is scheduled to begin mid to late April. (16)
- Project #08-1021 – 39<sup>th</sup> Avenue from 18<sup>th</sup> Street to 24<sup>th</sup> Street** – This is a State project and is scheduled to go out fro bid on April 12, 2011 and will likely begin in late May. (5)
- Project #09-1212 – Lighting Grant**– This is a lighting retrofit project replacing the old high pressure sodium decorative light with new LED technology. (2, 8)
- Project #10-1412 – Southport Beach House ADA Ramp**– Project was bid and awarded to Camosy Construction for \$27,000.(2)

**Design Work** – Staff is working the following projects:

- Phase 1 Resurfacing – Citywide
- CDBG Resurfacing – (12)
- 56<sup>th</sup> Street from 64<sup>th</sup> Ave to 68<sup>th</sup> Ave (16)
- Miscellaneous Bike Path projects
- Lakefront Water Feature (Beaver Pond) with assistance from Bonestroo
- Washington Park Restroom/Concession Stand replacement with assistance from GRAEF
- Parks Field Office Building tuckpointing and painting
- Southport Park Beach house ADA Ramp