

**AGENDA
PUBLIC WORKS
COMMITTEE**

**WEDNESDAY, APRIL 11, 2012
ROOM 202
4:30 P.M.**

*G. John Ruffolo, Chairman
Steve Bostrom, Vice Chairman
Patrick Juliana*

*Jan Michalski
Ray Misner
Anthony Nudo*

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on March 28, 2012.

B. DEFERRED BY COMMITTEE

B-1 First Amendment to the Developers Agreement and Memorandum of Full Satisfaction between the City of Kenosha, Kenosha Water Utility, First Industrial Investments II, LLC and Affiliated Foods Midwest Cooperative, Inc. (Affiliated Foods) **(District 16)** (City Plan Commission approved 8-0) (deferred from the March 14, 2012 and March 28, 2012 meetings)

B-2 Bicycle and Pedestrian Easement Agreement by and between Affiliated Foods Midwest Cooperative, Inc., and City of Kenosha for property at 8100 60th Street. (Affiliated Foods) **(District 16)** (City Plan Commission approved 8-0) (deferred from the March 14, 2012 and March 28, 2012 meetings)

C. REFERRED TO COMMITTEE

C-1 Preliminary Report/Final Resolution for Project 12-1024 60th Street Resurfacing (60th Street - 22nd Avenue to 8th Avenue). **(Districts 2 & 3)** PUBLIC HEARING

C-2 Approval of request for use of Place de Douai by Kenosha Common Markets on Saturdays beginning May 19, 2012 through October 13, 2012 for Kenosha Harbor Market. **(District 2)**

C-3 Approval of request for use of Place de Douai by Karen Thomas on May 12, 2012 for a Sidewalk Chalk Art Show. **(District 2)**

C-4 Approval of Professional Services Agreement with Clark Dietz, Inc. for 18th Street Intersection Studies (39th Avenue and 30th Avenue).

C-5 Approval of Professional Service Contract with Droprite Tree & Landscape, LLC, for Parkway Tree Removal in the amount of \$62,500. (Also referred to Park Commission).

C-6 Approval of Lawn Park Bioswales for the Pennoyer Beach Outfall GLRI Grant.

INFORMATIONAL:

- Shagbark Recreational Trail Development and Grant
- City Plan Commission Update – Alderman Michalski
- 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 MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

PUBLIC WORKS COMMITTEE
- MINUTES -

WEDNESDAY, MARCH 28, 2012
4:30 P.M.

G. John Ruffolo, Chairman
Steve Bostrom, Vice Chairman
Patrick Juliana

Jan Michalski
Ray Misner
Anthony Nudo

The regular meeting of the Public Works Committee was held on Wednesday, March 28, 2012 in Room 202 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Vice Chairman Steve Bostrom, Aldermen Patrick Juliana, Jan Michalski, Ray Misner and Anthony Nudo. The meeting was called to order at 4:58 PM. Staff members in attendance were Mike Lemens and Shelly Billingsley.

- A-1 Approval of minutes of regular meeting held on March 14, 2012.
*It was moved by Alderman Michalski, seconded by Alderman Misner to approve.
Motion passed 6-0.*
- B-1 Approval of request for use of HarborPark by Wisconsin Marathon, LLC on May 5, 2012. **(District 2 – formerly District 2)** *(deferred from the March 14, 2012 meeting)*
*A public hearing was held. Jonathan Cain, Wisconsin Marathon, 590 Yale, Des Plaines, IL, and Dennis Duchene, Kenosha Visitors Bureau, 8710 36th Avenue, spoke.
It was moved by Alderman Michalski, seconded by Alderman Bostrom to approve.
Motion passed 6-0.*

It was moved by Alderman Bostrom, seconded by Alderman Misner to take item B-3 out of order. Motion passed 6-0.
- B-3 Approval of Lease between City of Kenosha, Wisconsin and GNC Hook LLC (Art Bar) for parcel located at 22nd Avenue and 53rd Street (Parcel# 09-222-36-411-001) **(District 7 – formerly District 7)** *(deferred from the March 14, 2012 meeting)*
*A public hearing was held. Chris Burger, GNC Hook LLC, 4311 7th Avenue, spoke. Assistant City Attorney, Bill Richardson, answered questions.
It was moved by Alderman Juliana, seconded by Alderman Michalski to approve.
Motion passed 6-0.*
- B-2 Award of Contract for Project 10-1415 Lake Front Water Feature (5501 Ring Road) to Camosy Construction (Kenosha, Wisconsin), in the amount of \$275,000. **(District 2 – formerly District 2)** *(Park Commission approved 4-0) (deferred from the March 14, 2012 meeting)*
*It was moved by Alderman Michalski, seconded by Alderman Juliana to approve.
Motion passed 6-0.*
- B-4 First Amendment to the Developers Agreement and Memorandum of Full Satisfaction between the City of Kenosha, Kenosha Water Utility, First Industrial Investments II, LLC and Affiliated Foods Midwest Cooperative, Inc. (Affiliated Foods) **(District 16 – formerly District 16)** *(City Plan Commission approved 8-0) (deferred from the March 14, 2012 meeting)*
It was moved by Alderman Nudo, seconded by Alderman Bostrom to defer items B-4 and B-5. Motion passed 6-0.

- B-5 Bicycle and Pedestrian Easement Agreement by and between Affiliated Foods Midwest Cooperative, Inc., and City of Kenosha for property at 8100 60th Street. (Affiliated Foods) **(District 16 – formerly District 16)** (City Plan Commission approved 8-0) (deferred from the March 14, 2012 meeting)
- C-1 Approval of Request for use of HarborPark by Downtown Kiwanis Club on June 22 & 23, 2012 for an event titled Blooming Bands. (District 2 – formerly District 2) A public hearing was held. Ron Bursek, 5111 24th Place, spoke. It was moved by Alderman Juliana, seconded by Alderman Nudo to approve. Motion passed 6-0.
- C-2 Approval of Sidewalk Rates for 2012. (also referred to Finance Committee) It was moved by Alderman Bostrom, seconded by Alderman Juliana to approve. Motion passed 6-0.
- C-3 Preliminary Report/Final Resolution for Project 12-1208 Sidewalk & Curb/Gutter Program (Citywide Locations). **(All Districts) PUBLIC HEARING** A public hearing was held. Wanda Orth, 1009 38th Street, and Kathy Broadway, 2109 21st Street, spoke. It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 6-0.
- C-4 Award of Contract for Project 12-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) to A.W. Oakes & Son (Racine, Wisconsin), in the amount of \$575,000. **(All Districts)** It was moved by Alderman Juliana, seconded by Alderman Nudo to approve. Motion passed 6-0.
- C-5 Aldermanic Petition to subname a portion of 85th Street from 22nd Avenue to 30th Avenue as Alderman Chuck Bradley Drive. **(District 13 – formerly Districts 9 & 13)** It was moved by Alderman Michalski, seconded by Alderman Nudo to send petition on its way. Motion passed 6-0.
- C-6 Aldermanic Petition to subname Lincoln Road from 22nd Avenue to 80th Street as Alfred and Josephine Capelli Blvd. **(District 13 – formerly District 13)** It was moved by Alderman Misner, seconded by Alderman Bostrom to send petition on its way. Motion passed 6-0.
- C-7 Intergovernmental Agreement Jurisdictional Transfer of Roadways Between County of Kenosha, Wisconsin and City of Kenosha, Wisconsin For Sequentially Improved Segments of County Trunk Highways "K" and "G" and the Intersection of County Trunk Highway "L" and 39th Avenue. It was moved by Alderman Bostrom, seconded by Alderman Misner to approve. Motion passed 6-0.

INFORMATIONAL:

- Lincoln Road Paving – Mike showed the committee plans and asked for input.
- Update from Alderman Michalski on Plan Commission
- Project Status Report

ALDERMAN COMMENTS:

- Alderman Ruffolo talked about flags in the parkway being approved by Public Safety & Welfare Committee and not the Public Works Committee due to an outdated ordinance. He would like that ordinance looked at.
- Alderman Juliana talked about holding Committee of the Whole meetings.
- Alderman Nudo asked for a status update on the an ordinance he worked on with Dirk Nelson regarding parkway trees.
- Alderman Michalski passed along information for the City Forester regarding Emerald Ash Borer and what is being done in other communities.

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:08 pm.*

B-1

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 8, 2012	Item #6
First Amendment to the Developers Agreement and Memorandum of Full Satisfaction between the City of Kenosha, Kenosha Water Utility, First Industrial Investments II, LLC and Affiliated Foods Midwest Cooperative, Inc. (Affiliated Foods) (District #16 - formerly District #16)			

LOCATION/SURROUNDINGS:

Site: 8100 60th Street
Zoned: M-2 Heavy Manufacturing/Air-3 and Air-4 Airport Overlay

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee and Board of Water Commissioners before final approval by the Common Council.

ANALYSIS:

- In 2008, First Industrial Investments received approval to construct Affiliated Foods. The approval required the drafting and approval of a Developers Agreement.
- One of the Conditions of the Developers Agreement was that the Developer, First Industrial, must post a cash escrow with the City for a ten (10') foot wide bicycle/pedestrian path to be constructed along the north side of 60th Street at a future date.
- The Developer is proposing the attached First Amendment to the Developers Agreement to clarify the Condition of posting the escrow. The Developer is proposing to deposit a \$60,000 cash escrow with the City for the path. The City would then construct the path at a later date with the \$60,000 escrow.
- The proposed First Amendment to the Developers Agreement would also indicate that the Developer has fully satisfied all obligations set forth in the Agreement.
- The City Attorney's office has reviewed the Amendment.

RECOMMENDATION:

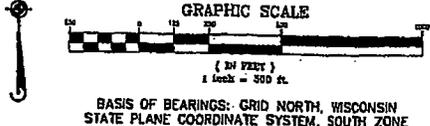
A recommendation is made to approve the First Amendment to the Developers Agreement.

B. R. W.
Brian R. Wilke, Development Coordinator

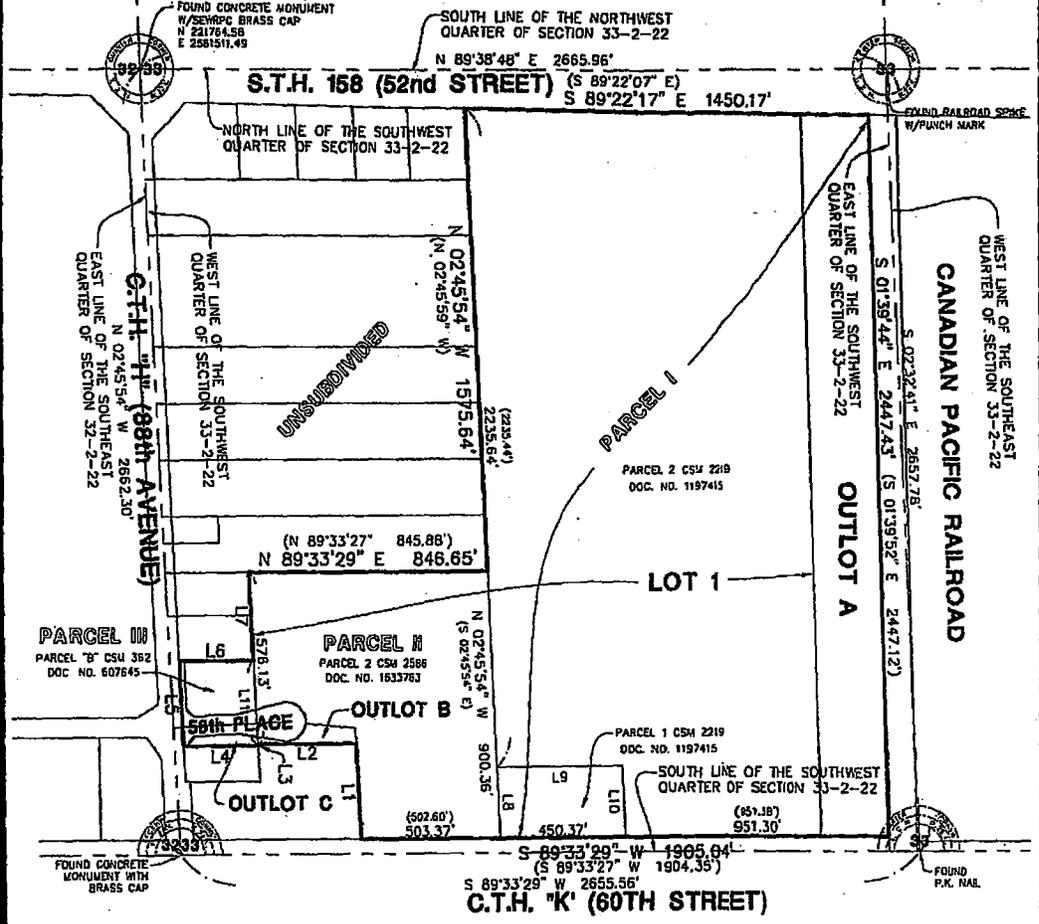
[Signature]
Rich Schroeder, Interim Deputy Director

CERTIFIED SURVEY MAP NO. 2633

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 22 EAST
OF THE FOURTH PRINCIPAL MERIDIAN IN KENOSHA COUNTY, WISCONSIN.

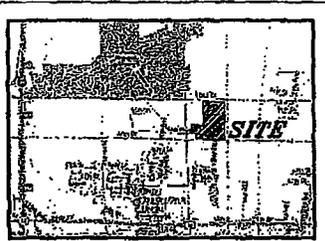


OWNER: PARCELS I, II & III
AFFILIATED FOODS MIDWEST COOPERATIVE, INC.
1301 OMAHA AVENUE
P.O. BOX 1067
NORFOLK, NEBRASKA 68701-1067



LINE	BEARING	LENGTH
L1	N 02°45'54" W	324.23'
L2	S 89°33'29" W	343.28'
L3	S 02°45'54" E	4.67'
L4	S 89°33'29" W	266.87'
L5	N 02°45'54" W	285.60'
L6	N 89°33'29" E	266.87'
L7	N 02°45'54" W	295.20'
L8	N 02°45'54" W	240.36'
L9	N 89°33'29" E	450.37'
L10	S 02°45'54" E	240.36'
L11	N 02°45'54" W	285.60'

LOCATION MAP
(NOT TO SCALE)



TAX KEY 08-222-33-301-022
08-222-33-301-026
08-222-33-301-301
08-222-33-301-302

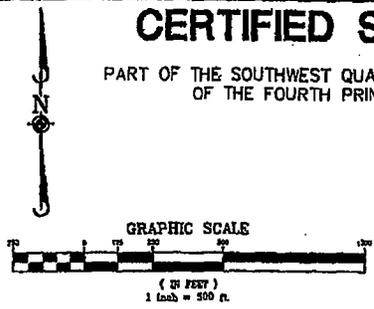
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CSM
CITY OF KENOSHA, WISCONSIN
FIRST PARK KENOSHA SOUTH
PROJ. NGR.: BIP SHEET
DRAWN BY: EAW 1 OF 5
DATE: 08/04/08
SCALE: 1" = 500' FIDKEW2 080985

18.70 Day Return P. Vidaver2 (eng) Suresh V. Prasad (eng) KCSU\N002-0250.dwg Updated By: BPHan

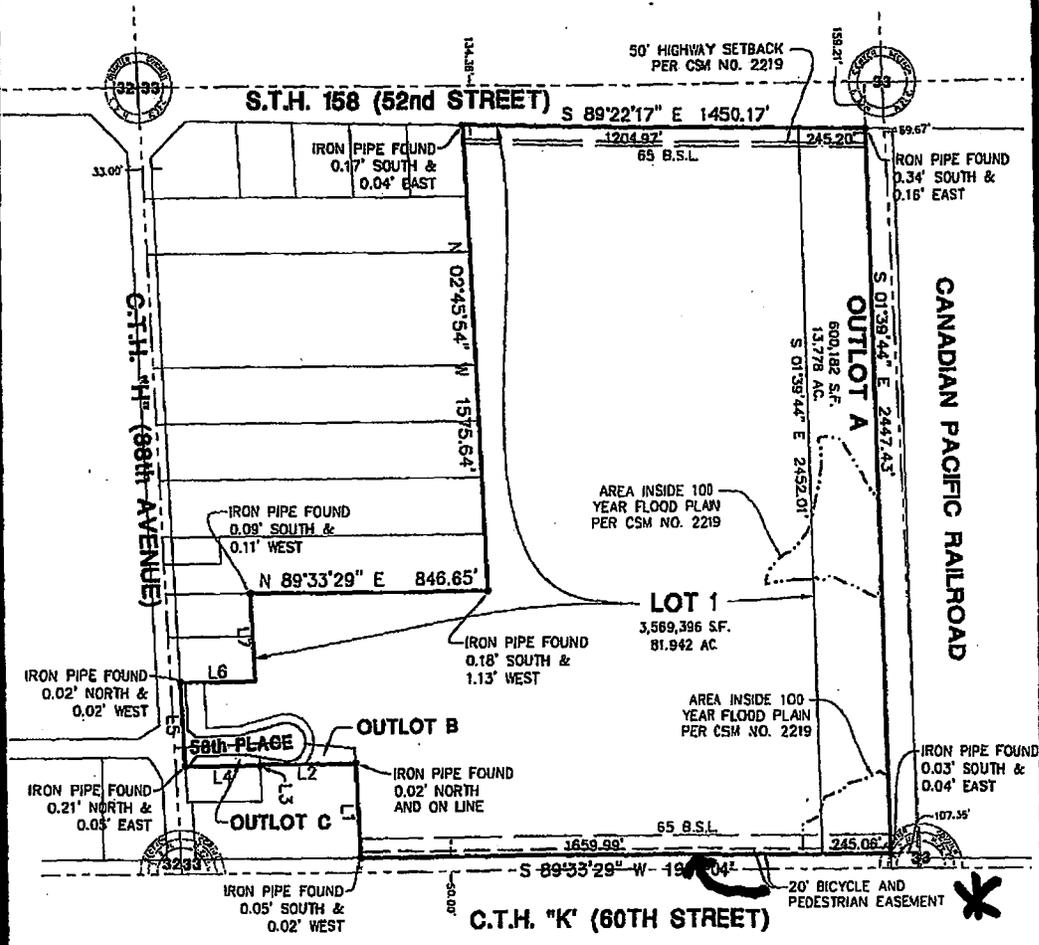
CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 22 EAST
OF THE FOURTH PRINCIPAL MERIDIAN IN KENOSHA COUNTY, WISCONSIN.



BICYCLE AND PEDESTRIAN EASEMENT PROVISIONS

A PERMANENT EASEMENT IS HEREBY GRANTED TO THE CITY OF KENOSHA, FOR PUBLIC INGRESS AND EGRESS, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN AREAS IDENTIFIED ON THE PLAN AS THE BICYCLE AND PEDESTRIAN EASEMENT. SAID EASEMENT IS TO BE FOR THE INSTALLATION, MAINTENANCE, AND REMOVAL OF SIDEWALKS, PATHWAYS, AND OTHER FEATURES IN ACCORDANCE WITH THE CITY OF KENOSHA ZONING ORDINANCES AS AMENDED.



- NOTE:**
- 5/8" X 18" LONG IRON ROD (WEIGHING NOT LESS THAN 1.13 LBS/FT) SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.
 - NO DEVELOPMENT OR SITE WORK SHALL OCCUR ON LOT 1 UNTIL A DETAILED DRAINAGE PLAN FOR THE ENTIRE SITE IS APPROVED BY THE CITY ENGINEER.
 - LOT 1 SUBJECT TO RESTRICTIONS SHOWN ON CSM NO. 2219.
 - CROSS ACCESS SHALL BE ALLOWED ACROSS OUTLOT C FOR THE PURPOSE OF A VEHICULAR CONNECTION TO 58th PLACE FOR THE PARCELS TO THE SOUTH.
 - THE OWNER OR OWNERS OF LOT 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER POND AND PAYMENT OF THE TAXES ON OUTLOT A.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 02°45'54" W	324.23'
L2	S 89°33'29" W	343.28'
L3	S 02°45'54" E	4.67'
L4	S 89°33'29" W	286.97'
L5	N 02°45'54" W	285.60'
L6	N 89°33'29" E	286.07'
L7	N 02°45'54" W	285.20'

ABBREVIATIONS:

B.S.L. - BUILDING SETBACK LINE



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CSM	
CITY OF KENOSHA, WISCONSIN	
FIRST PARK KENOSHA SOUTH	
PROJ. NO.: BP	SHEET
DRAWN BY: DMW	2 OF 5
DATE: 06/04/08	FIDKEW2
SCALE: 1" = 500'	060985

Draw North: P:\Plans\1\Map\Survey\1\Draw\CSM\ENR\ENR2-CSL.dwg Updated By: Brian

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

08-222-33-301-201 / 08-222-33-301-202
08-222-33-301-205

PARCEL IDENTIFICATION NUMBERS (PIN)

**SECOND AMENDMENT TO DEVELOPER'S AGREEMENT AND
MEMORANDUM OF FULL SATISFACTION**

THIS SECOND AMENDMENT TO DEVELOPER'S AGREEMENT AND MEMORANDUM OF FULL SATISFACTION ("Amendment") is made as of this ____ day of _____ 2012 by and between **FIRST INDUSTRIAL INVESTMENTS II, LLC**, a Delaware limited liability company, as successor to First Industrial Investment, Inc., whose address is 311 S. Wacker Drive, Suite 3900, Chicago, Illinois 60606 (the "Developer"), the **CITY OF KENOSHA**, whose address is 625 – 52nd Street, Kenosha, Wisconsin 53140 (the "City"), the **KENOSHA WATER UTILITY**, whose address is 4401 Green Bay Road, Kenosha, WI 53144 (the "Utility") and **AFFILIATED FOODS MIDWEST COOPERATIVE, INC.**, a Nebraska corporation, whose address is 1301 Omaha Avenue, Norfolk, Nebraska 68702-1067 (the "AFM").

RECITALS

A. Developer, Utility and City are parties to that certain City of Kenosha Developer's Agreement By and Between First Industrial Investments, Inc. and the City of Kenosha, Wisconsin and the Kenosha Water Utility (First Park Kenosha South), dated as of January 14, 2009 and recorded as Document #1583162 (the "Developer's Agreement"), as well as the First Amendment to said Developer's Agreement also dated January 14, 2009 and recorded as Document #1583163, pursuant to which Developer agreed to perform certain development activities with respect the 101.1 acre property located at the southeast corner of STH 158 and 88th Ave, Kenosha, Wisconsin, and legally described on Exhibit A attached hereto (the "Property").

B. Pursuant to the provisions of Certified Survey Map No. 2633 recorded as Document #1561649 (the "CSM"), Developer agreed to provide City a permanent easement across a portion of the Property for the purpose of constructing and maintaining a bicycle and pedestrian sidewalk/pathway (the "Pathway").

C. AFM is the current owner of the portion of the Property upon which the Pathway is to be located.

D. Developer, AFM and City desire to amend the terms of the Developer's Agreement to provide for (i) City to install, construct, operate, repair and replace the Pathway, and (ii) AFM to clear and maintain the pathway free from debris and obstructions, all on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

debris, at Grantor's sole cost and expense; provided, if Grantor shall fail to maintain the Pathway free from obstructions and debris, Grantee may, at its sole option, also access the Pathway to clear any obstructions and debris. Grantee shall charge, assess or otherwise levy any fees, fines or penalties to Grantee for removal of any obstructions and debris in conformance with Section 5.11 of the City of Kenosha General Code of Ordinances. Grantee shall not interfere with Grantor's operations or with Grantor or its invitees' access to the Property in connection with its installation, construction, operation, repair and replacement work. Grantee will not block, or allow the blockage of in any manner, more than half of any access drive at any time, allowing at least one lane open at all times in each access drive for vehicular traffic. Grantee shall separate by cones or other appropriate construction safety barriers the Easement while Grantee performs any work in the Easement. In no event shall the Easement be utilized for motorized vehicles of any kind.

CONSIDERATION: Grantor hereby acknowledges receipt of the sum of One Dollar (\$1.00) for this grant and conveyance of this easement.

RESTORATION OF PROPERTY: Any portion of the Property which is damaged by the Grantee's exercise of the Easement granted shall be repaired by Grantee to the condition that existed prior to the commencement of Grantee's work.

INDEMNITY. Grantee agrees to indemnify, defend, and hold Grantor, its successors, assigns, officers, directors, agents, lessees, licensees and employees harmless from and against any and all claims, losses, liens, liabilities, penalties, suits, actions, proceedings, judgments, demands, damages (including any consequential damages, whether foreseen or unforeseen), costs, and expenses (including reasonable attorneys' fees and court costs) made, incurred or asserted as a result of Grantee's, its agents, contractor's construction of the pathway. Indemnification is limited to the original construction of the Pathway.

NOTICE. All notices should be sent to the addresses noted above. Any party may lodge written notice of a change of address. All notices shall be in writing, and sent by nationally recognized overnight carrier or sent by certified mail, return receipt requested, and postage or other charges prepaid, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail or as of the time it is deposited with the overnight carrier.

CONFLICT – CONTROLLING TERMS: If the terms of this Agreement shall in any way conflict with the terms with respect to the granting of the Easement as set forth in the CSM, the terms of this Agreement shall control.

DATE OF GRANT AND CONVEYANCE: _____ day of _____, 2012. This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

[SIGNATURE PAGE FOR DEVELOPER]

FIRST INDUSTRIAL INVESTMENTS II, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by _____, the _____ of First Industrial Investments II, LLC, a Delaware limited liability company, on behalf of said limited liability company,

Notary Public, _____ County, Illinois
(acting in _____ County)
My commission expires: _____

[SIGNATURE PAGE FOR AFM]

**AFFILIATED FOODS MIDWEST COOPERATIVE,
INC., a Nebraska corporation**

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012,
_____, the _____ of Affiliated Foods Cooperative Midwest, Inc., a
Nebraska corporation, on behalf of said limited liability company,

Notary Public, _____ County, Illinois
(acting in _____ County)
My commission expires: _____

[Signature Page for City]

CITY OF KENOSHA

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012,
_____, the _____ of the City of Kenosha, on behalf of said city.

Notary Public, _____ County, Wisconsin
(acting in _____ County)
My commission expires: _____

[Signature Page for Utility]

KENOSHA WATER UTILITY

By: _____

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012,
_____, the _____ of the Kenosha Water Utility, on behalf of said Utility.

Notary Public, _____ County, Wisconsin

(acting in _____ County)

My commission expires: _____

Drafted by, and after recording return to:

Brian Wilke, Development Coordinator

City of Kenosha

Department of Community Development & Inspections - Room 308

625 52nd Street

Kenosha, WI 53140

EXHIBIT A

Legal Description of Property

Part of the Southwest Quarter of Section 33, Township 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin.

All of Lot 1, Outlot A, Outlot B and Outlot C of Certified Survey Map 2633, in the Kenosha County Register of Deeds Office recorded July 2, 2008 as Document 1561649. Also including a parcel described as follows: Part of the Southwest Quarter of Section 33, Township 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows: Commencing at the southwest corner of said Quarter Section; thence North 2°45'54" West along the west line of said Quarter Section, 1,330.60 feet to the westerly extension of the south line of the parcel of land described in Document 1555797 being a Personal Representative's Deed recorded on May 5, 2008 with the Kenosha County Register of Deeds Office; thence North 89°33'29" East parallel to the south line of said Quarter Section, 33.03 feet to the present east line of 88th Avenue and the point of beginning; thence North 2°45'54" West along said east line, 190.10 feet to the north line of the parcel of land described in said Document; thence North 89°33'29" East along said north line, 1,113.62 feet to the west line of Certified Survey Map 2633; thence South 2°45'54" East along said west line, 190.10 feet to the south line of the parcel of land described in said Document; thence South 89°33'29" West along said south line, 1,113.62 feet to the east line of 88th Avenue and the point of beginning, said lands containing 101.0 Acres more or less.

EXHIBIT B

Bike Pathway Easement

THIS BICYCLE AND PEDESTRIAN EASEMENT AGREEMENT ("Agreement") is made as of this ____ day of _____, 2012 by and between **AFFILIATED FOODS MIDWEST COOPERATIVE, INC.**, a Nebraska corporation, whose address is 1301 Omaha Avenue, Norfolk, Nebraska 68702-1067 (the "Grantor") and the **CITY OF KENOSHA**, whose address is 625 – 52nd Street, Kenosha, Wisconsin 53140 (the "Grantee").

RECITALS

A. Grantor owns that certain real property located in Kenosha, Wisconsin which is more particularly described in the attached Exhibit A (the "Property").

B. Pursuant to the provisions of Certified Survey Map No. 2633 recorded as Document #1561649 (the "CSM"), First Industrial Investment, Inc., as successor-in-interest to Grantor, provided to Grantee a permanent easement across a portion of the Property for the purpose of constructing and maintaining a bicycle and pedestrian sidewalk/pathway (the "Pathway").

C. Grantor and Grantee desire to reaffirm and clarify the terms of the easement for the Pathway, all on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

GRANT OF PERMANENT EASEMENT: Grantor hereby grants and conveys to Grantee a permanent non-exclusive easement across and through the portion of the land located on the Property as more fully described in the attached Exhibit B (the "Easement") for the purpose of installing, constructing, operating, repairing and replacing the intended Pathway. Additionally, the Grantor hereby grants and conveys to Grantee the right to enter upon the Property for the purpose of access to the Easement, provided, however, Grantee shall provide at least ten (10) days prior notice to Grantor before accessing the Property, except in the event of an emergency, which notice will specify the work to be performed and a date when the work will be completed.

RESPONSIBILITIES OF GRANTOR AND GRANTEE WITH RESPECT TO PATHWAY: Grantee shall install and construct the Pathway within the Easement, and after completion of the Pathway, shall be responsible for any future operation, repair or replacement of the Pathway. For purposes of clarification, Grantee shall be responsible for future repair or replacement of the Pathway for any damage deemed to be normal wear and tear. Grantor shall be responsible for future repair or replacement of the Pathway for damage deemed in excess of normal wear and tear. Grantee shall construct the Pathway at such future date as Grantee shall elect, in its sole discretion, upon not less than thirty (30) days prior written notice to Grantor. After completion of the Pathway, Grantor shall thereafter clear and maintain the Pathway free from obstructions and debris, at Grantor's sole cost and expense; provided, if Grantor shall fail to maintain the Pathway free from obstructions and debris, Grantee may, at its sole option, also access the Pathway to clear any obstructions and debris. Grantee shall charge, assess or otherwise levy any fees, fines or penalties to Grantor for removal of any obstructions and debris in conformance with Section 5.11 of the City of Kenosha General Code of Ordinances. Grantee shall not interfere with Grantor's operations or with Grantor or its invitees' access to the Property in connection with its installation, construction, operation, repair and replacement work. Grantee will not block, or allow the blockage of in any manner, more than half of any access drive at any time, allowing at least one lane open at all times in each access drive for vehicular traffic. Grantee shall separate by cones or other appropriate construction safety barriers the Easement while Grantee performs any work in the Easement. In no event shall the Easement be utilized for motorized vehicles of any kind.

CONSIDERATION: Grantor hereby acknowledges receipt of the sum of One Dollar (\$1.00) for this grant and conveyance of this easement.

RESTORATION OF PROPERTY: Any portion of the Property which is damaged by the Grantee's exercise of the Easement granted shall be repaired by Grantee to the condition that existed prior to the commencement of Grantee's work.

INDEMNITY. Grantee agrees to indemnify, defend, and hold Grantor, its successors, assigns, officers, directors, agents, lessees, licensees and employees harmless from and against any and all claims, losses, liens, liabilities, penalties, suits, actions, proceedings, judgments, demands, damages (including any consequential damages, whether foreseen or unforeseen), costs, and expenses (including reasonable attorneys' fees and court costs) made, incurred or asserted as a result of Grantee's, its agents, contractor's access to the Property or Grantee's, its agents or other public use of the Easement. Grantee hereby waives the limits on liability for Grantee set forth in Wis.Stat. Section 893.80(3).

NOTICE. All notices should be sent to the addresses noted above. Any party may lodge written notice of a change of address. All notices shall be in writing, and sent by nationally recognized overnight carrier or sent by certified mail, return receipt requested, and postage or other charges prepaid, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail or as of the time it is deposited with the overnight carrier.

CONFLICT – CONTROLLING TERMS: If the terms of this Agreement shall in any way conflict with the terms with respect to the granting of the Easement as set forth in the CSM, the terms of this Agreement shall control.

DATE OF GRANT AND CONVEYANCE: ____ day of _____, 2012. This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

**City of Kenosha Developers Agreement
By and Between First Industrial Investments, Inc.
and the City of Kenosha, Wisconsin
and the Kenosha Water Utility
(First Park Kenosha South)**

This Developers Agreement, hereinafter referred to as **AGREEMENT**, is made by and between First Industrial Investments, Inc., hereinafter referred to as **DEVELOPER**, the City of Kenosha, a municipal corporation of the State of Wisconsin, located in Kenosha County, Wisconsin, hereinafter referred to as **CITY**; and the Kenosha Water Utility, hereinafter referred to as **UTILITY**.

WHEREAS, DEVELOPER is the owner of approximately 96.24 acres of real estate in City, which is legally described on Exhibit "A", which is attached hereto and made a part hereof, hereinafter referred to as **REAL ESTATE**; and

WHEREAS, DEVELOPER desires to divide and develop **REAL ESTATE** for industrial purposes;
and

WHEREAS, REAL ESTATE is zoned M-2, FFO, AIR-3 and AIR-4 at the time of execution of this **AGREEMENT**, which zoning permits the development set forth in this **AGREEMENT**; and

WHEREAS, the Plan Commission of **CITY** has recommended to the Common Council and the Common Council of **CITY** has approved a Certified Survey Map of **REAL ESTATE** on the condition that **DEVELOPER** enter into **AGREEMENT** relative to the manner and method by which **REAL ESTATE** is to be developed; and

WHEREAS, UTILITY is the accepting and approving agency for **CITY** with respect to sanitary sewerage and water supply systems for **REAL ESTATE**, and **UTILITY** is willing to approve the provision of sanitary sewerage and water supply to **REAL ESTATE** subject to the terms and conditions of **AGREEMENT**; and

WHEREAS, DEVELOPER agrees to develop **REAL ESTATE** as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties, including the approval by **CITY** of a Certified Survey Map of **REAL ESTATE** and the provision of **UTILITY** of sanitary sewerage and water supply, and the agreement of **DEVELOPER** to subdivide and develop **REAL ESTATE**, the parties agree that **REAL ESTATE** will be developed as hereinafter provided.

I. IMPROVEMENTS AND DESIGN STANDARDS

A. Streets

1. **DEVELOPER** shall at its cost and expense grade, gravel and pave 58th Place in **REAL ESTATE**, in accordance with the street layout indicated on the Certified Survey Map, attached hereto as Exhibit "B", and in accordance with the Street Layout Plan, attached hereto as Exhibit "C" and complete the required off-site street improvements to 88th Avenue, CTH "K" and STH 158. All streets shall be improved with Portland cement concrete curb and gutter and with a pavement of bituminous concrete or Portland cement concrete pavement with integral curb in accordance with **CITY** standards.
2. Streets shall be completed and presented to **CITY** for acceptance not later than

eighteen (18) months after the date upon which CITY shall approve the Certified Survey Map in which they shall be located.

3. CITY shall accept all streets and right-of-way lying within the Certified Survey Map upon (a) completion, in accordance with approved plans and specifications, (b) construction and delivery without defect, damage, or nonconformity, (c) delivery to CITY of a certified reproducible mylar "as-built" drawing, and in digital form acceptable to the CITY; and (d) receipt of lien waivers from all contractors. Said acceptance of said streets and rights-of-way shall be upon recommendation of City Engineer, Board of Public Works, and formal action by the Common Council. The City Engineer shall inspect said streets without unreasonable delay, upon request by DEVELOPER, and issue written notice to DEVELOPER to correct any defect, damage, or nonconformity which may be discovered. Streets found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by CITY, CITY shall have full jurisdiction and ownership of 58th Place for all intents and purposes and be responsible for the maintenance of said street, subject to the coverage of express warranties of DEVELOPER provided herein.
4. DEVELOPER shall provide easements for utilities: (a) having a minimum width of ten (10) feet adjacent to both sides of the street right-of-way where required by CITY, UTILITY, or applicable utilities; (b) having a minimum width of five (5) feet on rear lot lines, and (c) having a minimum width of five (5) feet on all interior lot lines where required by CITY, UTILITY, or applicable utilities. Easements shall be indicated on any Certified Survey Map and Utility Plans. Required easements may be modified or terminated only in the event that CITY, UTILITY, and other appropriate utilities determine that said easement(s), in full or part, are not required to provide essential service. DEVELOPER shall provide easements for UTILITY as required with a minimum width of twenty (20) feet for water mains and thirty (30) feet for sanitary sewers. UTILITY may require forty (40) foot wide easements for deep sewers.
5. DEVELOPER shall grade, gravel and construct the binder course on 58th Place and provide rough grading as-built plans and complete all off-site improvements to 88th Avenue, CTH "K" and STH 158 prior to the issuance of any occupancy permit by CITY.
6. DEVELOPER shall not conduct any street paving or curb and gutter after November 15th of any calendar year without express written approval of the City Engineer, and no paving work will be permitted after December 1st of any calendar year. Construction may commence after April 1st with the approval of the City Engineer.
7. DEVELOPER shall construct 58th Place to CITY requirements, 88th Avenue and CTH "K" to County requirements and STH 158 to State requirements. DEVELOPER shall be responsible for maintenance of 58th Place, including snow plowing until CITY accepts the improvements.
8. DEVELOPER shall be responsible to acquire and dedicate all right-of-way required for off-site improvements to STH 158, 88th Avenue and 60th Street.
9. DEVELOPER shall obtain all required permits from the CITY and Kenosha County Highway Department.

10. **DEVELOPER** shall complete all required improvements noted in the Traffic Impact Analysis and as noted in the April 24, 2008 letter from the Wisconsin Department of Transportation, Exhibit J.
11. **DEVELOPER** shall post a cash escrow with the **CITY** for a ten (10') foot wide bike/pedestrian path to be constructed along the north side of 60th Street at a future date.
12. **DEVELOPER/OWNER** shall be responsible for the cost of future sidewalks along 88th Avenue and STH 158.

B. Sanitary Sewerage System

1. **DEVELOPER** shall construct, furnish, install and provide, at its cost and expense, a complete sanitary sewerage system throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with Sanitary Sewer Plan attached hereto as Exhibit "D", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources. Copies of WDNR approvals shall be provided to **UTILITY**.
2. Sanitary sewer construction shall commence within eighteen (18) months after the date upon which **CITY** shall approve the Certified Survey Map.
3. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** sanitary sewerage system.
4. **UTILITY** shall allow **DEVELOPER** to extend and connect its sanitary sewerage system to the sanitary sewerage system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis. **CITY** and **UTILITY** shall cooperate with **DEVELOPER** in obtaining all necessary permits required from the United States of America, State of Wisconsin, and County of Kenosha for such sanitary sewerage systems, extensions, and connections.
5. **UTILITY** shall accept all sanitary sewerage systems located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (a) completion in accordance with approved plans and specifications, (b) construction and delivery without defect, damage or non-conformance, (c) delivery to **UTILITY** of certified copies of all tests of sanitary sewerage system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM (d) receipt of lien waivers from all contractors, and (e) certification by **UTILITY** Engineer of the above. Said acceptance shall be subject to approval by the Board of Water Commissioners. The **UTILITY** Engineer shall inspect said sanitary sewerage system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the sanitary sewerage system found to contain any defect, damage or nonconformity shall be reinspected by the **UTILITY** Engineer after repair by **DEVELOPER** and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation

and maintenance of said sanitary sewerage system. **DEVELOPER** shall provide **CITY** with density test to certify proper compaction of trench backfill.

6. Sanitary sewer service shall be subject to applicable user and impact fees.

C. Water

1. **DEVELOPER** shall construct, furnish, install and provide at its cost and expense a complete system of water distribution throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with the Water Main Plan, attached hereto as Exhibit "E", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources.

2. Water distribution system construction shall commence within eighteen (18) months after the date which **CITY** shall approve the Certified Survey Map which the same shall be located.

3. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** water supply system.

4. **UTILITY** shall allow **DEVELOPER** to extend and connect its water system to the water system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees as required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis.

5. **UTILITY** shall accept all such water distribution system located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (a) completion in accordance with approved plans and specifications, (b) construction and delivery without defect, damage or non-conformance, (c) delivery to **UTILITY** of certified copies of all tests of the water distribution system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM, (d) receipt of lien waivers from all contractors, and (e) certification by **UTILITY** Engineer of the above. Said acceptance shall be subject to approval by the Board of Water Commissioners. **UTILITY** Engineer shall inspect said water distribution system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the water distribution system found to contain any defect, damage or nonconformity shall be repaired by **DEVELOPER** and reinspected by **UTILITY** Engineer and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation and maintenance of said water distribution system. **DEVELOPER** shall provide **UTILITY** with density test to certify proper compaction of trench backfill.

6. Water service shall be subject to payment of applicable user charges.

D. Storm and Surface Water Drainage

1. **DEVELOPER** shall construct, furnish, install, and provide at its cost and expense

adequate facilities for storm and surface water drainage throughout **REAL ESTATE** including the facilities which abut land dedicated or acquired for any public purpose. Storm and surface water drainage shall be in accordance with any applicable Master Plan for the area served, in accordance with the Storm Water Management Plan attached hereto as Exhibit "F" and Storm Sewer Plan attached hereto as Exhibit "G", and in accordance with **CITY** criteria for design of storm sewers. Sump pump discharge lines shall be installed and connected to the storm sewer in accordance with Section 5.115 of the Code of General Ordinances.

Tracer wires shall be installed on all storm sewer mains and laterals including sump pump laterals per City of Kenosha specifications, except for sewers located on private property.

2. **DEVELOPER** shall construct storm water retention basin for the improvement of water quality within Outlot A in conjunction with the Certified Survey Map as depicted in Exhibit "F" and "G". The retention basin shall be functional and operational as a prerequisite to **CITY** issuance of any Footing and Foundation permits for any improvements within **REAL ESTATE**
3. **CITY** shall assist **DEVELOPER** in obtaining the right to make connections and in procuring easements to **CITY'S** nearest appropriate and available storm sewer or drainage system and in allowing **DEVELOPER** to connect to any future storm sewer or drainage system of **CITY**, which is constructed to serve **REAL ESTATE**
4. Retention basins, storm and surface water conveyance systems and outlet structures for storm and surface water shall meet **CITY'S** current outflow and storage requirements. **DEVELOPER** shall submit plans, specifications and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction. All portions of the **REAL ESTATE** designated as retention basins and outlet structures located in Outlots A, and Outlots B and C shall either be retained by **DEVELOPER** or assigned to an owner's association.

DEVELOPER, or the owner's association, shall be responsible for maintenance, replacement or repair of all retention basins, storm and surface water conveyance system and outlet structures lying within **REAL ESTATE**, excepting those on public rights-of-way and shall provide **CITY** with a Maintenance Agreement. **CITY** shall review and approve of any owners association prior to final acceptance of the storm and surface water drainage system. **DEVELOPER**, prior to transfer to an owners association, shall provide **CITY** with a maintenance easement for the storm and surface water drainage system not located within public rights-of-way and the **CITY** may specially assess benefited property for any service performed. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements. Maintenance and payment of taxes for Outlots A, B and C shall be the responsibility of the homeowners association and/or owners of Lot 1 of the Certified Survey Map.

5. **CITY** shall approve all such storm and surface water drainage facilities, including storm and surface water conveyance systems, located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (a) completion in accordance with approved plans and specifications, (b) construction and delivery without defect, damage or non-conformance, (c) delivery to **CITY** of certified copies of all tests of storm

sewer system and a certified reproducible mylar "as-built" drawing and in a digital form acceptable to the CITY, (d) receipt of lien waivers from all contractors, and (e) certification by City Engineer of the above. Approval of the storm and surface water drainage facilities shall be upon recommendation by the City Engineer, Board of Public Works and formal action by the Common Council. The City Engineer shall inspect said storm and surface water drainage facilities without unreasonable delay upon request by DEVELOPER and issue written notice to correct any defect, damage or nonconformity which may be discovered. Any element of the storm and surface water drainage system found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by CITY, CITY shall be responsible for the operation and maintenance of said storm and surface water drainage facilities lying within the public rights-of-way within said REAL ESTATE, subject to the Indemnity and Hold Harmless Agreement of DEVELOPER herein provided. CITY may specially assess benefited property or initiate a user fee for the cost of maintenance thereof.

6. Storm and surface water conveyance systems shall meet CITY'S current requirements. DEVELOPER shall submit plans, specifications, and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction.

DEVELOPER shall be responsible for the maintenance, replacement or repair of all storm and surface water conveyance systems required for the development of property lying within REAL ESTATE, excepting those on public rights-of-way. CITY shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements.

7. Storm and surface water which flows onto any abutting private property may be tied into existing drain tiles, if available, at the perimeter of REAL ESTATE with the permission of the abutting property owner where approved by the City Engineer.

8. DEVELOPER shall, during the term of AGREEMENT, indemnify, defend, and hold harmless CITY, UTILITY, and officers and employees thereof from and against any and all claims, damages, judgments, costs, expenses, and attorneys' fees which any of them may pay, sustain or incur should any person or party incur property loss or damage arising out of the design or construction of the storm and surface water drainage system, provided that the legal counsel representing any indemnified person or party shall be selected by DEVELOPER, and provided further, that CITY and UTILITY shall cooperate with DEVELOPER, and provided further, that CITY and UTILITY shall cooperate with DEVELOPER and DEVELOPER'S legal counsel in defending against any such claim. CITY and UTILITY shall be permitted to assist in the defense of any such claim.

E. Landscaping

1. DEVELOPER shall at its cost and expense, furnish, install, and provide landscaping for the Certified Survey Map within REAL ESTATE in conformity with the Tree Planting Plan attached hereto as Exhibit "H". Said landscaping shall be installed and presented to the CITY for acceptance prior to or concurrent with the street improvements stipulated in Section I.A.2. of AGREEMENT. DEVELOPER shall be responsible to water and maintain street trees for thirty (30) days after installation.

2. **DEVELOPER** shall remove and lawfully dispose of all rubbish, barns and outbuildings, dead trees, branches, brush, tree trunks, shrubs, and other natural growth that are inconsistent with approved plans.
3. **DEVELOPER** shall supply and install six (6) inches of topsoil in all lawn parks to bring lawn parks up to final grade.
4. **DEVELOPER** shall protect existing trees within **REAL ESTATE** in accordance with Section 34.10 of the Code of General Ordinances.

F. Street Lamps

1. **DEVELOPER** shall, at its cost and expense, install or contract with WE Energies for installation of street lamps within **REAL ESTATE** as recommended by the Traffic Engineer in accordance with the Street Lighting Plan, Exhibit "I". Said street lighting shall be installed and presented to the **CITY** for acceptance prior to or concurrent with the street improvements stipulated in Section I.A.2. of **AGREEMENT**. Cost of street lamp operation shall be the responsibility of **CITY**. Poles and fixtures shall be of a type acceptable to the **CITY**. The use of wood poles for lighting is prohibited.

G. Street Signs and Regulatory Signs

1. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of the materials for and installation of street name signs at all intersections within the subdivision within thirty (30) days after being billed. Street designations shall be in numeric sequence as determined by **CITY**.
2. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of materials and installation of all regulatory signs required by **CITY** within the subdivision, within thirty (30) days after being billed.

H. Grading

1. **DEVELOPER** shall grade **REAL ESTATE** in conformity with the Storm Water Management Plan attached hereto as Exhibit "F" and Storm Sewer Plan attached hereto as Exhibit "G".

I. Construction Management

1. **DEVELOPER** shall obtain permits and comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code". Stockpiles of topsoil shall be identified on Grading Plan for any total plat of subdivision for a term as specified by **CITY**. At the time the mass grading Erosion Control Permit is issued, the **DEVELOPER** shall submit a payment of five thousand (\$5,000.00) dollars to guarantee that the conditions of the Erosion Control Permit are being followed as they relate to maintaining the public right-of-way and storm sewer system. The cash assurance shall be used if the **CITY** determines that the **DEVELOPER** or his/her contractor have not kept the right-of-ways clean from mudtracking, if there is damage to the stormwater drainage improvements, or if erosion and sediment controls are not being maintained. The cash assurance shall be

refunded to the landowner once the project is completed and it is determined that the property is in compliance with this requirement.

2. **CITY** and/or **UTILITY** shall provide engineering and inspection services during the installation of water, sanitary sewer, storm sewer, drainage, paving and sidewalk construction for adherence to approved plans and specifications. The cost of the inspection shall be billed to **DEVELOPER** who shall pay the bill within thirty (30) days of receipt. This inspection shall not relieve **DEVELOPER**, **DEVELOPER'S** engineer, or **DEVELOPER'S** contractor from their responsibility to install the infrastructure to proper horizontal and vertical alignment as shown on the approved plans or from providing "as-built" plans. Any and all testing services deemed necessary by **CITY** and/or **UTILITY** shall be paid for by **DEVELOPER**.
3. **DEVELOPER** shall abandon any wells on **REAL ESTATE** per Wisconsin Department of Natural Resources requirements Chapter NR 112, Wisconsin Administrative Code and Section 32.09 of the City Code of General Ordinances. **DEVELOPER** shall provide a copy of any completed well abandonment form to **UTILITY**.
4. **DEVELOPER** shall provide final improvement plans for Exhibits "C" through "I" and obtain **CITY** and **UTILITY** approval prior to the construction.
5. Construction of public improvements can commence only upon written authorization of **CITY** and **UTILITY**, which authorization shall not be unreasonably withheld. **DEVELOPER** shall hold a pre-construction meeting which shall be attended by **CITY**, **UTILITY**, contractor and consultants' inspector.
6. **UTILITY** Engineering Services Division reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the proper completion of the work covered under Section 1.D. and 1.E. of the **AGREEMENT**. **DEVELOPER** shall reimburse **UTILITY** for all costs for outside testing services.
7. **DEVELOPER** shall complete a T.V. Inspection of the completed sanitary sewer system. T.V. Inspection shall be performed by an inspection service acceptable to the **UTILITY**. Video tapes and written logs of all sewer inspections shall be submitted to **UTILITY** for review. Any repairs or cleaning identified by the T.V. Inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

UTILITY reserves the right to perform the T.V. Inspection of the sanitary sewer system, with **DEVELOPER** reimbursing the **UTILITY** for the cost of the inspection.
8. **CITY** reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the proper completion of the work under all sections of the **AGREEMENT**. **DEVELOPER** shall reimburse **CITY** for all costs for outside testing services.
9. **DEVELOPER** shall complete a T.V. Inspection of the completed storm sewer system. T.V. Inspection shall be performed by an inspection service acceptable to the **CITY**. Video tapes and written logs of all sewer inspections shall be submitted to **CITY** for review. Any repairs or cleaning identified by the T.V. Inspection shall be promptly

performed by the **DEVELOPER** and the effected area re-televised.

CITY reserves the right to perform the T.V. Inspection of the storm sewer system, with **DEVELOPER** reimbursing the **CITY** for the cost of the inspection.

II. DEDICATION AND ASSURANCE OF COMPLETION OF IMPROVEMENTS

- A. Subject to all other provisions of **AGREEMENT** and the exhibits hereto attached, **DEVELOPER** shall, without charge to **CITY** or **UTILITY** upon completion of all of the above described improvements located in public areas, unconditionally give, grant, convey and fully dedicate same to **CITY** and **UTILITY**, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumerations, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, **CITY** and **UTILITY** shall have the right to connect or integrate same into their related facilities as **CITY** and **UTILITY** shall determine, with no payment to, award of damages, or consent of **DEVELOPER**. Dedication shall not constitute acceptance of any improvement by **CITY** or **UTILITY**. All improvements will be accepted by **CITY** or **UTILITY** in writing in the manner herein set forth, where in conformance with **AGREEMENT**. **DEVELOPER** shall be responsible for the maintenance and snow plowing of any streets constructed within **REAL ESTATE** until said streets are formally accepted by **CITY** as specified in this **AGREEMENT**.
- B. Prior to approval by **CITY**, **DEVELOPER** shall deposit with the Clerk-Treasurer of **CITY** an assurance for completion of all improvements therein, in an amount established by the City Engineer and **UTILITY** General Manager that will reasonably compensate **CITY** and **UTILITY** for their cost of completion of any improvements not timely completed by **DEVELOPER** in accordance with plans and specifications.
- C. If and to the extent that **DEVELOPER** shall properly complete portions of improvements for which it shall have deposited an assurance with the Clerk-Treasurer of **CITY**, then, upon request of **DEVELOPER**, the Clerk-Treasurer of **CITY** shall, upon recommendation of City Engineer or General Manager of **UTILITY**, accordingly reduce the amount of the assurance required in proportion to the work completed. Prior to the release of any amount of the assurance, **DEVELOPER** shall submit to **CITY** and **UTILITY** a waiver of lien from all contractors and subcontractors.
- D. The form of the assurance required hereby is a cash assurance or an Irrevocable Letter of Credit which must be approved by the City Attorney as protecting **CITY** and **UTILITY** and providing access to funds to timely complete required improvements in accordance with approved plans and specifications. Should assurance funds be insufficient, **CITY** and **UTILITY** may perform required work at the cost and expense of the **DEVELOPER** and specially assess benefited **REAL ESTATE** therefor, if **DEVELOPER** has not timely paid for said improvements. If required improvements have not been completed within the term of a Letter of Credit and the Letter of Credit is about to expire and has not been renewed, **CITY** and **UTILITY** may draw upon the Letter of Credit to assure funds are available for completion of required improvements.

III. MISCELLANEOUS REQUIREMENTS

A. Survey Monuments

1. **DEVELOPER** shall properly place and install all survey and other monuments required by statute or ordinance.

B. Grade

1. **DEVELOPER** shall furnish **CITY** with final engineering plans on reproducible mylar, and digital format, a final grading plan indicating the street grade and finished yard grade at building, elevation of sidewalks, elevation of finished yard grade at building and property lines and elevation of swales (if required).

C. Notice of Installation and Construction of Public Improvements

1. **DEVELOPER** shall not construct any public improvement until Certified Survey Map and Development Agreement have been approved by the Common Council, the Development Agreement has been signed by all parties and all required assurances have been received and approved. **DEVELOPER** shall not commence the installation and construction of any public improvement without first obtaining written authorization from **CITY** and **UTILITY** and then notifying **CITY** and **UTILITY** two working days in advance of the physical commencement of construction. This notification requirement shall also apply to a work resumption following a work interruption of over five (5) working days.

D. Assurance

1. Assurance shall mean a cash bond or irrevocable Letter of Credit approved by the City Attorney.

IV. GUARANTEE OF STREETS, SIDEWALKS AND UTILITIES

- A. **DEVELOPER** shall guarantee the street, sidewalk, and all utility improvements required herein against defects due to faulty materials or workmanship of which it is notified in writing within a period of one (1) year from the date of acceptance of any improvement by the Common Council or Board of Water Commissioners. **DEVELOPER** shall perform and pay for any required repairs. **UTILITY** may elect to complete repairs to sanitary sewer and water system if **UTILITY** deems necessary. **DEVELOPER** shall pay **UTILITY** for said repairs at **UTILITY'S** time and material rates.
- B. To assure compliance with said guarantee, **DEVELOPER** shall deposit with **CITY** a cash bond, letter of credit, or other assurance in an amount determined sufficient by **CITY** and **UTILITY** to support guarantee
- C. With respect to any portion of **REAL ESTATE** for which **CITY** shall approve a Certified Survey Map, **DEVELOPER** shall assume responsibility for any settlement of fill material that may occur in any utility trenches in any right-of-way or easement not under street pavement or sidewalk for a period of one (1) year from the date of the last acceptance by **CITY** or **UTILITY** of any **UTILITY** improvement located in such portion of **REAL ESTATE**

V. CITY'S RESPONSIBILITIES

A. CITY shall process occupancy permits at such time as required improvements have been constructed and applicable Conditions of the Conditional Use Permit have been satisfied. CITY shall not unreasonably withhold an occupancy permit due to the lack of any improvement, where applicant is otherwise entitled thereto and where an assurance therefor has been posted with CITY or UTILITY as herein required. Occupancy permits may be denied if utilities and storm and surface water drainage system required to serve property are not fully operational. CITY shall have the authority to withhold building and inspection services if DEVELOPER does not reasonably comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code." All street improvements shall be completed prior to the issuance of any Occupancy permits.

B. CITY shall process and issue building permits without unreasonable delay after application so long as there is compliance with standards for the issuance thereof set forth in applicable CITY and State laws, rules or regulations and applicant has obtained all required CITY and State approvals. Ordinances governing CITY building and occupancy permits shall be applicable as they exist on the date of permit issuance.

C. CITY shall not provide trash pickup service.

VI. CONSTRUCTION AND FINANCE

A. Granular trench backfill shall be used under all pavement and sidewalks and within twenty-four (24) inches thereof, but shall not be required in any unpaved parkways, provided that DEVELOPER shall deposit with CITY the assurances herein required to guarantee improvements. CITY shall test granular backfill for proper compaction and shall charge DEVELOPER therefor, at its actual cost.

B. Inspection fees shall be computed at CITY or UTILITY employee's hourly rate plus indirect costs.

VII. MISCELLANEOUS

A. CITY represents that the provisions of AGREEMENT are consistent with its Zoning and Code of General Ordinances, or if inconsistent, are lawfully inconsistent therewith.

B. All notices, requests, demands, and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

If to CITY:

City Clerk
Municipal Building
625 52nd Street
Kenosha, WI 53140

with copies to:

Mayor and City Attorney
Municipal Building
625 52nd Street
Kenosha, WI 53140

If to **UTILITY**:

General Manager
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144

with a copy to:

City Attorney
(see address above)

If to **DEVELOPER**:

Michael Powers
First Industrial Investments, Inc.
311 S. Wacker Drive - Suite 4000
Chicago, IL 60606

- C. Any party hereto may, in law or in equity, by suit, action, or mandamus, or other proceedings, including specific performance, enforce or compel the performance of **AGREEMENT**.
- D. If any provision, covenant, or portion of **AGREEMENT** or its application to any person, entity or property is held invalid or unenforceable by a Court of Law or Equity, such status shall not affect the application or validity or other provisions covenants, or portions of **AGREEMENT** which can be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of **AGREEMENT** are declared to be severable.
- E. It is understood and agreed by the parties hereto that time is of the essence with respect to the provisions of **AGREEMENT** specifying dates and deadlines and the parties agree to expeditiously comply therewith.
- F. Copies of all exhibits described herein are appended hereto and are by reference incorporated herein.

VIII. AMENDMENTS

The parties may, by mutual consent, amend **AGREEMENT**, subject to approval thereof by the respective governing bodies of **CITY** and **UTILITY**.

IX. AUTHORIZATION

- A. **DEVELOPER** enters into this **AGREEMENT** by authority of action taken by the partnership on the 14th day of January, 2008.
- B. **CITY** enters into this **AGREEMENT** by authority of action taken by its Common Council on the 2nd day of June, 2008.
- C. **UTILITY** enters into this **AGREEMENT** by authority of action taken by its Board on the 28th day of May, 2008.

X. EXHIBITS

The exhibits to **AGREEMENT** listed below are made a part of **AGREEMENT**, as approved by **CITY**, and shall be provided to **CITY** and **UTILITY** by **DEVELOPER** on reproducible mylar.

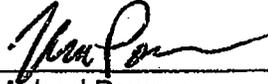
- Exhibit A: Legal Description
- Exhibit B: Certified Survey Map
- Exhibit C: Street Layout Plan
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Water Main Plan
- Exhibit F: Storm Water Management & Storm Sewer Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Tree Planting Plan
- Exhibit I: Street Lighting Plan
- Exhibit J: Wisconsin Department of Transportation letter dated 2008

NOTE: Exhibits C - I are Preliminary Exhibits.
Final Exhibits shall be on file in the Department of City Development.

XI. EXECUTION

This AGREEMENT will be executed as follows:

A. By DEVELOPER on the 14th day of January, 2008^a

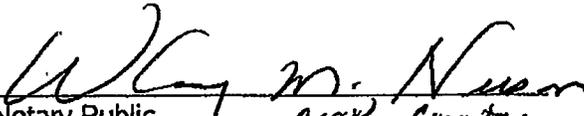


Michael Powers
First Industrial Investments, Inc.

STATE OF ILLINOIS)
 Cook : SS
COUNTY OF DuPAGE)

Personally came before me this 14 day of JANUARY, 2008⁹, the above-named Michael Powers to me known to be the person who executed the foregoing instrument and acknowledge same.





Notary Public, Cook County
My Commission Is/Expires: 07/10/10

B. By CITY on the 29th day of JANUARY, 2008.



Keith G. Bosman, Mayor



Michael Higgins, City Clerk-Treasurer

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

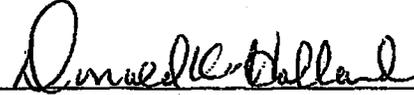
Personally came before me this 29th day of JANUARY, 2008, the above-named Keith G. Bosman and Michael Higgins, to me known to be the persons who executed the foregoing instrument and acknowledge same.



Notary Public, State of WISCONSIN
My Commission Is/Expires: 2/8/09

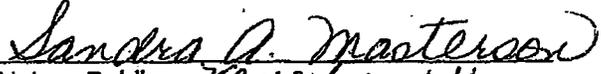
C. By UTILITY on the 28th day of May, 2008.


Edward St. Peter
General Manager


Donald Holland
Board of Water Commissioners Chairman

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this 28th day of May, 2008, the above-named Edward St. Peter and Donald Holland, to me known to be the persons who executed the foregoing instrument and acknowledge same.


Notary Public, Kenosha, WI
My Commission Is/Expires: February 5, 2012

The following exhibits to the developers agreement are on file in the office of the Department of City Development, City of Kenosha, located at 625 52nd Street, Room 308, Kenosha, WI 53140:

- Exhibit C: Street Layout Plan
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Water Main Plan
- Exhibit F: Storm Water Management and Storm Sewer Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Tree Planting Plan
- Exhibit I: Street Lighting Plan
- Exhibit J: Wisconsin Department of Transportation Letter dated 2008

DEVELOPER shall provide **CITY** said complete, full scale and hard copy final improvement plans for referenced exhibits prior to construction of the Certified Survey Map. All plans shall be in conformance with design standards in effect at the time of construction.

**PROPOSED BIKE PATH
AT AFFILIATED FOODS**

Revised By: Dan Whitefoot
Revise Date: 3/27/12

1900 Length	19000 Area of asphalt (SF)	20900 Area of aggr. (SF)	20900 Area of excav. (SF)
10 Width	4750 Volume of asphalt (CF)	10450 Volume of aggr. (CF)	15675 Volume of excav. (CF)
0.25 Depth Asphalt	356.25 Tons of asphalt	783.75 Tons of aggr.	580.5556 Volume of excav. (CY)
0.5 Depth Aggregate			

~~105.55556 Tons Tack-coat (if 2 layers of tack applied)~~

422.22222 SY Restoration (1' on each side of path)

Item #	Item Description	QTY	Unit	Unit Price	Total
305.0125	Base Aggregate Dense 1-1/4 Inch (6-Inch Thick)	784	TONS	\$13.00	\$10,192.00
205.0100	Common Excavation	581	CY	\$12.00	\$6,972.00
460.1101	HMA Pavement, Surface (3-Inch Thick)	356	TONS	\$85.00	\$30,260.00
455.0605	Tack Coat (Not needed for single lift)	0	GAL	\$2.00	\$0.00
619.1000	Mobilization	1	LS	\$5,000.00	\$5,000.00
SPV.0180	Site Restoration (4" Topsoil & Seeding)	422	SY	\$10.00	\$4,220.00

Total \$56,644.00

ESTIMATED TOTAL FOR PROJECT \$60,000

B-2

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 8, 2012	Item #7
Bicycle and Pedestrian Easement Agreement by and between Affiliated Foods Midwest Cooperative, Inc., and City of Kenosha for property at 8100 60th Street. (Affiliated Foods) (District #16 - formerly District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 8100 60th Street
Zoned: M-2 Heavy Manufacturing/Air-3 and Air-4 Airport Overlay

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

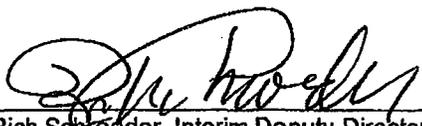
- In 2008, Affiliated Foods received a Conditional Use Permit approval for a new distribution center. As part of the approval of this project, a Certified Survey Map was reviewed and approved. With approval of the Certified Survey Map, a twenty (20') foot wide Easement was recorded for a bicycle and pedestrian path on Affiliated Food's property, along the entire length of the 60th Street frontage. This off-street path was recommended in the City's adopted *Bicycle and Pedestrian Facilities Plan*.
- Affiliated Foods desires to clarify who will finance, construct, maintain and repair the bicycle/pedestrian path, which would be a ten (10') foot wide paved path within the Easement.
- The attached Easement would require that:
 - The original developer, First Industrial, would deposit a \$60,000 escrow with the City for the future construction of the path.
 - The City would construct the path with the \$60,000.
 - Affiliated Foods would maintain the path on a day to day basis, including snow plowing and debris removal.
 - The City would repair/replace the path in future years at the City's expense.

RECOMMENDATION:

A recommendation is made to approve the proposed Bicycle and Pedestrian Easement.



Brian R. Wilke, Development Coordinator



Rich Schroeder, Interim Deputy Director

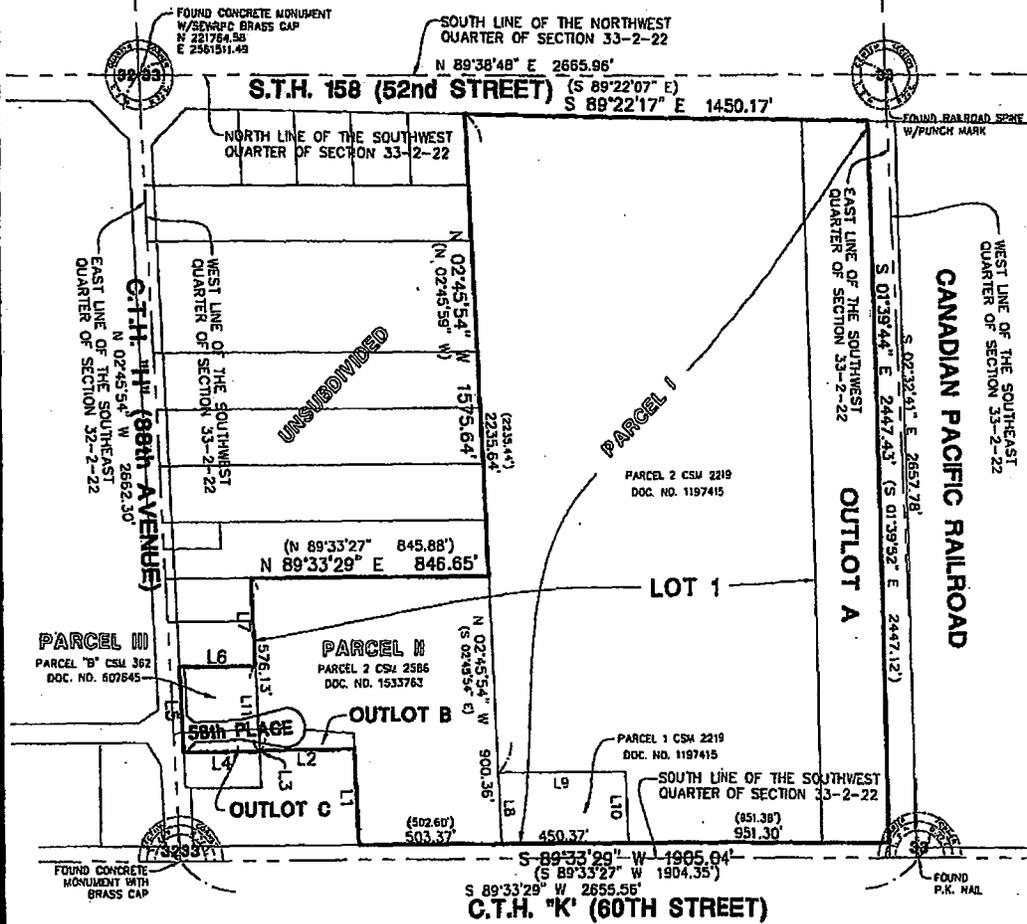
CERTIFIED SURVEY MAP NO. 2633

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN KENOSHA COUNTY, WISCONSIN.

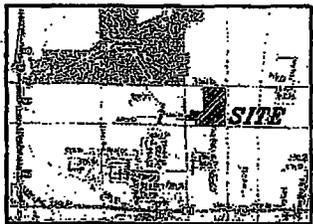


BASIS OF BEARINGS: GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE

OWNER: PARCELS I, II & III
 AFFILIATED FOODS MIDWEST COOPERATIVE, INC.
 1301 OMAHA AVENUE
 P.O. BOX 1067
 NORFOLK, NEBRASKA 68701-1067

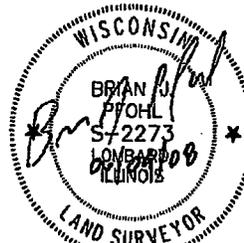


LOCATION MAP
(NOT TO SCALE)



LINE	BEARING	LENGTH
L1	N 02°45'54" W	324.23'
L2	S 89°33'29" W	343.28'
L3	S 02°45'54" E	4.67'
L4	S 89°33'29" W	266.97'
L5	N 02°45'54" W	285.60'
L6	N 89°33'29" E	266.97'
L7	N 02°45'54" W	295.20'
L8	N 02°45'54" W	240.38'
L9	N 89°33'29" E	450.37'
L10	S 02°45'54" E	240.38'
L11	N 02°45'54" W	285.60'

TAX KEY 08-222-33-301-022
 08-222-33-301-026
 08-222-33-301-301
 08-222-33-301-302



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 Construction Managers - Environmental Scientists - Landscape Architects - Planners

CSM
 CITY OF KENOSHA, WISCONSIN
 FIRST PARK KENOSHA SOUTH

PROJ. NO.: RP
 DRAWN BY: DMW
 DATE: 08/04/08
 SCALE: 1" = 500'

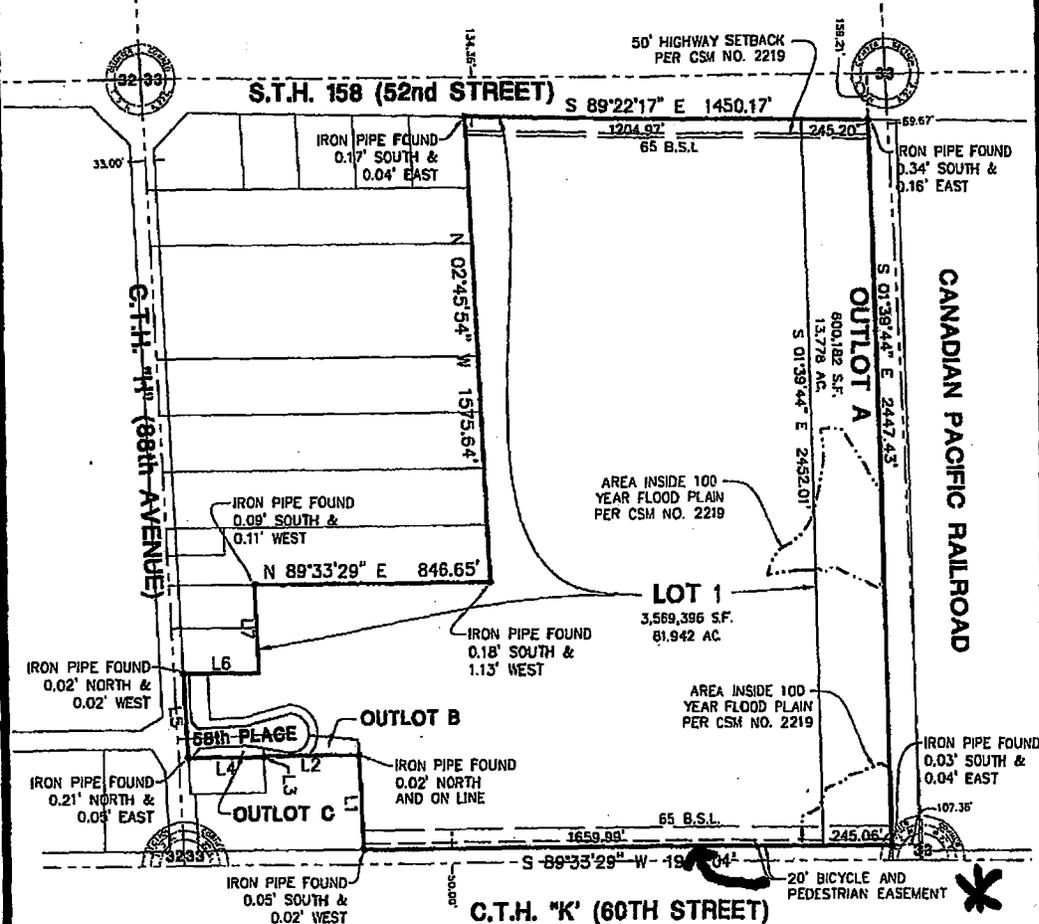
SHEET
 1 OF 5
 FIDKEW2 060985

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 22 EAST
OF THE FOURTH PRINCIPAL MERIDIAN IN KENOSHA COUNTY, WISCONSIN.

BICYCLE AND PEDESTRIAN EASEMENT PROVISIONS

A PERMANENT EASEMENT IS HEREBY GRANTED TO THE CITY OF KENOSHA, FOR PUBLIC INGRESS AND EGRESS, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN AREAS IDENTIFIED ON THE PLAT AS THE BICYCLE AND PEDESTRIAN EASEMENT. SAID EASEMENT IS TO BE FOR THE INSTALLATION, MAINTENANCE, AND REMOVAL OF SIDEWALKS, PATHWAYS, AND OTHER FEATURES IN ACCORDANCE WITH THE CITY OF KENOSHA ZONING ORDINANCES AS AMENDED.



- NOTE:**
- 5/8" x 18" LONG IRON ROD (WEIGHING NOT LESS THAN 1.13 LBS/FT) SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.
 - NO DEVELOPMENT OR SITE WORK SHALL OCCUR ON LOT 1 UNTIL A DETAILED DRAINAGE PLAN FOR THE ENTIRE SITE IS APPROVED BY THE CITY ENGINEER.
 - LOT 1 SUBJECT TO RESTRICTIONS SHOWN ON CSM NO. 2218.
 - CROSS ACCESS SHALL BE ALLOWED ACROSS OUTLOT C FOR THE PURPOSE OF A VEHICULAR CONNECTION TO 58TH PLACE FOR THE PARCELS TO THE SOUTH.
 - THE OWNER OR OWNERS OF LOT 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER POND AND PAYMENT OF THE TAXES ON OUTLOT A.

LINE	BEARING	LENGTH
L1	N 02°45'54" W	324.23'
L2	S 89°33'29" W	343.28'
L3	S 02°45'54" E	4.67'
L4	S 89°33'29" W	266.97'
L5	N 02°45'54" W	285.60'
L6	N 89°33'29" E	266.97'
L7	N 02°45'54" W	295.20'

ABBREVIATIONS:

B.S.L. - BUILDING SETBACK LINE

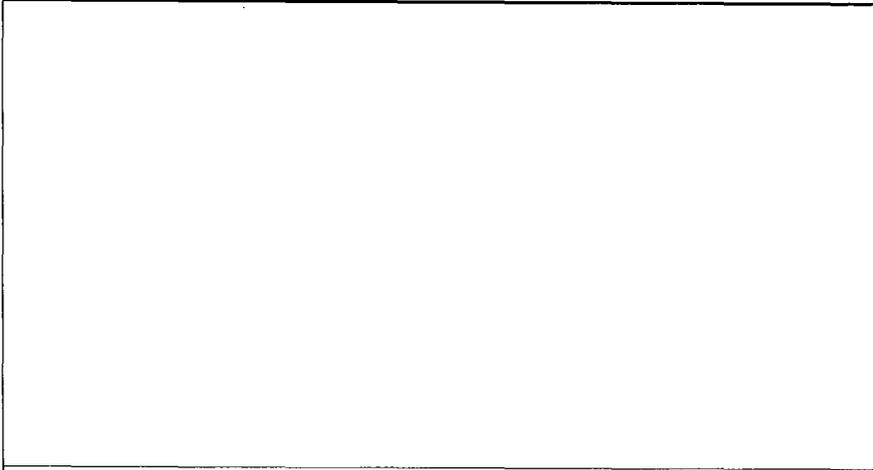


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Construction Managers • Environmental Scientists • Landscape Architects • Planners

CSM
CITY OF KENOSHA, WISCONSIN
FIRST PARK KENOSHA SOUTH

PROJ. NO.:	BP	SHEET	
DRAWN BY:	DNW	2	OF 5
DATE:	06/04/08		
SCALE:	1" = 500'	FIDKEW2	060985

Drawn by: Pfohl, Bryan; Title: Drainage; CSM# 2273-08; Updated by: Bryan



THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

08-222-33-301-201 / 08-222-33-301-202

PARCEL IDENTIFICATION NUMBER (PIN)

THIS BICYCLE AND PEDESTRIAN EASEMENT AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2012 by and between **AFFILIATED FOODS MIDWEST COOPERATIVE, INC.**, a Nebraska corporation, whose address is 1301 Omaha Avenue, Norfolk, Nebraska 68702-1067 (the “Grantor”) and the **CITY OF KENOSHA**, whose address is 625 – 52nd Street, Kenosha, Wisconsin 53140 (the “Grantee”).

RECITALS

A. Grantor owns that certain real property located in Kenosha, Wisconsin which is more particularly described in the attached Exhibit A (the “Property”).

B. Pursuant to the provisions of Certified Survey Map No. 2633 recorded as Document #1561649 (the “CSM”), First Industrial Investment, Inc., as successor-in-interest to Grantor, provided to Grantee a permanent easement across a portion of the Property for the purpose of constructing and maintaining a bicycle and pedestrian sidewalk/pathway (the “Pathway”).

C. Grantor and Grantee desire to reaffirm and clarify the terms of the easement for the Pathway, all on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

GRANT OF PERMANENT EASEMENT: Grantor hereby grants and conveys to Grantee a permanent non-exclusive easement across and through the portion of the land located on the Property as more fully described in the attached Exhibit B (the “Easement”) for the purpose of installing, constructing, operating, repairing and replacing the intended Pathway. Additionally, the Grantor hereby grants and conveys to Grantee the right to enter upon the Property for the purpose of access to the Easement, provided, however, Grantee shall provide at least ten (10) days prior notice to Grantor before accessing the Property, except in the event of an emergency, which notice will specify the work to be performed and a date when the work will be completed.

RESPONSIBILITIES OF GRANTOR AND GRANTEE WITH RESPECT TO PATHWAY: Grantee shall install and construct the Pathway within the Easement, and after completion of the Pathway, shall be responsible for any future operation, repair or replacement of the Pathway. For purposes of clarification, Grantee shall be responsible for future repair or replacement of the Pathway for any damage deemed to be normal wear and tear. Grantor shall be responsible for future repair or replacement of the Pathway for damage deemed in excess of normal wear and tear. Grantee shall construct the Pathway at such future date as Grantee shall elect, in its sole discretion, upon not less than thirty (30) days prior written notice to Grantor. After completion of the Pathway, Grantor shall thereafter clear and maintain the Pathway free from obstructions and

debris, at Grantor's sole cost and expense; provided, if Grantor shall fail to maintain the Pathway free from obstructions and debris, Grantee may, at its sole option, also access the Pathway to clear any obstructions and debris. Grantee shall charge, assess or otherwise levy any fees, fines or penalties to Grantor for removal of any obstructions and debris in conformance with Section 5.11 of the City of Kenosha General Code of Ordinances. Grantee shall not interfere with Grantor's operations or with Grantor or its invitees' access to the Property in connection with its installation, construction, operation, repair and replacement work. Grantee will not block, or allow the blockage of in any manner, more than half of any access drive at any time, allowing at least one lane open at all times in each access drive for vehicular traffic. Grantee shall separate by cones or other appropriate construction safety barriers the Easement while Grantee performs any work in the Easement. In no event shall the Easement be utilized for motorized vehicles of any kind.

CONSIDERATION: Grantor hereby acknowledges receipt of the sum of One Dollar (\$1.00) for this grant and conveyance of this easement.

RESTORATION OF PROPERTY: Any portion of the Property which is damaged by the Grantee's exercise of the Easement granted shall be repaired by Grantee to the condition that existed prior to the commencement of Grantee's work.

INDEMNITY. Grantee agrees to indemnify, defend, and hold Grantor, its successors, assigns, officers, directors, agents, lessees, licensees and employees harmless from and against any and all claims, losses, liens, liabilities, penalties, suits, actions, proceedings, judgments, demands, damages (including any consequential damages, whether foreseen or unforeseen), costs, and expenses (including reasonable attorneys' fees and court costs) made, incurred or asserted as a result of Grantee's, its agents, contractor's construction of the pathway. Indemnification is limited to the original construction of the Pathway.

NOTICE. All notices should be sent to the addresses noted above. Any party may lodge written notice of a change of address. All notices shall be in writing, and sent by nationally recognized overnight carrier or sent by certified mail, return receipt requested, and postage or other charges prepaid, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail or as of the time it is deposited with the overnight carrier.

CONFLICT – CONTROLLING TERMS: If the terms of this Agreement shall in any way conflict with the terms with respect to the granting of the Easement as set forth in the CSM, the terms of this Agreement shall control.

DATE OF GRANT AND CONVEYANCE: ____ day of _____, 2012. This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

[SIGNATURE PAGE FOR GRANTOR]

**AFFILIATED FOODS MIDWEST COOPERATIVE,
INC.**, a Nebraska corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, the _____ of Affiliated Foods Cooperative Midwest, Inc., a Nebraska corporation, on behalf of said limited liability company,

Notary Public, _____ County, _____
(acting in _____ County)
My commission expires: _____

[Signature Page for City of Kenosha]

CITY OF KENOSHA

Mayor Keith Bosman

Debra Salas, City Clerk

STATE OF WISCONSIN
COUNTY OF KENOSHA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Keith G. Bosman, Mayor and Debra Salas, City Clerk, on behalf of said city.

Notary Public, _____ County, Wisconsin
(acting in _____ County)
My commission expires: _____

Drafted by, and after recording return to:
Brian Wilke, Development Coordinator
City of Kenosha
Department of Community Development & Inspections - Room 308
625 52nd Street
Kenosha, WI 53140

EXHIBIT A

Legal Description of Property

Part of the Southwest Quarter of Section 33, Township 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin.

All of Lot 1, Outlot A, Outlot B and Outlot C of Certified Survey Map 2633, in the Kenosha County Register of Deeds Office recorded July 2, 2008 as Document 1561649. Also including a parcel described as follows: Part of the Southwest Quarter of Section 33, Township 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows: Commencing at the southwest corner of said Quarter Section; thence North 2°45'54" West along the west line of said Quarter Section, 1,330.60 feet to the westerly extension of the south line of the parcel of land described in Document 1555797 being a Personal Representative's Deed recorded on May 5, 2008 with the Kenosha County Register of Deeds Office; thence North 89°33'29" East parallel to the south line of said Quarter Section, 33.03 feet to the present east line of 88th Avenue and the point of beginning; thence North 2°45'54" West along said east line, 190.10 feet to the north line of the parcel of land described in said Document; thence North 89°33'29" East along said north line, 1,113.62 feet to the west line of Certified Survey Map 2633; thence South 2°45'54" East along said west line, 190.10 feet to the south line of the parcel of land described in said Document; thence South 89°33'29" West along said south line, 1,113.62 feet to the east line of 88th Avenue and the point of beginning, said lands containing 101.0 Acres more or less.

EXHIBIT B

Legal Description of Easement

Part of the Southwest Quarter of Section 33, Township 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin.

Being the southerly 20 feet of Lot 1, Certified Survey Map 2633, in the Kenosha County Register of Deeds Office recorded July 2, 2008 as Document 1561649.

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 **16th day of April, 2012**, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

60th Street Resurfacing (60th Street - 22nd Avenue to 8th Avenue)

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

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

the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st 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 16th day of April, 2012.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, CITY CLERK/TREASURER

ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-103-001-0	LOT 150,000 \$125.00
PROPERTY ADDRESS DONALD R SCHWAB 817 060 ST	4" CONC R-R 25,000SF @ \$5.00 = \$125.00 ADDITIONAL 125,000 @ \$0.00 = \$0.00 NUMBER OF SQUARES 1 5 OF 6 SQ DUE TO PWT
MAIL TO ADDRESS DONALD R SCHWAB 411 N BERWICK BLVD WAUKEGAN, IL 60085	LEGAL DESCRIPTION PT OF NE 1/4 SEC 6 T 1 R 23 COM ON S LINE OF 60TH ST 150 FT W OF 8TH AVE TH W 49.7 FT S 112.37 FT E 49.7 FT N TO BEG DOC #1092172

PARCEL NUMBER 05-123-06-103-002-0	LOT 260,000 \$1,326.00
PROPERTY ADDRESS LEEN PROPERTY LLC 6007 SHE RD	6" CONC R-R 125,000SF @ \$5.10 = \$637.50 6" DRV APP 135,000SF @ \$5.10 = \$688.50 NUMBER OF SQUARES 5
MAIL TO ADDRESS LEEN PROPERTY LLC 601 60TH ST KENOSHA, WI 53140	LEGAL DESCRIPTION PT NE 1/4 SEC 6 T 1 R 23 BLK 1 NICHOLS & HOLMES ADD COM NW COR BLK TH S 131 FT E 45 FT N 8 FT E 52.35 FT N TO S LN 60TH ST W TO POB EXC PT FOR SHERIDAN RD ROW DOC#1232906 (2002 LOT LINE ADJUSTMENT) V 1389 P 35 DOC#1040734 DOC#1046624 DOC#1366557 SEE NOTE DOC#1414481 DOC#1419924 DOC#1650473 DOC#1650921 DEED IN ERROR DOC#1651644 CORRECTION

1

PARCEL NUMBER 05-123-06-127-008-0	LOT 694,000 \$3,539.40
PROPERTY ADDRESS E ENTERPRISES LLC 1021 060 ST	6" CONC R-R 75,000SF @ \$5.10 = \$382.50 6" DRV APP 619,000SF @ \$5.10 = \$3156.90 NUMBER OF SQUARES 3
MAIL TO ADDRESS E ENTERPRISES LLC 6717 PERSHING BLVD KENOSHA, WI 53142	LEGAL DESCRIPTION PT NE 1/4 SEC 6 T 1 R 23 COM SW COR 60TH ST & 10TH AV TH W ALONG S LN 60TH ST 264 FT TH S ALONG W LN 11TH AV 303.6 FT TH E 132 FT N 141.1 FT TH E 132 FT TO W LN 10TH AV TH N 162.5 FT TO POB V 1320 P 161 COMBINATION 1989 1.41 AC DOC#1217199 DOC#1220538

PARCEL NUMBER 05-123-06-128-001-0	LOT 294,000 \$1,491.90
PROPERTY ADDRESS JAMES & LINDA CARPENTER 1101 060 ST	4" CONC R-R 75,000SF @ \$5.00 = \$375.00 6" CONC R-R 75,000SF @ \$5.10 = \$382.50 6" DRV APP 144,000SF @ \$5.10 = \$734.40 NUMBER OF SQUARES 6
MAIL TO ADDRESS JAMES & LINDA CARPENTER 1101 60TH ST KENOSHA, WI 53140-4044	LEGAL DESCRIPTION 03528 03541 LOTS 1 2 & 15 GRANT COURT SUB PT OF THE NE 1/4 SEC 6 T 1 R 23 V 1397 P 505 V 1404 P 405

PARCEL NUMBER 05-123-06-128-002-0	LOT 258,000 \$1,308.30
PROPERTY ADDRESS P & L ENTERPRISES LLC 1119 060 ST	4" CONC R-R 75,000SF @ \$5.00 = \$375.00 6" CONC R-R 75,000SF @ \$5.10 = \$382.50 6" DRV APP 108,000SF @ \$5.10 = \$550.80 NUMBER OF SQUARES 6
MAIL TO ADDRESS P & L ENTERPRISES LLC 1119 60TH ST KENOSHA, WI 53140	LEGAL DESCRIPTION LOTS 3 & 4 GRANT COURT SUB PT OF NE 1/4 SEC 6 T 1 R 23 3530 DOC#1005426 DOC#1160159 DOC#1548133

3

PARCEL NUMBER 05-123-06-103-026-0	LOT 50,000	ADDITIONAL 50,000SF @ \$0.00 = \$0.00 NUMBER OF SQUARES 2 SQ DUE TO PWT
PROPERTY ADDRESS RANGER PROPERTIES LLC 811 060 ST	MAIL TO ADDRESS RANGER PROPERTIES LLC C/O MICHAEL SPALLATO KENOSHA, WI 53144	LEGAL DESCRIPTION PT OF NE 1/4 SEC 6 T 1 R 23 COM AT SW COR OF 60TH ST & 8TH AVE TH S 46 FT WLY 157.725 FT N 53.75 FT TO 60TH ST E 150 FT TO BEG DOC#1004462 DOC#1039109 DOC#1352845 DOC#1353401 DOC#1353402

PARCEL NUMBER 05-123-06-126-001-0	LOT 350,000 \$1,375.00	4" CONC R-R 275,000SF @ \$5.00 = \$1375.00 ADDITIONAL 75,000AR @ \$0.00 = \$0.00 NUMBER OF SQUARES 11 3 OF 11 SQ CITY COST - 1 DUE TO ADA RAMP
PROPERTY ADDRESS TRUSTEE FIRST METHODIST CHURCH 919 060 ST	MAIL TO ADDRESS FIRST METHODIST CHURCH 919 60TH ST KENOSHA, WI 53140-4040	LEGAL DESCRIPTION 03571 03572-1 NE 1/4 SEC 6 T 1 R 23 COM 33 FT S OF N 1/4 LINE & E LINE OF 10TH AVE TH S 262.5 FT E 151.14 FT S 13 FT E 99 FT N 275 FT W 250.14 FT TO BEG EXC FOR SHERIDAN ROAD ROW ON DOC#1216693 (2002 LOT LINE ADJUSTMENT)

2

PARCEL NUMBER 05-123-06-129-001-0	LOT 299,000 \$1,512.40	4" CONC R-R 125,000SF @ \$5.00 = \$625.00 6" DRV APP 174,000SF @ \$5.10 = \$887.40 NUMBER OF SQUARES 5
PROPERTY ADDRESS P & L ENTERPRISES LLC 1207 060 ST	MAIL TO ADDRESS P & L ENTERPRISES LLC 1119 60TH ST KENOSHA, WI 53140	LEGAL DESCRIPTION 03534 INCL LOTS 5 6 7 & 8 GRANT COURT SUB PT OF NE 1/4 SEC 6 T 1 R 23 DOC#1005426 DOC#1160159 DOC#1548134

PARCEL NUMBER 05-123-06-129-002-0	LOT 205,000 \$1,043.00	4" CONC R-R 25,000SF @ \$5.00 = \$125.00 6" DRV APP 180,000SF @ \$5.10 = \$918.00 NUMBER OF SQUARES 1
PROPERTY ADDRESS FRANK ESPOSITO 1225 060 ST	MAIL TO ADDRESS FRANK ESPOSITO 6717 PERSHING BLVD KENOSHA, WI 53142	LEGAL DESCRIPTION PT OF NE 1/4 SEC 6 T 1 R 23 COM 2 R DS E & 2 RDS S OF NW COR OF 1/4 SEC TH E 6 RDS S 117 FT W 6 RDS N 117 FT TO BEG

PARCEL NUMBER 05-123-06-201-001-0	LOT	NUMBER OF SQUARES NO ASSESSMENT
PROPERTY ADDRESS KENNETH P JONES 1315 060 ST	MAIL TO ADDRESS KENNETH P JONES 1465 N LEAVITT CHICAGO, IL 60622	LEGAL DESCRIPTION E 40 FT OF LOT 1 & ALL OF LOT 4 J MOONEY'S SUB BEING PT NW 1/4 SEC 6 T 1 R 23 DOC#1048606 DOC#1258114 DOC#1274907 DOC#1287623 DOC#1432718 DOC#1432720

4

PARCEL NUMBER LOT 25.000 \$125.00
 05-123-06-201-002-0
 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
 NUMBER OF SQUARES 1
 PROPERTY ADDRESS
 WILLIAM J JONES
 1319 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 WILLIAM J JONES THE E 45 FT OF W 140 FT OF
 1319 60TH ST LOT 2 MOONEY'S SUB PT NW
 KENOSHA, WI 53140-3917 1/4 SEC 6 T 1 R 23
 V 583 P 253
 DOC#1523739

PARCEL NUMBER LOT 125.000 \$625.00
 05-123-06-201-003-0
 4" CONC R-R 125.00SF @ \$5.00 = \$625.00
 NUMBER OF SQUARES 5
 PROPERTY ADDRESS
 GARY RHEY
 1323 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 GARY RHEY E 45 FT OF W 95 FT OF LOT 1
 1323 60TH ST MOONEY'S SUB PT OF NW 1/4 SEC 6
 KENOSHA, WI 53140-3917 T 1 R 23

PARCEL NUMBER LOT 75.000 \$250.00
 05-123-06-201-004-0
 4" CONC R-R 50.00SF @ \$5.00 = \$250.00
 ADDITIONAL 25.00AR @ \$10.00 = \$250.00
 NUMBER OF SQUARES 2
 1 OF 3 SQ DUE TO ADA RAMP - CITY COST
 PROPERTY ADDRESS
 ROBERT S STRANG
 1329 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 ROBERT S STRANG W 50 FT OF LOT 1 MOONEY'S SUB
 1329 60TH ST BEING PT OF NW 1/4 SEC 6 T 1 R
 KENOSHA, WI 53140-3917 23

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PARCEL NUMBER LOT 290.000 \$1,474.00
 05-123-06-203-002-0
 4" CONC R-R 50.00SF @ \$5.00 = \$250.00
 6" CONC R-R 150.00SF @ \$5.10 = \$765.00
 6" DRV APP 90.00SF @ \$5.10 = \$459.00
 NUMBER OF SQUARES 8
 PROPERTY ADDRESS
 DHINDSA REAL ESTATE INVESTMENTS LL
 1405 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 DHINDSA REAL ESTATE INVESTMEN LOTS 2 & 3 & THE N 78 FT OF LOT
 1405 60TH ST 1 QUARLES' ADD PT NW 1/4 SEC 6
 KENOSHA, WI 53140-3955 T 1 R 23
 V1088 P486
 V1253 P895
 V1560 P247
 DOC#1025571
 DOC#1025572
 DOC#1025573
 DOC#1164583
 DOC#1165431
 DOC#1459695

PARCEL NUMBER LOT
 05-123-06-203-003-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 ROBERT VOIGHT ESTATE 1/2 RONALD A
 1505 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 ROBERT & RONALD VOIGHT ESTATES PT OF NW 1/4 SEC 6 T 1 R 23
 C/O DANIEL VOIGHT BLK 2 BOND'S SUB E 49 1/2 FT
 BRISTOL, WI 53104-9761 OF N 259 FT OF LOT 1 ALSO COM
 207 FT S OF S LINE OF 60TH ST
 & 49 1/2 FT W OF E LINE OF LOT
 1 W 61 1/2 FT S 52 FT E 61 1/2
 FT N 52 FT TO BEG
 DOC#1651538

6

PARCEL NUMBER LOT 25.000 \$127.50
 05-123-06-203-004-0
 6" CONC R-R 25.00SF @ \$5.10 = \$127.50
 NUMBER OF SQUARES 1
 PROPERTY ADDRESS
 REAL PROPERTY HEALTH
 1509 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 REAL PROPERTY HEALTH W 45 FT OF E 94 1/2 FT OF N
 1519 60TH ST 207 FT OF LOT 1 B 2 BOND'S SUB
 KENOSHA, WI 53140-3954 BEING PT OF NW 1/4 SEC 6 T 1 R
 23

PARCEL NUMBER LOT
 05-123-06-203-015-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 RPH ACQUISITIONS LLC
 1519 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 RPH ACQUISITIONS LLC PT NW 1/4 SEC 6 T 1 R 23 BLK 2
 C/O CLAIRDIIE HOUSE BOND'S SUB & PT OF LOT 1
 KENOSHA, WI 53143 QUARLES ADD BEG 655.5 FT W &
 33 FT S OF NW COR SD 1/4 SEC
 TH S 207 FT W 16.5 FT S 208 FT
 W 44 FT N 156 FT W 43 FT N 259
 FT E 103.5 FT TO POB
 COMBINATION 1985
 DOC#1107080

PARCEL NUMBER LOT
 05-123-06-204-001-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 PABLO SOTO
 1603 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 PABLO SOTO LOT 1 PARADISE CT PT OF
 1603 60TH ST NW 1/4 SEC 6 T 1 R 23
 KENOSHA, WI 53140 V 1579 P 759
 DOC#1214272
 DOC#1244010
 DOC#1244011

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PARCEL NUMBER LOT 150.000 \$752.50
 05-123-06-204-002-0
 4" CONC R-R 125.00SF @ \$5.00 = \$625.00
 6" CONC R-R 25.00SF @ \$5.10 = \$127.50
 NUMBER OF SQUARES 6
 PROPERTY ADDRESS
 ROBERT L DOHNAL
 1615 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 ROBERT L DOHNAL 5735 LOT 3 BLK 2 & THE E
 11324 W POTTER RD 5 FT OF LOT 1 BLK 3 BOND'S
 WAUWATOSA, WI 53226-3407 SUB NW 1/4 SEC 6 T 1 R 23
 V 1187 P 542
 DOC#1206910
 DOC#1491942

PARCEL NUMBER LOT 75.000 \$375.00
 05-123-06-204-003-0
 4" CONC R-R 75.00SF @ \$5.00 = \$375.00
 NUMBER OF SQUARES 3
 PROPERTY ADDRESS
 PH KENOSHA REALTY LLC
 1703 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 PH KENOSHA REALTY LLC NW 1/4 SEC 6 T 1 R 23 COM AT A
 PARESH VIPANI PLATINUM HEALT PT 57 RODS & 16.22 FT W OF E
 SKOKIE, IL 60077 1/4 LINE & 33 FT S OF N 1/4
 LINE TH S 297 FT W 193 FT N
 297 FT E ON S LINE OF 60TH ST
 193 FT TO BEG PART OF LOT 1
 BLK 3 BOND'S SUB
 DOC#1134231
 DOC#1134232
 DOC#1498632
 DOC#1545427
 DOC#1641641

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PARCEL NUMBER LOT 25.000 \$125.00
 05-123-06-204-004-0
 PROPERTY ADDRESS NUMBER OF SQUARES 1
 BART L MENGIO
 1715 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 BART L MENGIO COM AT NE COR OF LOT 2 BLK 3
 1715 60TH ST BOND'S SUB TH S 297 FT W 50 FT
 KENOSHA, WI 53140 N 95 FT W 10 FT N 37 FT W 4 FT
 N 165 FT E TO BEG BEING PT OF
 NW 1/4 SEC 6 T1 R23
 V 1602 P 192
 DOC#1104799
 DOC#1116114
 DOC#1166116

PARCEL NUMBER LOT 50.000 \$255.00
 05-123-06-204-006-0
 PROPERTY ADDRESS NUMBER OF SQUARES 2
 JOSEPHINE CAPELLI TRUST
 1725 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JOSEPHINE CAPELLI PT OF B 3 BOND'S SUB OF PT OF
 2523 LINCOLN RD NW 1/4 SEC 6 T 1 R 23 COM AT
 KENOSHA, WI 53143-1430 NW COR OF B TH S 110 FT E 60
 FT N 110 FT W 60 FT TO BEG
 V 528 P 162
 DOC#1422230
 DOC#1422233

PARCEL NUMBER LOT 125.000 \$625.00
 05-123-06-204-005-0
 PROPERTY ADDRESS NUMBER OF SQUARES 5
 PATRICIA A CORRIGAN
 1721 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 PATRICIA A CORRIGAN PT OF LOT 2 BLK 3 BOND'S SUB
 2722 25TH AVE NW 1/4 SEC 6 T1 R23 COM 60 FT
 KENOSHA, WI 53140 E OF NW COR OF BLK 3 ON S LINE
 OF 60TH ST TH E 68 FT S 165 FT
 W 68 FT N 165 FT TO BEG
 DOC#1045779
 DOC#1045780
 DOC#1068725
 DOC#1197830
 DOC#1201789
 DOC#1212784
 DOC#1230573
 DOC#1338308
 DOC#1338310
 DOC#1438494

PARCEL NUMBER LOT
 05-123-06-226-001-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 JOHN POTTTHAST NO ASSESSMENT
 1805 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JOHN POTTTHAST PT OF PRAIRIE SUB OF LOT 1 B 4
 1504 41ST AVE OF B OND S SUB COM AT S LINE
 KENOSHA, WI 53140 OF 60TH ST & W LINE OF 18TH
 AVE TH W 78 FT S 132 FT E 78
 FT N 132 FT TO BEG BEING PT OF
 NW 1/4 SEC 6 T1 R23
 V 1372 P 796

PARCEL NUMBER LOT
 05-123-06-226-002-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 JOHN SAVAGLIO NO ASSESSMENT
 1809 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JOHN SAVAGLIO PT OF LOTS 1 & 2 PRAIRIE SUB
 8986 33RD AVE OF LOT 1 BLK 4 BOND'S SUB COM
 KENOSHA, WI 53142 ON S LINE OF 60TH ST 78 FT W
 OF 18TH AVE TH W 50 FT S 132
 FT E 50 FT N TO POB PT OF NW
 1/4 SEC 6 T 1 R 23
 DOC#1453079
 DOC#1454705
 DOC#1567433

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PARCEL NUMBER LOT
 05-123-06-226-013-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 NLB HOLDINGS LLC NO ASSESSMENT
 1819 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 NLB HOLDINGS LLC LOT 4 & W 30 FT LOT 3 PRAIRIE SUB
 PO BOX 34 PT NW 1/4 SEC 6 T1 R23 1980 ALSO
 FRANKSVILLE, WI 53126 PT N 1/2 VAC ALLEY RES #100-08
 DOC#1565371 (2009 LOT LINE ADJUSTM
 V 1038 P 93
 V 1384 P 879 DOC #995894
 DOC#1052145 DOC#1087764
 DOC#1410603 DOC#1413696
 DOC#1436739 DOC#1446617
 DOC#1454443 DOC#1462923
 DOC#1501575 DOC#1501576
 DOC#1545731 DOC#1570204
 DOC#1632922 DOC#1632923

PARCEL NUMBER LOT 150.000 \$375.00
 05-123-06-227-001-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 MATHEW VINSON 4" CONC R-R 75.00SF @ \$5.00 = \$375.00
 1903 060 ST ADDITIONAL 75.00AR @ \$0.00 = \$0.00
 NUMBER OF SQUARES 3
 3 OF 6 SQ DUE TO ADA RAMP - CITY COST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 MATHEW VINSON LOT 5 PRAIRIE SUB OF LOT 1 BLK 4
 1903 60TH ST BOND'S SUB PT NW 1/4 SEC 6 T1 R23
 KENOSHA, WI 53140 V 1390 V 74
 DOC#1375420
 DOC#1575436

PARCEL NUMBER LOT
 05-123-06-227-002-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 JAVIER & LUZ ELENA PONCE NO ASSESSMENT
 1907 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JAVIER & LUZ ELENA PONCE LOT 6 PRAIRIE SUB OF LOT 1 B 4
 1907 60TH ST BOND'S SUB BEING PT OF NW 1/4
 KENOSHA, WI 53140 SEC 6 T1 R23
 V 1515 P 410
 V 1666 P 490
 DOC#1044903

PARCEL NUMBER LOT
 05-123-06-226-014-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 JOHN SAVAGLIO NO ASSESSMENT
 1815 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JOHN SAVAGLIO W 25 FT OF LOT 2 & E 20 FT LOT
 8986 33RD AVE 3 PRAIRIE SUB PT NW 1/4 SEC 6
 KENOSHA, WI 53142 T 1 R 23 1980 V 1038 P 93
 ALSO PT N 1/2 VAC ALLEY RES #
 100-08 DOC#1565371
 (2009 LOT LINE ADJUSTMENT)
 DOC#1453077
 DOC#1454703
 DOC#1567433

PARCEL NUMBER LOT 25.000 \$125.00
 05-123-06-227-003-0
 PROPERTY ADDRESS NUMBER OF SQUARES 1
 KATHY KRUSE & JERI KRUSE
 1913 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 KATHY KRUSE & JERI KRUSE LOT 7 PRAIRIE SUB OF LOT 1 B 4
 1913 60TH ST BOND'S SUB BEING PT OF NW 1/4
 KENOSHA, WI 53140-3840 SEC 6 T 1 R 23

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PARCEL NUMBER LOT
 05-123-06-227-004-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 JAMES R VAN LONE REVOCABLE TRUST D
 1917 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JAMES R VAN LONE LOT 3 MEERS SUB OF PT OF BLK 4 &
 1917 60TH ST 5 OF BOND'S SUB BEING PT OF NW
 KENOSHA, WI 53140-3840 1/4 SEC 6 T 1 R 23
 DOC#1397988
 DOC#1438415
 DOC#1442470

PARCEL NUMBER LOT
 05-123-06-227-005-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 LE ROY & IDA ANDERSEN
 1921 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 LE ROY & IDA ANDERSEN LOT 2 MEERS SUB OF PT OF B 4 &
 1921 60TH ST 5 OF BOND'S SUB BEING PT OF NW
 KENOSHA, WI 53140-3840 1/4 SEC 6 T 1 R 23
 V 1443 P 519

PARCEL NUMBER LOT 100.000 \$500.00
 05-123-06-227-006-0
 NUMBER OF SQUARES
 4* CONC R-R 100.00SF @ \$5.00 = \$500.00
 NO ASSESSMENT
 PROPERTY ADDRESS
 BELONGIA-HERVAT PROPERTIES LLC
 1927 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 BELONGIA-HERVAT PROPERTIES LLC LOT 1 MEERS SUB OF PT OF BLK 4
 6113 14TH AVE & 5 BOND'S SUB BEING PT OF NW
 KENOSHA, WI 53143 1/4 SEC 6 T 1 R 23
 DOC#1019923
 DOC#1253732
 DOC#1395927
 DOC#1405315
 DOC#1516906
 DOC#1604018

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PARCEL NUMBER LOT
 05-123-06-228-001-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 CRISTIANO FAMILY TRUST DTD 12/30/9
 2001 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 CRISTIANO FAMILY TRUST LOT 1 & E 6 FT LOT 2 MOTH'S
 2407 63RD ST SUB OF LOT 1 BLK 6 BOND'S
 KENOSHA, WI 53143 SUB NW 1/4 SEC 6 T 1 R 23
 V 1418 P 786
 DOC#1182748

PARCEL NUMBER LOT
 05-123-06-228-002-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 CRISTIANO FAMILY TRUST DTD 12/30/9
 2007 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 CRISTIANO FAMILY TRUST W 44 FT OF LOT 2 MOTH'S SUB OF
 2407 63RD ST LOT 1 BLK 6 BOND'S SUB PT OF
 KENOSHA, WI 53143 NW 1/4 SEC 6 T 1 R 23
 V 1418 P 784
 DOC#1182748

PARCEL NUMBER LOT 50.000
 05-123-06-228-003-0
 ADDITIONAL \$0.00AR @ \$5.00 = \$500.00
 NUMBER OF SQUARES
 PROPERTY ADDRESS
 SYLVIA J KUROSKI & LARRY E NICHOLS 2 SQ DUE TO PWT
 2013 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 SYLVIA J KUROSKI LOT 3 MOTH'S SUB OF LOT 1 B 6
 2013 60TH ST BOND'S SUB BEING PT OF NW 1/4
 KENOSHA, WI 53140 SEC 6 T 1 R 23
 V 1632 P 11

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PARCEL NUMBER LOT
 05-123-06-228-004-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 MICHAEL L & GAYLA A BROTHEN
 2017 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 MICHAEL L & GAYLA A BROTHEN LOT 4 MOTH'S SUB OF LOT 1 B 6
 2017 60TH ST BOND'S SUB BEING PT OF NW 1/4
 KENOSHA, WI 53140-3842 SEC 6 T 1 R 23
 V 1357 P 584
 DOC#1507362

PARCEL NUMBER LOT
 05-123-06-228-005-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 RUSSELL NOWAK & PATRICK T KARZC
 2023 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 RUSSELL NOWAK N 164 FT OF LOT 2 BLK 6 BOND'S
 C/O R NOWAK & PATRICK KARZC SUB BEING PT OF NW 1/4 SEC 6 T 1
 PULAKSI, WI 54162 R 23 EXC S 34 FT FOR 60TH PLACE
 V 1383 P 985 1991
 DOC#1369989
 DOC#1599428
 DOC#1616262
 DOC#1616761

PARCEL NUMBER LOT 50.000 \$255.00
 05-123-06-228-033-0
 NUMBER OF SQUARES
 6* CONC R-R 50.00SF @ \$5.10 = \$255.00
 NO ASSESSMENT
 PROPERTY ADDRESS
 VENTURA REVOCABLE TRUST DTD 9/24/1
 2109 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 VENTURA REVOCABLE TRUST E 57 FT OF N 165 FT OF LOT 1
 2109 60TH ST BLK 7 BOND'S SUB PT OF NW 1/4
 KENOSHA, WI 53140-3844 SEC 6 T 1 R 23 EX N 17 FT FOR ST
 V 1046 P 590 1980
 V 1642 P 280
 DOC#1400635

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PARCEL NUMBER LOT
 05-123-06-228-034-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 COLE PLS PORTFOLIO LLC
 6001 022 AV
 MAIL TO ADDRESS LEGAL DESCRIPTION
 COLE PLS PORTFOLIO LLC PT LOT 1 BLK 7 BOND'S SUB PT
 CO PLS FINANCIAL SERVICES NW 1/4 SEC 6 T 1 R 23 BEG 54
 CHICAGO, IL 60607-1143 FT W OF NE COR LOT 1 TH S 165
 FT W 105.01 FT NWLY 165.1 FT
 E 111.94 FT TO BEG EX BEG 149
 FT E NE COR LOT 1 TH S 17 FT W
 16.22 FT N 17 FT E 16.94 FT TO
 BEG FOR STREET ALSO EX: E 3 FT
 V 1046 P 590 1980
 DOC#1209466
 DOC#1514979
 DOC#1651982

PARCEL NUMBER LOT
 05-123-06-228-037-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 WINTER SUN LLC
 2105 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 WINTER SUN LLC LOT 3 BLK 6 BOND'S SUB EXC COM
 2105 60TH ST E LN 22ND AVE AT PT 198.11 FT
 KENOSHA, WI 53140-3844 NLY OF N LN 61ST ST TH NLY
 49.03 FT E 158.88 FT TO P.O.B.
 TH CONT E 1.80 FT SLY 49 FT
 WLY 1.95 FT NLY TO P.O.B.
 BEING PT NW 1/4 SEC 6 T 1 R 23
 1982 VOL 1100 P 350
 DOC#1232591
 DOC#1374552
 DOC#1412800
 DOC#1434309
 DOC#1482050
 DOC#1646717

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PARCEL NUMBER LOT 175.000 \$875.00
 05-123-06-501-001-0
 4" CONC R-R 175.00SF @ \$5.00 = \$875.00
 NUMBER OF SQUARES 7
 PROPERTY ADDRESS
 C & NW TRANSPORTATION COMPANY
 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 C & NW TRANSPORTATION COMPANY BEING PT OF NW 1/4 SEC 6 T 1 R
 C/O UNION PACIFIC RR -TAX DE 23 COM ON S LINE OF 60TH ST
 OMAHA, NE 68179 180 FT E OF E LINE OF 14TH AVE
 TH E ABOUT 80 FT TO R R RT OF
 WAY S 124 FT W ABOUT 80 FT N
 124 FT TO BEG

PARCEL NUMBER LOT 200.000 \$625.00
 12-223-31-355-020-0
 4" CONC R-R 125.00SF @ \$5.00 = \$625.00
 ADDITIONAL 75.00AR @ \$5.00 = \$0.00
 NUMBER OF SQUARES 5
 3 OF 8 SQ DUE TO ADA RAMP - CITY COST
 PROPERTY ADDRESS
 THE WILLIAM WARREN & KATHRYN ELIZA
 2104 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 WILLIAM W & KATHRYN E DEBUS LOT 13 WESCOTT & ZEITLER'S SUB
 12501 W WINSLOW AVE PT OF SW 1/4 SEC 31 T 2 R 23
 AVONDALE, AZ 85323-3105 V 1432 P 19
 DOC#1263561

PARCEL NUMBER LOT 25.000 \$125.00
 12-223-31-355-017-0
 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
 NUMBER OF SQUARES 1
 PROPERTY ADDRESS
 ANTHONY J & KATIE A DEBARTOLO
 2114 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 ANTHONY J & KATIE A DEBARTOLO SW 1/4 SEC 31 T 2 R 23 COM N
 8488 E RIDGE DR LINE OF 60TH ST 86 FT E OF E
 PLEASANT PRAIRIE, WI 53158-2039 LINE OF 22ND AVE TH N 132.5 FT
 E 49.5 FT S 132.5 FT W 49.5 FT
 TO BEG
 DOC#1034801
 DOC#1081587
 DOC#1468146

PARCEL NUMBER LOT 25.000 \$125.00
 12-223-31-355-041-0
 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
 NUMBER OF SQUARES 1
 PROPERTY ADDRESS
 NEIGHBORHOOD HOUSING SERVICES
 2122 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 NEIGHBORHOOD HOUSING SERVICES PT SW 1/4 SEC 31 T 2 R 23 COM
 1700 MEAD ST SW COR OF SW 1/4 SD SEC N
 RACINE, WI 53403-2618 165.5 FT E 50 FT TO POB TH S 6
 DG 27' 54" E 133.21 FT TO A PT
 IN N LN 60TH ST TH E 71 FT N
 132.5 FT W 86 FT TO BEG 1986
 V 1638 P 546

PARCEL NUMBER LOT 75.000 \$382.50
 12-223-31-355-019-0
 6" CONC R-R 75.00SF @ \$5.10 = \$382.50
 NUMBER OF SQUARES 3
 PROPERTY ADDRESS
 KCP HOLDINGS LLC
 2106 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 KCP HOLDINGS LLC COM AT SE COR OF LOT 12 TH N
 PO BOX 162 120 FT W 40 FT S 120 FT E 40 FT
 FRANKSVILLE, WI 53126 TO BEG WESCOTT & ZEITLER'S SUB
 PT OF SW 1/4 SEC 31 T 2 R 23
 V 1369 P 565
 DOC#1026404
 DOC#1596466

PARCEL NUMBER LOT 59.000 \$300.90
 12-223-31-355-043-0
 6" CONC R-R 50.00SF @ \$5.10 = \$255.00
 6" DRV APP 9.00SF @ \$5.10 = \$45.90
 NUMBER OF SQUARES 2
 PROPERTY ADDRESS
 JOYCE ANN HUFFMAN
 2110 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JOYCE ANN HUFFMAN PT SW 1/4 SEC 31 T 2 R 23 COM
 2110 60TH ST 165.5 FT N OF SW COR SD 1/4
 KENOSHA, WI 53140-3844 SEC E 125.5 FT TO POB N 40 FT
 E 10 FT N 24 FT E 49.5 FT S
 195 FT TO N LN 60TH ST W 49.5
 FT N 132.5 FT W 10 FT TO BEG
 V 1202 P 474 1986
 V 1572 P 286
 DOC#1157126

PARCEL NUMBER LOT 125.000 \$250.00
 12-223-31-356-014-0
 4" CONC R-R 50.00SF @ \$5.00 = \$250.00
 ADDITIONAL 75.00SF @ \$5.00 = \$0.00
 NUMBER OF SQUARES 2
 3 OF 5 SQ DUE TO ADA RAMP - CITY COST
 PROPERTY ADDRESS
 ROBERT HACKER JR & SHELLEY HACKER
 2020 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 ROBERT JR & SHELLEY HACKER LOT 14 WESCOTT & ZEITLER'S SUB
 PO BOX 085192 BEING PT OF SW 1/4 SEC 31 T 2 R 23
 RACINE, WI 53408 DOC #990015
 DOC #990017
 DOC#1331375
 DOC#1504251
 DOC#1546938

PARCEL NUMBER LOT 12-223-31-357-027-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 KYLE MILAS & KATHLEEN E MILASS
 1916 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 KYLE MILAS PT OF LOTS 10 & 11 BLK 4 STRONG
 KATHLEEN E MILASS & THIELEN'S SUB OF PT FISK'S ADD
 KENOSHA, WI 53140 PT SW 1/4 SEC 31 T 2 R 23 COM ON
 N LN 60TH ST AT A POINT 12 FT W
 FROM SE COR LOT 11 & 88 FT E OF
 20TH AV TH N 108 FT TH S 54 DEG
 22' E 50.64 FT TH E 42.15 FT TO
 WLY LN 19TH AV TH S 31 DEG 5'W
 91.65 FT TO N LN 60TH ST W 36.80
 FT TO POB SUBJ TO EASEMENT FOR
 DRIVEWAY & PARKING V1176 P817 1985
 DOC#1471319
 DOC#1651473
 DOC#1657241

PARCEL NUMBER LOT 338.000 \$1,456.30
 12-223-31-356-025-0
 4" CONC R-R 125.00SF @ \$5.00 = \$625.00
 6" CONC R-R 125.00SF @ \$5.10 = \$637.50
 6" DRV APP 38.00SF @ \$5.10 = \$193.80
 ADDITIONAL 50.00AR @ \$5.00 = \$0.00
 PROPERTY ADDRESS
 GRACE EVANGELICAL LUTHERN CHURCH
 2006 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 GRACE EVANGELICAL LUTHERAN CHU LOTS 15, 16, 17 & THE S 32 1/2
 2006 60TH ST FT OF LOT 18 WESCOTT & ZIEHLERS
 KENOSHA, WI 53140-3843 SUB ALSO LOTS 1, 2, 3, 4 & VACATED
 ALLEY RES#203-61 IN O'DONNELLS SUB
 ALSO LOT 9 BLK 3 STRONG & THELENS
 SUB OF FISK ADD PT SW 1/4 SEC 31
 T2 R22
 1999 COMB 12-223-31-356-013,015,01
 DOC#1087426

PARCEL NUMBER LOT 12-223-31-358-011-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 JEFFREY J GRIFFITH & MARILU GARCIA
 1846 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 JEFFREY J GRIFFITH SW 1/4 SEC 31 T 2 R 23 S 150
 MARILU GARCIA FT OF BLK 7 FISK'S ADD EXC E 105
 KENOSHA, WI 53140 FT & EXC BEG SE COR BLK 7 TH E
 ALONG S LINE 56.66 FT TH WLY
 67.62 FT ALG A CURVE CONCAVE
 TO THE E WITH 32 FT RADIUS &
 A LONG CHORD BEARING N 29 DEG
 27 MIN 30 SEC W 55.73 FT TO W
 LINE SD BLK TH S 31 DEG 05
 MIN W 56.66 FT TO BEG EXC DEED
 V 1339 P 849 1990 (DRIVEWAY)
 V 1244 P 709
 DOC#1088331
 DOC#1183667
 DOC#1202359
 DOC#1291747
 DOC#1410641
 DOC#1411838
 DOC#1476722
 DOC#1646565
 DOC#1646567
 DOC#1654961

PARCEL NUMBER LOT 12-223-31-357-015-0
 NUMBER OF SQUARES
 NO ASSESSMENT
 PROPERTY ADDRESS
 MICHAEL F RIVECCO
 1922 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 MICHAEL F RIVECCO W 88 FT OF S 136 1/2 FT OF LOT
 1922 60TH ST 11 B 4 STRONG & THELENS SUB
 KENOSHA, WI 53140 OF FISK'S ADD BEING PT OF SW
 1/4 SEC 31 T 2 R 23
 DOC#1266631
 DOC#1273653
 DOC#1273654

PARCEL NUMBER LOT
12-223-31-358-012-0

PROPERTY ADDRESS
DAVID B & HEIDI A NEWBERRY
1840 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
DAVID B & HEIDI A NEWBERRY PT SW 1/4 SEC 31 T 2 R 23 PT
4207 89TH PL OF BLK 7 FISK'S ADDITION COM
KENOSHA, WI 53142-5311 N LN 60TH ST AT A PT 55 FT W
OF W LN OF SD BLK 7 N 150 FT W
50 FT CONT W 11.45 FT TO FLY
LN 19TH AV SWLY 12 FT SELY
18.97 FT S 133 FT TO S LN 60TH
ST E 50 FT TO BEG V1340 P233 1990
DOC#1027421
DOC#1142521
DOC#1155375
DOC#1169340
DOC#1431977
DOC#1595725
DOC#1611349

PARCEL NUMBER LOT 50.000 \$250.00
12-223-31-358-013-0

PROPERTY ADDRESS
TRANSCARE PROPERTIES LLC
1834 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
TRANSCARE PROPERTIES LLC SW 1/4 SEC 31 T 2 R 23 FISK'S
PO BOX 164 ADD B 7 BEG 55 FT W OF SE COR
POWERS LAKE, WI 53159-0164 OF SD B 7 TH N 150 FT E 88 FT
S 150 FT W 88 FT TO PT OF BEG
DOC#1014696
DOC#1330216
DOC#1330217

21

PARCEL NUMBER LOT
12-223-31-384-016-0

PROPERTY ADDRESS
SEBASTIAN G MAJERUS
1710 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
SEBASTIAN G MAJERUS BEING PT OF SW 1/4 SEC 31 T 2
1712 60TH ST R23 COM ON N LINE OF 60TH ST &
KENOSHA, WI 53140 E LINE OF 18TH AVE TH E 63 FT
N 104 FT W 63 FT S TO BEG
V1615 P413
DOC#0975003
DOC#1092039
(ADDL ADDRESS 1712)

PARCEL NUMBER LOT 28.000 \$142.80
12-223-31-384-017-0

PROPERTY ADDRESS
LORENZO ANCONA
1706 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
LORENZO ANCONA BEING PT OF SW 1/4 SEC 31 T 2
8123 56TH AVE R23 COM 63 FT E OF 18TH AVE ON
KENOSHA, WI 53142-4153 N LINE OF 60TH ST TH N 150 FT
E 50 FT S 150 FT W TO BEG

PARCEL NUMBER LOT 28.000 \$142.80
12-223-31-384-018-0

PROPERTY ADDRESS
CYNDI STEINICH & JEANNINE M FIELD
1702 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
CYNDI STEINICH BEING PT OF SW 1/4 SEC 31 T 2
1702 60TH ST R 23 COM ON N LINE OF 60TH ST
KENOSHA, WI 53140 282 FT W OF SW COR OF LOT 21 B
2 OF PLEASANT PLACE SUB TH W
50 FT N 198 FT E 50 FT S 198
FT TO BEG
V1487 P323
V1537 P100
V1569 P402
V1583 P720
DOC#984984
DOC#1181331

22

PARCEL NUMBER LOT 25.000 \$125.00
12-223-31-384-019-0

PROPERTY ADDRESS
DAVID B & HEIDI A NEWBERRY
1626 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
DAVID B & HEIDI A NEWBERRY BEING PT OF SW 1/4 SEC 31 T 2
4207 89TH PL R 23 COM ON N LINE OF 60TH ST
KENOSHA, WI 53142 BL 2 PLEASANT PLACE SUB TH W
238 FT W OF SW COR OF LOT 21
44 FT N 198 FT E 44 FT S 198
FT TO BEG
V1690 P 533
DOC#1022034
DOC#1545536

PARCEL NUMBER LOT 50.000 \$250.00
12-223-31-384-020-0

PROPERTY ADDRESS
FLORENCE M HUNT
1622 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
FLORENCE M HUNT BEING PT OF SW 1/4 SEC 31 T 2
12128 LEXINGTON DR R 23 COM ON N LINE OF 60TH ST
SOUTH LYON, MI 48178 200 FT W OF SW COR OF LOT 21 B
2 OF PLEASANT PLACE SUB TH W
38 FT N 198 FT E 38 FT S 198
FT TO BEG
DOC#1025472
DOC#1054749
DOC#1170335
DOC#1418243

23

PARCEL NUMBER LOT
12-223-31-384-021-0

PROPERTY ADDRESS
LANA PROPERTIES-1600 LLC
1600 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
LANA PROPERTIES-1600 LLC 6443 6444 SW 1/4 SEC 31 T 2
1775 41ST AVE R 23 BEG ON N LINE OF 60TH ST
KENOSHA, WI 53144 BLK 2 PLEASANT PLACE SUB TH W
& 1 FT W OF SW COR OF LOT 21
199 FT N 198 FT E 199 FT S 198
FT TO PT OF BEG
V 1187 P 548
DOC#1206909
DOC#1491938 DEED IN ERROR
DOC#1527924

PARCEL NUMBER LOT 50.000 \$250.00
12-223-31-384-022-0

PROPERTY ADDRESS
ROBERT & VALERIE PIERCE
1518 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
ROBERT & VALERIE PIERCE W 21 FT OF LOT 20 & ALL OF LOT
1518 60TH ST 21 B 2 PLEASANT PL SUB ALSO
KENOSHA, WI 53140-3985 COM AT SW COR OF LOT 21 TH W 1
FT N 214 FT E 1 FT S 214FT TO
BEG BEING PT OF SW 1/4 SEC 31
T 2 R 23
V 1365 P 244

PARCEL NUMBER LOT
12-223-31-384-023-0

PROPERTY ADDRESS
JOHN SAVAGLIO
1512 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JOHN SAVAGLIO S 138.6 FT OF E 18 FT OF LOT
8986 33RD AVE 20 BLK 2 PLEASANT PLACE SUB
KENOSHA, WI 53142 PT OF SW 1/4 SEC 31 T 2 R 23
ALSO COM AT SE COR OF SD LOT
20 TH E 32 FT N 138.6 FT W 32
FT S 138.6 FT TO BEG
DOC#1219517 DOC#1374696 DOC#137901
DOC#1434928 DOC#1468871 DOC#157873
DOC#1593906

24

PARCEL NUMBER LOT
12-223-31-384-024-0

PROPERTY ADDRESS NUMBER OF SQUARES
NO ASSESSMENT
THE WILLIAM WARREN & KATHRYN ELIZA
1508 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
WILLIAM W SR & KATHRYN E DEBUS BEING PT OF SW 1/4 SEC 31 T 2 R
12501 W WINSLOW AVE R23 COM ON N LINE OF 60TH ST
AVONDALE, AZ 85323-3105 88 FT W OF SW COR OF MC
LAUGHLIN'S ADD TH W 44 FT N
131 FT E 44 FT S TO BEG
V1533 P129
DOC#1025409
DOC#1263559

PARCEL NUMBER LOT
12-223-31-384-025-0

PROPERTY ADDRESS NUMBER OF SQUARES
NO ASSESSMENT
THE WILLIAM WARREN & KATHRYN ELIZA
1504 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
WILLIAM W SR & KATHRYN E DEBUS BEING PT OF SW 1/4 SEC 31 T 2 R
12501 W WINSLOW AVE 23 COM ON N LINE OF 60TH ST 44
AVONDALE, AZ 85323-3105 FT W OF SW COR OF MC LAUGHLIN'S
ADD TH W 44 FT N 131 FT E 44 FT
S 131 FT TO BEG
V1533 P129
DOC#1025405
DOC#1263562

PARCEL NUMBER LOT 108.000 \$543.30
12-223-31-384-026-0

PROPERTY ADDRESS 4" CONC R-R 75.00SF @ \$5.00 = \$375.00
LEON C PIERRO 6" DRV APP 33.00SF @ \$5.10 = \$168.30
1500 060 ST NUMBER OF SQUARES 3

MAIL TO ADDRESS LEGAL DESCRIPTION
LEON C PIERRO BEING PT OF SW 1/4 SEC 31 T 2 R
1500 60TH ST 23 COM ON N LINE OF 60TH ST AT
KENOSH, WI 53140 SW COR OF MC LAUGHLIN'S ADD TH
W 44 FT N 131 FT E 44 FT S 131
FT TO BEG V 1335 P 534
DOC#1413721
DOC#1632546
DOC#1645523

25

PARCEL NUMBER LOT
12-223-31-384-029-0

PROPERTY ADDRESS NUMBER OF SQUARES
NO ASSESSMENT
WELLS FARGO BANK NA
1410 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
WELLS FARGO BANK NA LOT 8 EXC W 1 FT BLK 2
5401 NORTH BEACH ST, FWTX-35 MC LAUGHLIN'S ADD ALSO PT LOT 7
FORT WORTH, TX 76137 COM ON S LINE OF BLK 2 FT 1.2
IN ELY OF SW COR OF LOT 7 TH
NLY TO PT IN NLY LINE OF LOT
7 WHERE A LINE DRAWN FROM POB
TO PT IN N LINE OF SD BLK 3 FT
ELY OF NW COR LOT 14 INTERSECTS
N LINE OF LOT 7 TH WLY TO W LINE
LOT 7 SLY TO S LINE OF BLK E 2
FT 1.2 IN TO BEG PT SW 1/4 SEC
SEC 31 T 2 R 23
DOC#1251760
DOC#1372815
DOC#1431286
DOC#1651806

PARCEL NUMBER LOT 50.000 \$125.00
12-223-31-384-031-0

PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
THOMAS EIDE & GARY NIELSON ADDITIONAL 25.00AR @ \$5.00 = \$0.00
1402 060 ST NUMBER OF SQUARES 1
1 OF 2 SQ DUE TO ADA RAMP - CITY COST

MAIL TO ADDRESS LEGAL DESCRIPTION
THOMAS EIDE PT OF B 2 MC LAUGHLIN'S ADD OF
PO BOX 368 PT OF SW 1/4 SEC 31 T 2 R 23
KENOSH, WI 53141 COM AT NW COR 60TH ST & 14TH
AVE TH W 56.9 FT N 128.2 FT E
56.9 FT S 127.7 FT TO BEG
V 1398 P 126

27

PARCEL NUMBER LOT 50.000 \$255.00
12-223-31-384-027-0

PROPERTY ADDRESS 6" CONC R-R 50.00SF @ \$5.10 = \$255.00
NEAL GARTNER NUMBER OF SQUARES 2
1420 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
NEAL GARTNER LOTS 10 & 11 EXC THE N 78 FT
1420 60TH ST OF LOT 11 BLK 2 MCLAUGHLIN'S
KENOSH, WI 53140 ADD TO SOUTHPORT PT OF SW 1/4
SEC 31 T 2 R 23
V 1394 P 611
DOC #990999
DOC#1086898
DOC#1086899
DOC#1271853
DOC#1416234

PARCEL NUMBER LOT 25.000 \$125.00
12-223-31-384-028-0

PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
JOSEPH & KATHLEEN PASTERSKI TRUSTE NUMBER OF SQUARES 1
1414 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
JOSEPH & KATHLEEN PASTERSKI LOT 9 & THE W 1 FT OF LOT 8 B
TRUSTEES OF REVOCABLE TRUST 2 MC LAUGHLIN'S ADD BEING PT
KENOSH, WI 53143-6131 OF SW 1/4 SEC 31 T 2 R 23
V 1489 P 164
DOC #1476549

26

PARCEL NUMBER LOT 25.000 \$125.00
12-223-31-385-005-0

PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
MARGENE RIESCHL NUMBER OF SQUARES 1
1320 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
MARGENE RIESCHL LOT 6 & W 1 FT OF LOT 7 REEDS
6610 32ND AVE SUB OF LOTS 2 3 4 5 16 17 18 &
KENOSH, WI 53142 19 IN B 1 MC LAUGHLIN'S SUB
BEING PT OF SW 1/4 SEC 31 T 2
R 23

PARCEL NUMBER LOT
12-223-31-385-006-0

PROPERTY ADDRESS NUMBER OF SQUARES
NO ASSESSMENT
GERALD D HOFF
1314 060 ST

MAIL TO ADDRESS LEGAL DESCRIPTION
GERALD D HOFF LOT 7 EXC W 1 FT REEDS SUB OF
5127 22ND ST LOTS 2 3 4 5 16 17 18 & 19 IN
KENOSH, WI 53144 B 1 MC LAUGHLIN'S SUB BEING PT
OF SW 1/4 SEC 31 T 2 R 23

PARCEL NUMBER LOT 78.000 \$395.30
12-223-31-385-007-0

PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
MOJDEH BAYAT & MOHAMMAD-ALI JAMNIA 6" DRV APP 53.00SF @ \$5.10 = \$270.30
1310 060 ST NUMBER OF SQUARES 1

MAIL TO ADDRESS LEGAL DESCRIPTION
MOJDEH BAYAT LOT 8 REEDS SUB OF LOTS 2 3
MOHAMMAD-ALI JAMNIA 4 5 16 17 18 & 19 IN BLK 1
PLEASANT PRAIRIE, WI 53158 MC LAUGHLIN'S SUB PT OF SW
1/4 SEC 31 T 2 R 23
V 1406 P 34
V 1505 P 376
DOC #1007311
DOC #1027463
DOC #1175920
DOC #1272710

28

PARCEL NUMBER LOT 198.000 \$1,002.30
 12-223-31-459-002-0
 PROPERTY ADDRESS 4* CONC R-R 75.00SF @ \$5.00 = \$375.00
 WILLIAM C & JANICE R DEATON REVOCA 6* DRV APP 123.00SF @ \$5.10 = \$627.30
 1202 060 ST NUMBER OF SQUARES 3
 MAIL TO ADDRESS LEGAL DESCRIPTION
 WILLIAM C & JANICE R DEATON SE 1/4 SEC 31 T 2 R 23 COM 140
 REVOCABLE TRUST FT E OF SW COR BLK 53 TH N 205
 PLEASANT PRAIRIE, WI 53158 FT TH E 23.28 FT NE 194.35 FT
 S 63 FT W 15 FT S 20 FT W
 63.23 FT S 150 FT W 140 FT TO BEG
 DOC#1645653

PARCEL NUMBER LOT 318.000 \$1,231.80
 12-223-31-459-005-0
 PROPERTY ADDRESS 4* CONC R-R 75.00SF @ \$5.00 = \$375.00
 ADAMS OUTDOOR ADVERTISING LTD 6* CONC R-R 75.00SF @ \$5.10 = \$382.50
 1118 060 ST 6* DRV APP 93.00SF @ \$5.10 = \$474.30
 ADDITIONAL 75.00AR @ \$5.00 = \$375.00
 MAIL TO ADDRESS LEGAL DESCRIPTION
 ADAMS OUTDOOR ADVERTISING LTD PT BLK 53 SE 1/4 SEC 31 T 2 R 23
 500 COLONIAL CENTER PKWY 120 COM 219 FT W OF SE COR BLK TH
 ROSWELL, GA 30076 N 150 FT TH E 63.23 FT TH N 20
 FT TH E 133.07 FT TO W LN 117H
 AVE TH SLY 35.10 FT TH W 135
 FT TO N LN 60TH ST TH W 69 FT
 TO POB V 1328 P 228
 DOC#1499580

PARCEL NUMBER LOT 243.000 \$1,229.30
 12-223-31-459-003-0
 PROPERTY ADDRESS 4* CONC R-R 100.00SF @ \$5.00 = \$500.00
 GORDON L CROW 6* CONC R-R 50.00SF @ \$5.10 = \$255.00
 1214 060 ST 6* DRV APP 93.00SF @ \$5.10 = \$474.30
 NUMBER OF SQUARES 6
 MAIL TO ADDRESS LEGAL DESCRIPTION
 GORDON L CROW COM AT A PT 70 1/2 FT E OF SW
 C/O BRUCE & PEPPY O'NEIL COR OF BLK TH ELY 69 1/2 FT*
 MILWAUKEE, WI 53208 NLY 205 FT* TO S LINE OF 59TH
 ST WLY 69 1/2 FT* SLY TO BEG
 BLK 53 PT OF SE 1/4 SEC 31 T 2
 R 23

PARCEL NUMBER LOT 336.000 \$1,706.10
 12-223-31-459-006-0
 PROPERTY ADDRESS 4* CONC R-R 75.00SF @ \$5.00 = \$375.00
 GATEWAY MORTGAGE CORP 6* DRV APP 261.00SF @ \$5.10 = \$1331.10
 1108 060 ST NUMBER OF SQUARES 3
 MAIL TO ADDRESS LEGAL DESCRIPTION
 GATEWAY MORTGAGE CORP SE 1/4 SEC 31 T 2 R 23 BLK 53
 1108 60TH ST COM AT SE COR BLK 53 NLY
 KENOSHA, WI 53140-4045 137.5 FT W 135 FT SLY 136.5
 FT* & TO N LINE OF 60TH ST E
 150 FT TO BEG
 DOC#1588232
 DOC#1588232 DEED IN ERROR

PARCEL NUMBER LOT
 12-223-31-459-004-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 RANDY PULERA NO ASSESSMENT
 1212 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 RANDY PULERA COM AT SW COR OF BLK TH ELY
 7110 70TH CT 70.5 FT NLY 205 FT TO S LINE
 KENOSHA, WI 53142 OF 59TH ST WLY TO NW COR OF
 BLK SLY TO BEG BLK 53 PT OF SE
 1/4 SEC 31 T 2 R 23
 V 1371 P 139

PARCEL NUMBER LOT
 12-223-31-460-002-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 DANIEL C & FRANK J ESPOSITO NO ASSESSMENT
 1024 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 DANIEL C & FRANK J ESPOSITO PT OF BL 54 VILL OF SOUTHPORT SUB
 6717 PERSHING BLVD SEC 31 T2 R23 COM AT SW COR BL 54
 KENOSHA, WI 53142 NTHLY ALG WESTERLY LN SD BL 259
 TO NW COR SD BL; TH EASTERLY ALG N
 LN OF SD BL 104 FT; TH SOUTHERLY A
 LINE PARALLEL WITH THE WESTERLY LN
 BL 123.9 FT BEING A POINT 104.91 F
 WESTERLY LN SD BL MEASURED ALG LN
 LLEL WITH SO LN SD BL AND 151.35 F
 HERLY OF S LN SD BL MEAS ALG LN PA
 WITH WESTERLY LN SD BL TH EASERLY
 PARALLEL WITH SO LN SD BL 5.565 FT
 LY ALG LN PARALLEL WITH WESTERLY L
 L 14.35 FT TH W .15 FT BEING NW CO
 RICK BLDG NOW STANDING TH SO LY AL
 CE OF BRICK BLDG AND SD LN EXTENDE
 HERLY 137 FT BEING SO LN OF SD BL
 LG S LN SD BL 110.215 FT TO POB CI
 KENOSHA COUNTY OF KENOSHA ST OF WI
 DOC 1013714

PARCEL NUMBER LOT
 12-223-31-460-003-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 FRANK J ESPOSITO & DANIEL C ESPOSI NO ASSESSMENT
 1016 060 ST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 FRANK J & DANIEL C ESPOSITO PT OF SE 1/4 SEC 31 T 2 R 23
 6717 PERSHING BLVD BLK 54 THE E 23 FT OF THE W 1/2
 KENOSHA, WI 53142 OF THE S 151.35 FT OF BLK 54
 ALSO-COM ON S LINE OF BLK
 110.475 FT E OF THE SW COR TH
 N 137 FT W .15 FT S 137 FT E
 .26 FT TO BEG ALSO-COM AT NW
 COR OF E 1/2 OF S 151.35 FT
 OF BLK 54 TH S 50 FT E 20 FT N
 50 FT W 20 FT TO BEG 3060-1B
 DOC#1557713

PARCEL NUMBER LOT 159.000 \$803.40
 12-223-31-460-004-0
 PROPERTY ADDRESS 4* CONC R-R 75.00SF @ \$5.00 = \$375.00
 FRANK J ESPOSITO & DANIEL C ESPOSI 6* DRV APP 84.00SF @ \$5.10 = \$428.40
 1014 060 ST NUMBER OF SQUARES 3
 MAIL TO ADDRESS LEGAL DESCRIPTION
 FRANK J & DANIEL C ESPOSITO PT OF THE E 1/2 OF BLK 54 COM
 6717 PERSHING BLVD AT A PT ON S LINE OF BLK 54
 KENOSHA, WI 53142 133.15 FT W OF SE COR OF SD BLK
 TH NLY 101.35 FT E PARALLEL
 TO S LINE OF SD BLK 20 FT NLY
 50 FT E 53.15 FT SLY 151.35 FT
 W 73.15 FT TO BEG PT OF SE 1/4
 SEC 31 T 2 R 23
 DOC#1557713

PARCEL NUMBER LOT 25.000 \$125.00
 12-223-31-460-005-0
 PROPERTY ADDRESS 4* CONC R-R 25.00SF @ \$5.00 = \$125.00
 ROBERT P & CARRIE A GRESKOVIK JR NUMBER OF SQUARES 1
 5922 010 AV
 MAIL TO ADDRESS LEGAL DESCRIPTION
 ROBERT P JR & CARRI GRESKOVIK E 60 FT OF THE E 1/2 OF THE
 7413 10TH AVE ENTIRE S 151.35 FT OF BLK 54
 KENOSHA, WI 53143 PT OF SE 1/4 SEC 31 T 2 R 23
 V 1662 P 490
 DOC#1270635
 DOC#1292192

PARCEL NUMBER LOT
 12-223-31-461-007-0
 PROPERTY ADDRESS 4* CONC R-R 25.00SF @ \$5.00 = \$125.00
 EUGENE JOHN POTENTE (TOD) ADDITIONAL 50.00AR @ \$5.00 = \$250.00
 920 060 ST NUMBER OF SQUARES 1
 2 OF 3 SQ DUE TO PWT
 MAIL TO ADDRESS LEGAL DESCRIPTION
 EUGENE JOHN POTENTE SE 1/4 SEC 31 T 2 R 23 PT OF
 6113 14TH AVE BLK 55 BEG 207 FT S OF NW COR
 KENOSHA, WI 53143 SD BLK 55 TH E 66.79 FT S
 110.05 FT W 67 FT W 99.89 FT
 TO PT OF BEG
 DOC#1612791 TOD

PARCEL NUMBER LOT 75.000 \$125.00
 12-223-31-461-007-0
 PROPERTY ADDRESS 4* CONC R-R 25.00SF @ \$5.00 = \$125.00
 EUGENE JOHN POTENTE (TOD) ADDITIONAL 50.00AR @ \$5.00 = \$250.00
 920 060 ST NUMBER OF SQUARES 1
 2 OF 3 SQ DUE TO PWT
 MAIL TO ADDRESS LEGAL DESCRIPTION
 EUGENE JOHN POTENTE SE 1/4 SEC 31 T 2 R 23 PT OF
 6113 14TH AVE BLK 55 BEG 207 FT S OF NW COR
 KENOSHA, WI 53143 SD BLK 55 TH E 66.79 FT S
 110.05 FT W 67 FT W 99.89 FT
 TO PT OF BEG
 DOC#1612791 TOD

PARCEL NUMBER LOT 178.000 \$395.30
 12-223-31-461-008-0
 PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$5.00 = \$125.00
 HAAS ENTERPRISES LLC 6" CONC R-R 25.00SF @ \$5.10 = \$127.50
 914 060 ST 6" DRV APP 28.00SF @ \$5.10 = \$142.80
 ADDITIONAL 100.00AR @ \$3.00 = \$300.00
 MAIL TO ADDRESS LEGAL DESCRIPTION
 HAAS ENTERPRISES LLC BEING PT OF B 55 SE 1/4 SEC 31
 8107 43RD AVE T2 R 23 COM 133 FT W OF SE COR
 KENOSHA, WI 53142 OF B 55 TH N 181 FT W 66 FT S
 172 FT E TO BEG
 DOC #1666859

PARCEL NUMBER LOT 425.000 \$2,000.00
 12-223-31-501-033-0
 PROPERTY ADDRESS 4" CONC R-R 400.00SF @ \$5.00 = \$2000.00
 C & NW TRANSPORTATION COMPANY ADDITIONAL 25.00SF @ \$3.00 = \$75.00
 060 ST NUMBER OF SQUARES 16
 1 OF 17 SQ DUE TO ADA RAMP - CITY COST
 MAIL TO ADDRESS LEGAL DESCRIPTION
 C & NW TRANSPORTATION COMPANY LOT 9 REED'S SUB OF LOTS 2 3 4
 C/O UNION PACIFIC RR TAX DE 5 16 17 18 & 19 IN B 1 MC
 OMAHA, NE 68179 LAUGHLINS SUB BEING PT OF SW
 1/4 SEC 31 T 2 R 23

STREET TOTAL 7,446.00 \$33,197.10

GRAND TOTALS PARCELS 86 FOOTAGE 7,446.000 TOTAL COST \$33,197.10

PARCEL NUMBER LOT
 12-223-31-461-009-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 NABIL #1 LLC NO ASSESSMENT
 5920 SHIE RD
 MAIL TO ADDRESS LEGAL DESCRIPTION
 NABIL #1 LLC 3070 SE 1/4 SEC 31 T 2 R 23
 3402 60TH ST BLK 55 COM AT NE COR SHERIDAN
 KENOSHA, WI 53144-4144 RD & 60TH ST TH W 113.84 FT TH
 N 162.4 FT E 132.66 FT S 50.4
 FT SWLY 132.41 FT TO POB EXC
 ROAD ROW DOC#1218061
 (2002 LOT LINE ADJUSTMENT)
 DOC#1217056
 DOC#1463683 DEED RESTRICTION
 DOC #1516138

PARCEL NUMBER LOT
 12-223-31-462-011-0
 PROPERTY ADDRESS NUMBER OF SQUARES
 FIRST CONGREGATIONAL CHURCH NO ASSESSMENT
 5934 008 AV
 MAIL TO ADDRESS LEGAL DESCRIPTION
 FIRST CONGREGATIONAL CHURCH LOT 5 EXC 10.06 FT ON S LN &
 5934 8TH AVE 16 FT ON N LN OF W SIDE OF SD
 KENOSHA, WI 53140-4006 LOT & LOT 4 EXC TH N 7 FT OF E
 222 FT & EXC W 100 FT OF SD
 LOT 4 IN BLK 36 COMBINATION
 1991 (-004 & -005)



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

C-2

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056
April 05, 2012

To: G. John Ruffolo, Chairman
Public Works Committee

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

Subject: *Approval of Use of Place de Douai for Harbor Market*

[Handwritten signature: M. Lemens, dated 4-5-12]

BACKGROUND/ANALYSIS

The Kenosha Common Markets, Inc. is requesting that they be allowed to use the plaza area of Place de Douai to accommodate the growing number of vendors wishing to participate in the Kenosha HarborMarket. The market would use the space on Saturdays beginning May 19, 2012 and run through October 13, 2012 between the hours of 7:00 am and 3:30 pm.

RECOMMENDATION

Approve the use of the plaza at Place de Douai for HarborMarket on Saturdays from May 19, 2012 to October 13, 2012.

Cc: Ald. Ruffalo, District 2

mml



C/O Kenosha Common Markets
P.O. Box 580316
Pleasant Prairie, Wisconsin 53158

April 2, 2012

G. John Ruffolo, Chairman
Public Works Committee
City of Kenosha, Wisconsin
C/O Mike Lemens, Director of Public Works
Department of Public Works
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: Request for Temporary Use of Place de Douai – Summer 2012

Dear Honorable Chairman Ruffolo:

Kenosha Common Markets, Inc. operators of Kenosha HarborMarket, hereby requests the use of Place de Douai on Saturdays beginning on May 19 and ending on October 13, 2012 between the hours of 7:00 AM and 3:30 PM for the purpose of conducting Kenosha HarborMarket.

Please let me know if there is any further action or information needed from us.

Your approval and past and continued support of the market is very much appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Forgianni", with a long horizontal flourish extending to the right.

Ray Forgianni, President, Kenosha Common Markets

Cc Keith Bosman, Mayor, City of Kenosha
Mike Lemens, Acting Director of Public Works
Kenosha Common Market Board of Directors



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

C-3

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

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

April 05, 2012

To: G. John Ruffolo, Chairman
Public Works Committee

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

Subject: *Approval of Use of Place de Douai for Sidewalk Art Exhibit*

[Handwritten signature and date 4-5-12]

BACKGROUND/ANALYSIS

Karon Thomas, a participant in the Avon Breast Cancer Walk, is trying to raise \$1800 for the Avon Foundation for Women. Her proposal is to have a sidewalk chalk art show on the plaza at Place de Douai to raise the money for this event. She has lined up a number of artists and art students to draw on the walk with sidewalk chalk, and have it available for interested citizens to view at their leisure from 11:00 am to 4:00 pm. She hopes to have 8 to 10 artists display their work, along with a small area for children to freely participate with their own drawings. The proposed date for this event is May 12, 2012, the weekend before the start of HarborMarket.

There will be no city costs involved with this event. Since the medium is sidewalk chalk, it will wash away over time with normal rainfall.

RECOMMENDATION

Approve the use of the plaza at Place de Douai for the sidewalk art exhibit on May 12, 2012.

Cc: Ald. Ruffalo, District 2

mml

Zimbra**mlemens@kenosha.org**

± Font size ▾

Side Walk chalk Art Show

From : Karon Thomas <kthomas@thekac.com>

Tue, Apr 03, 2012 09:02 AM

Subject : Side Walk chalk Art Show**To :** MLEMens@Kenosha.org

Dear Public works,

My name is Karon Thomas, I am a participant in the Avon Breast Cancer Walk. My biggest goal as a participant is raising eighteen hundred dollars. Organizations large and small all over the country receive grants from the "Avon Foundation for Women" to allow women and men to receive the screening, support and treatment they require regardless of their ability to pay, and to fund leading-edge research.

I am writing to receive approval to have a side walk chalk art show; in the La Place De-Douai area, empty paved lot on 2nd Ave and 56th St, May 12,2012. The viewing of the art work will begin at 11:00am and would end at 4:00pm. I will have eight to ten artist to have their work displayed and small area for children to freely draw as they are accompanying their parents. I would have signs about Breast Cancer facts, also a bucket for donations.

You can learn more about the foundation at www.avoncancerwalk.org. Or if you have questions please feel free to contact me by phone 262-412-4402. email K.Thomas_04@yahoo.com



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
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Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

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

April 4, 2012

To: G. John Ruffolo, Chairman, Public Works Committee
From: Michael M. Lemens, P.E.
Director of Public Works
Subject: Professional Service Agreement for 18th Street Intersection Studies

[Handwritten signature of Michael M. Lemens]
4-3-12

BACKGROUND INFORMATION

The City of Kenosha Public Works – Engineering Department received a proposal from Clark Dietz to conduct an analysis of the intersections of 18th Street and 39th Avenue and 18th Street and 30th Avenue. The intersection of 18th Street and 39th Avenue a warrant analysis will be conducted for both an all-way stop and signalized control. Future traffic projections of the area will be part of the analysis. The intersection of 18th Street and 39th Avenue a capacity and operational analysis will be conducted for the existing signalized intersection. The final report may include development of intersection reconfiguration alternatives, if deemed necessary.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Clark Dietz for \$22,000 to include their agreement for \$19,690 with \$2,310 of contingency and authorize the work to be paid for out of CIP IN-93-002 Resurfacing.

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

18th Street Intersection Studies

This Agreement is by and between

City of Kenosha ("Client")

Municipal Building
625 52nd Street
Kenosha, Wisconsin 53140

and

Clark Dietz, Inc. ("Clark Dietz")

5017 Green Bay Road, Suite 126
Kenosha, Wisconsin 53144

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

Agreed to by Clark Dietz

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The 18th Street Intersection Studies will consist of 3 main task categories.

1. 39th Avenue – Warrant Analysis
 - a. Warrant Analysis for “All-Way Stop Control”
 - b. Warrant Analysis “Signal Control”
 - c. Report Summarizing Findings
2. 39th Avenue – Preliminary Cost Analysis
 - a. Intersection Geometric Improvements/Reconfiguration Based on Future Traffic Movements Assuming a Signalized Intersection
 - b. Preliminary Cost Estimate for Signalized Improvement
3. 30th Avenue – Intersection Study
 - a. Capacity/Operational Analysis
 - b. Development of Intersection Reconfiguration Alternatives
 - c. Report Providing Improvement Recommendation

Each of the three main tasks listed above will be tracked and invoiced separately.

B. Scope

This agreement will provide traffic studies on 39th Avenue and 30th Avenue at their intersections with 18th Street (CTH L) in the City of Kenosha.

- 39th Avenue – Warrant Analysis
 - a. This study will analyze the crash history over the last three (3) years.
 - i. The City of Kenosha will provide Clark Dietz with crash reports.
 - b. This study will look at the existing traffic volumes for both 39th Avenue and 18th Street under the new build-out conditions.
 - c. This study will provide a traffic forecast coordinated with WisDOT for the overall ADT as well as the turning movements with projections.
 - d. Perform All-way stop control warrant analysis.
 - e. Perform Signal warrant analysis.
 - f. Provide Sight vision evaluation in all quadrants
 - i. Topographic survey will be performed by Clark Dietz under a separate contract.
 - g. Develop a report to outlining the results of this study.
 - h. Deliverables:
 - i. Report summarizing findings and conclusions
 - ii. Traffic forecast
- 39th Avenue – Preliminary Cost Analysis
 - a. Provide a concept geometric reconfiguration for the intersection of 39th Avenue at 18th Street (CTH L) based on the traffic projections and the anticipated turning movements.
 - b. Provide a preliminary signal layout.
 - c. Analyze the approximate amount of right of way that will be required by the improvement.
 - d. Provide a Preliminary estimate of cost for:
 - i. Stop signs with advanced signage
 - ii. Signalized intersection improvements
 - e. Attend meetings with the City of Kenosha as necessary.
 - i. Assumed 2 meetings.

- f. Deliverables:
 - i. Conceptual geometrics and signal layout in PDF and CADD.
 - ii. Preliminary construction cost estimate
- 30th Avenue – Intersection Study
 - a. Topographic Survey will not be provided. Clark Dietz will work off of aerial mapping.
 - b. Perform a visual inspection of the intersection’s operation during 1 hour in the AM peak hour and 1 hour in the PM peak hour.
 - c. Analyze the existing traffic volumes for both 30th Avenue and 18th Street under the existing and potential reconfigured alternatives.
 - d. Provide a traffic forecast coordinated with WisDOT for the overall ADT as well as the turning movements with projections.
 - e. Analyze capacity/operational performance with both existing and projected traffic.
 - f. Perform an analysis of the crash history over the last three (3) years.
 - i. The City of Kenosha will provide Clark Dietz with crash reports.
 - g. Develop conceptual intersection reconfiguration alternatives.
 - h. Provide preliminary cost estimates associated with the conceptual reconfiguration alternatives.
 - i. Provide a report with a recommended treatment for this intersection.
 - j. Attend meetings with the City of Kenosha as necessary.
 - i. Assumed 2 meetings.
 - k. Deliverables
 - i. Traffic forecast
 - ii. Conceptual reconfiguration alternatives in PDF and CADD
 - iii. Preliminary construction cost estimate
 - iv. Report with findings and recommendations

C. Schedule

39th Avenue – Warrant Analysis

Begin Warrant Analysis	April 16, 2012 (assumes NTP by April 12, 2012)
Warrant Analysis Report	May 8, 2012 (For May 16 th Committee Meeting)

39th Avenue – Preliminary Cost Analysis

Preliminary Cost Analysis	June 20, 2012 (For June 27 th Committee Meeting)
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30th Avenue – Intersection Study

Final Report	June 20, 2012 (For June 27 th Committee Meeting)
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D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This agreement assumes that the city will provide any as-built drawings in CADD format for both the 39th Avenue and 30th Avenue intersections with 18th Street.
2. This agreement assumes the city will provide all traffic counts and turning movements for the three peak times of the day (am, noon and pm) at both 39th Avenue and 30th Avenue.
3. This agreement assumes the city will provide the accident history reports for the last 3 years at both 39th Avenue and 30th Avenue.
4. This agreement assumes that the city has authorization from Kenosha County for Clark Dietz, Inc. to perform this study.

5. Clark Dietz, Inc. has permission to be in the public right of way on both 39th Ave, 18th Street, and 30th Avenue with no permits necessary to perform work.
6. This agreement is for studies and preliminary cost estimates. This agreement does not include construction documents.
7. This agreement does not include topographic survey at 30th Avenue and 18th Street.
8. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Wisconsin.
9. This agreement does not include the preparation of right-of-way or temporary construction easement descriptions or negotiation/acquisition services.
10. This agreement does not include the preparation of assessment roles or schedules.
11. This agreement does not include geotechnical investigations.
12. This agreement assumes that no local permits are required for this project.
13. This agreement assumes that no State permits are required for this project.
14. No Federal permits are anticipated for this project.
15. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
16. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).
2. Clark Dietz will provide the Conceptual Drawings for this project in electronic format. The files will be produced in AutoCAD Version 2010 on IBM PC compatible computers with the Windows XP operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.
 - a. CADD files will be developed using current Wisconsin Department of Transportation standards for layering, linetypes, text styles, colors, etc.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

- A. Information/Reports**
Provide Clark Dietz with all traffic items listed under Part 1 subsection D, Assumptions/Conditions
- B. Representative**
Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services.
Cathy Honeyager, P.E., City of Kenosha Assistant City Engineer
- C. Decisions**
Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES, of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **\$19,690.00**, and shall include the following:

- a. Payment for outside consulting and/or professional services performed by a subconsultant will not be part of this contract.
- b. Expenses incurred directly on behalf of the Project to Clark Dietz will be included in the hourly billing rates shown in the attachment, "Schedule of General Billing Rates".

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
- c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2012

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	190.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	145.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 6	150.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit.

Cost Estimate of Consulting Services

CITY OF KENOSHA

18th Street Intersection Studies

WORK TASK DESCRIPTION	PROJECT ENGINEER	PROJECT MANAGER	QA/QC ENGINEER	TOTALS
39th Avenue - Warrant Analysis				
SURVEY	0	0	0	0
CRASH ANALYSIS	4	1	0	5
TRAFFIC ANALYSIS	4	1	0	5
ALL-WAY STOP ANALYSIS	2	1	0	3
WARRANT ANALYSIS	4	1	0	5
REPORTS	14	2	0	16
REVIEW	0	0	4	4
ADMINISTRATION	0	2	0	2
39th Avenue - Preliminary Cost Analysis				
TOPOGRAPHY/ROW LAYOUT	5	0	0	5
PRELIMINARY LAYOUT	16	2	0	18
PRELIMINARY SIGNAL DESIGN AND LAYOUT	12	1	0	13
PRELIMINARY COST ESTIMATE	8	1	0	9
REVIEW	0	0	4	4
MEETINGS (ASSUME 2)	3	2	0	5
ADMINISTRATION	0	2	0	2
30th Avenue - Intersection Study				
VISUAL INSPECTION OF INTERSECTION OPERATION	2	0	0	2
TRAFFIC ANALYSIS	4	1	0	5
CAPACITY/OPERATIONAL ANALYSIS	4	1	0	5
TURN LANE WARRANT ANALYSIS	2	1	0	3
CRASH ANALYSIS	4	1	0	5
INTERSECTION RECONFIGURATION ALTERNATIVES	8	1	0	9
PRELIMINARY COST ESTIMATE	8	1	0	9
REVIEW	0	0	4	4
REPORT	16	2	0	18
MEETINGS (ASSUME 2)	3	2	0	5
ADMINISTRATION	0	2	0	2
HOURS	123	28	12	163
RATES	\$110.00	\$160.00	\$140.00	
LABOR	\$13,530.00	\$4,480.00	\$1,680.00	
			TOTAL	\$19,690.00

Cost Estimate of Consulting Services
CITY OF KENOSHA
18th Street Intersection Studies
39th Avenue - Warrant Analysis

WORK TASK DESCRIPTION	PROJECT ENGINEER	PROJECT MANAGER	QA/QC ENGINEER	TOTALS
SURVEY	0			0
CRASH ANALYSIS	4	1		5
TRAFFIC ANALYSIS	4	1		5
ALL-WAY STOP ANALYSIS	2	1		3
WARRANT ANALYSIS	4	1		5
REPORTS	14	2		16
REVIEW			4	4
ADMINISTRATION		2		2
HOURS	28	8	4	40
RATES	\$110.00	\$160.00	\$140.00	
LABOR	\$3,080.00	\$1,280.00	\$560.00	
			TOTAL	\$4,920.00

Cost Estimate of Consulting Services
CITY OF KENOSHA
18th Street Intersection Studies
39th Avenue - Preliminary Cost Analysis

WORK TASK DESCRIPTION	PROJECT ENGINEER	PROJECT MANAGER	QA/QC ENGINEER	TOTALS
TOPOGRAPHY/ROW LAYOUT	5			5
PRELIMINARY LAYOUT	16	2		18
PRELIMINARY SIGNAL DESIGN AND LAYOUT	12	1		13
PRELIMINARY COST ESTIMATE	8	1		9
REVIEW			4	4
MEETINGS (ASSUME 2)	3	2		5
ADMINISTRATION		2		2
HOURS	44	8	4	56
RATES	\$110.00	\$160.00	\$140.00	
LABOR	\$4,840.00	\$1,280.00	\$560.00	
			TOTAL	\$6,680.00

Cost Estimate of Consulting Services
CITY OF KENOSHA
18th Street Intersection Studies
30th Avenue - Intersection Study

WORK TASK DESCRIPTION	PROJECT ENGINEER	PROJECT MANAGER	QA/QC ENGINEER	TOTALS
VISUAL INSPECTION OF INTERSECTION OPERATIO	2			2
TRAFFIC ANALYSIS	4	1		5
CAPACITY/OPERATIONAL ANALYSIS	4	1		5
TURN LANE WARRANT ANALYSIS	2	1		3
CRASH ANALYSIS	4	1		5
INTERSECTION RECONFIGURATION ALTERNATIVE	8	1		9
PRELIMINARY COST ESTIMATE	8	1		9
REVIEW			4	4
REPORT	16	2		18
MEETINGS (ASSUME 2)	3	2		5
ADMINISTRATION		2		2
HOURS	51	12	4	62
RATES	\$110.00	\$160.00	\$140.00	
LABOR	\$5,610.00	\$1,920.00	\$560.00	
			TOTAL	\$8,090.00



C-5

Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

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

April 4, 2012

To: G. John Ruffolo, Chairman
Public Works Committee

Michael Orth, Chairman
Park Commission

From: Michael Lemens, P.E.
Director of Public Works

Michael Lemens
4-4-12

Subject: ***Professional Service Contract for Parkway Tree Removal***

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received three proposals to complete the Parkway Tree Removal Contract for 2012. Staff has reviewed the proposals and has chosen Droprite Tree & Landscape LLC based on their references, experience and standard quoted rates.

The 2012 tree removal contract includes removing approximately 136 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Droprite Tree & Landscape LLC for \$62,500 to include their quote of \$56,749.00 with \$5,751.00 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

2012 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 SERVICE, LLC
a Wisconsin Limited Liability Company**

TOTAL CONTRACT AWARD NOT TO EXCEED \$62,500

CONTRACT AMOUNT: \$56,749.00

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:
NOT TO EXCEED \$5,751.00**

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 SERVICE, LLC**, a Wisconsin limited liability company, located at 7709 12th STREET SOMERS, WISCONSIN 53171, hereinafter referred to as the “**CONTRACTOR**”.

WITNESSETH:

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 SERVICE, 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 Fifty-Six Thousand Seven Hundred Forty-Nine (\$56,749.00), 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 Five Thousand Seven Hundred Fifty-One (\$5,751.00). 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, 2012, 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 – 52nd 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 SERVICE, LLC
7709 12th STREET 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.

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**TREE REMOVAL CONTRACT SPECIFICATIONS
AND SPECIAL CONDITIONS**

Project No. 12-1410

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 associated to be removed as designated by City Forester.** 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 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 shall extend as far as is necessary between the sidewalk and curb 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 humas-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.

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.

CITY OF KENOSHA, WISCONSIN

PARK DIVISION

PROPOSAL FOR PARKWAY TREE REMOVAL - REVISED

Project No. 12-1410

City of Kenosha
625 - 52nd Street, Room 305
Kenosha, Wisconsin 53140

Department of Public Works:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following Proposal to remove said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Line 1: Estimated Number of Trees is 136 Trees (Includes removal, stump grinding, topsoil & seed)
 Lump Sum = \$ 56,699

Line 2: Street Occupancy Permit Allowance = \$ 50.00

Total: (Line 1 + Line 2) = \$ 56,749

All work shall be completed no later than December 31, 2012 subject to liquidated damages of One hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- \$ 25.00 (per tree, top soil and seed)
- \$ 13.00 per inch (from 1" to 16")
- \$ 13.50 per inch (from 17" to 29")
- \$ 17.50 per inch (from 30" to 35")
- \$ 21.00 per inch (from 36" to 56")

Measure at fifty-four (54") inches above ground level.

The effective date of the contract will be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Cash Discount Terms:

_____ % _____ Days, Net

Net 30 Days

Date: _____

Firm: Droprite Tree + Landscape LLC

Signature: Daniel Messman

Title: Manager Member

Address: P.O. Box 163, 7709 12th St. Service

Phone: 262 554-6610

Fax: 262 859-0369

Optional: (For informational purposes ONLY)

Are you a minority owned business? Yes _____ No _____

2012 Contract Removal List #1

ADDRESS	STREET	SPECIES	DBH	LOCATION	RPLCT	NOTES	COST
7842	10 AVENUE	ASH	28		1		
6215	12 AVENUE	SILVER MAPLE	33	NORTH OF DRIVE			
7714	14 AVENUE	ASH	24		1		
7840	14 AVENUE	SILVER MAPLE	33	ON 14TH AVENUE	1		
8421	14 AVENUE	SILVER MAPLE	26		1		
67 PLACE	14 AVENUE	NEC OF INTERSECTION	38				
3400	14 PLACE	LINDEN	16		1		
7705	15 AVENUE	MAPLE	15	NORTH TREE	1		
7705	15 AVENUE	MAPLE	16	SOUTH TREE	0		
7826	15 AVENUE	NORWAY MAPLE	36		1		
8619	15 AVENUE	ELM	20	NORTH TREE	0		
1837	16 AVENUE	ASH	20	NORTH TREE	0		
3536	16 AVENUE	NORWAY MAPLE	16	ON 35 PLACE	2	BOTH ON 35 PL. (REPLACEMENTS)	
3616	16 AVENUE	GREEN ASH	28		1	LO-GRO	
7539	16 AVENUE	SILVER MAPLE	44		1		
7722	16 AVENUE	SUGAR MAPLE	16		1		
1851	17 AVENUE	SUGAR MAPLE	28		1		
4127	18 AVENUE	NORWAY MAPLE	36	NORTH TREE	0		
4131	18 AVENUE	NORWAY MAPLE	11		0	STREET LIGHT	
4917	19 AVENUE	NORWAY MAPLE	19	NORTH TREE	0		
7609	19 AVENUE	NORWAY MAPLE	20	NORTH TREE	0		
7517	20 AVENUE	NORWAY MAPLE	24		1		
7950	20 AVENUE	HONEYLOCUST	22	MIDDLE TREE ON 20 AVE.	0		
3549	21 AVENUE	SUGAR MAPLE	19		1		
4804	21 AVENUE	SUGAR MAPLE	20	ON 21ST STREET	1		
2008	21 STREET	NORWAY MAPLE	23		1		
4606	22 AVENUE	SUGAR MAPLE	24	SOUTH TREE	0		
6626	22 AVENUE	SILVER MAPLE	44	ON 67 STREET	1		
1803	22 STREET	NORWAY MAPLE	20	ON 22ND STREET	3		
2114	23 AVENUE	LINDEN	18		1		
3203	23 AVENUE	NORWAY MAPLE	22	SOUTH OF DRIVE ON 23 STREET	0		
4901	23 AVENUE	BUCKEYE	18		1		
4902	23 AVENUE	SUGAR MAPLE	16	NORTH TREE	0		
7937	23 AVENUE	GREEN ASH	30		1		
2133	24 AVENUE	LINDEN	14		1		
2217	24 AVENUE	GREEN ASH	26		0		
2223	24 AVENUE	GREEN ASH	28	NORTH TREE	1		
2223	24 AVENUE	GREEN ASH	26	SOUTH TREE	0		

2012 Contract Removal List #1

2702	24 AVENUE	LINDEN	24	On 24 AVENUE	1	ON 24 AVENUE	
5036	24 AVENUE	BOXELDER	32	SOUTH TREE	0		
7515	24 AVENUE	NORWAY MAPLE	32		1		
7915	24 AVENUE	NORWAY MAPLE	23	NORTH TREE	0		
2623	25 AVENUE	NORWAY MAPLE	31	S. TREE ON 25 AVENUE	0		
2118	25 STREET	NORWAY MAPLE	20		1		
2702	26 AVENUE	NORWAY MAPLE	18	ON 27 STREET	1		
2820	26 AVENUE	NORWAY MAPLE	26		1		
2821	26 AVENUE	ASH	27		1		
2218	28 AVENUE	ASH	20				
6832	28 AVENUE	NORWAY MAPLE	30		1		
7612	28 AVENUE	SIBERIAN ELM	35	NORTH TREE	0		
4115	29 AVENUE	SUGAR MAPLE	24		1		
4506	29 AVENUE	ASH	20		0		
4703	29 AVENUE	HONEYLOCUST	34	NORTH TREE	1		
4703	29 AVENUE	HONEYLOCUST	35	SOUTH TREE	0		
4719	29 AVENUE	SUGAR MAPLE	25	NORTH TREE	1		
4719	29 AVENUE	SUGAR MAPLE	25	SOUTH TREE	0		
6622	29 AVENUE	ASH	16		1	LO-GRO (NARROW PARKWAY)	
7964	29 AVENUE	SIBERIAN ELM	32	ON 80 STREET	0		
6855	3 AVENUE	NORWAY MAPLE	20	SOUTH TREE	0		
7923	30 AVENUE	PEAR	9		1	LO-GRO	
2218	30 STREET	ELM	18	N. TREE ON 23 AVENUE			
5228	31 AVENUE	CATALPA	29		1		
5602	31 AVENUE	ASH	34	EAST TREE	1	ON 56 STREET	
5417	33 AVENUE	ASH	22		1		
5427	33 AVENUE	NORWAY MAPLE	21	EAST TREE ON 55 ST.	0		
7204	33 AVENUE	NORWAY MAPLE	19	NORTH TREE	0		
8848	33 AVENUE	ASH	16	ON 33 AVENUE	1		
5316	34 AVENUE	SIBERIAN ELM	42		1	LO-GRO	
6037	34 AVENUE	LINDEN	21		1		
6115	34 AVENUE	NORWAY MAPLE	22		1		
7551	34 AVENUE	ASH	21				
2909	34 STREET	ASH	22		1		
6013	35 AVENUE	ASH	15		1		
7853	35 AVENUE	CRABAPPLE	18	ON 79 STREET	0		
7853	35 AVENUE	ASH	24	ON 35 AVENUE	1		
8830	35 AVENUE	SILVER MAPLE	22		1		
1508	35 STREET	SILVER MAPLE	50	EAST TREE	0		

2012 Contract Removal List #1

7851	36 AVENUE	NORWAY MAPLE	15	ON 36 AVENUE	1	
6719	37 AVENUE	GREEN ASH	18		1	
6719	37 AVENUE	GREEN ASH	35		0	
7817	37 AVENUE	LINDEN	20		1	
1002	38 STREET	SILVER MAPLE	54	ON 38 STREET	1	
5030	39 AVENUE	NORWAY MAPLE	18		1	LO-GRO
6306	39 AVENUE	SIBERIAN ELM	32		1	
6306	39 AVENUE	SIBERIAN ELM	44		0	
925	40 STREET	NORWAY MAPLE	40			
8907	43 AVENUE	LINDEN	15	ON 43 AVENUE	1	
4717	46 AVENUE	SIBERIAN ELM	45		1	
5603	46 AVENUE	NORWAY MAPLE	26	1ST TREE S. OF 56 STREET	0	
6211	46 AVENUE	NORWAY MAPLE	17	SOUTH TREE	1	
5609	47 AVENUE	ASH	24		1	
8022	47 COURT	LINDEN	10		1	
8040	47 COURT	NORWAY MAPLE	22	NORTH TREE	1	
8040	47 COURT	NORWAY MAPLE	18	SOUTH TREE	0	
8106	48 AVENUE	LINDEN	19	SOUTH TREE	1	
3828	5 AVENUE	SILVER MAPLE	22	W. OF APPROACH ON 39 ST.		
4907	5 AVENUE	SILVER MAPLE	55		1	
6547	50 AVENUE	NORWAY MAPLE	22		1	
5728	51 AVENUE	NORWAY MAPLE	17	ON 58 STREET	2	1 ON 58 ST, LO-GRO, 1 ON 51 AVENUE
3618	53 STREET	NORWAY MAPLE	24	ON 37TH AVENUE	1	
6721	59 AVENUE	NORWAY MAPLE	16	MIDDLE TREE ON 67 PLACE	2	
6721	59 AVENUE	NORWAY MAPLE	12	WEST TREE ON 67 PLACE	0	
322	59 PLACE	MAPLE	20	ON 59 PLACE	1	
1112	61 STREET	SILVER MAPLE	34		1	
5421	68 STREET	LINDEN	24		1	
6129	68 STREET	SILVER MAPLE	20		1	
3504	7 AVENUE	LINDEN	22		0	
1701	70 STREET	ASH	22		1	
607	71 STREET	NORWAY MAPLE	24		1	
812	74 STREET	ASH	22		1	
4322	74 STREET	NORWAY MAPLE	21		1	
1524	76 STREET	NORWAY MAPLE	30		1	
1524	76 STREET	NORWAY MAPLE	30		0	
1515	78 STREET	SILVER MAPLE	28	WEST TREE	1	
1905	78 STREET	SILVER MAPLE	29	E. TREE ON 78 STREET	1	
1905	78 STREET	SILVER MAPLE	38	W. TREE ON 78 STREET	0	

2012 Contract Removal List #1

2508	80 PLACE	NORWAY MAPLE	20		1	
2508	80 PLACE	NORWAY MAPLE	24		0	
2515	80 PLACE	NORWAY MAPLE	20	WEST TREE	0	
1921	81 STREET	NORWAY MAPLE	24	EAST TREE	0	
3305	86 STREET	HONEYLOCUST	12			
1613	87 PLACE	ASH	26		1	
1915	87 PLACE	NORWAY MAPLE	18	EAST TREE		
4515	87 PLACE	HONEYLOCUST	20	EAST TREE	0	
1613	87 STREET	SILVER MAPLE	32		1	
6830	93 COURT	PEAR	14		1	
2415	LINCOLN	SIBERIAN ELM	44	ON 25 AVENUE	2	
2415	LINCOLN	SIBERIAN ELM	44	ON 25 AVENUE	0	
3544	SHERIDAN	HONEYLOCUST	28		1	
6124	SHERIDAN	HONEYLOCUST	30	do early in contract	1	LO-GRO
6925	SHERIDAN	ASH	16	ON 70 STREET	1	LO-GRO
6925	SHERIDAN	ASH	19	ON 70 STREET	0	
6925	SHERIDAN	ASH	14	ON 70 STREET	1	LO-GRO
7005	SHERIDAN	WALNUT	40		1	
6047	33 AVENUE	HONEYLOCUST	20		1	SEND WNFS
2619	26 AVENUE	NORWAY MAPLE	28	NORTH TREE	0	SEND WNFS

AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID

STATE OF WISCONSIN)
COUNTY OF WI) :SS.

_____, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of _____, and its President is _____, its Secretary is _____, and it does have a corporate seal.

The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out the last sentence, if applicable.]

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of _____. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____, General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows.

P.O. Box 163, 7709 12th St,
Somers WI 53171

TELEPHONE NUMBER: (262) 554-6610

STATUTORY SWORN STATEMENT.

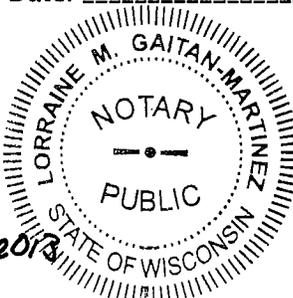
Daniel Tessman, also deposes and states that he/she has examined the instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspections at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal]

Signed: Daniel Tessman
Typed Name: Daniel Tessman
Title: Managing Member
Date: 3/20/12

STATE OF WISCONSIN)
COUNTY OF Kenosha) :SS.

Subscribed and sworn to before me
This 20th day of March, 2012.
Notary Public Jeanne M. Gaitan county, Wisconsin
My Commission Expires 2/24/2013



CITY OF KENOSHA
REFERENCE SHEET

1. Name: City of Racine
Contact: Sam Aiello
Address: 730 Washington Ave Room 103 Racine
Phone: 262-636-9143 Fax: 262 636-9100

2. Name: City of Franklin
Contact: Jerry Schaefer
Address: 7979 W. Ryan Road Franklin
Phone: (414) 425-8881 Fax: (414) 425-7315

3. Name: City of Greenfield
Contact: Dan Ewert
Address: 4551 S. 52nd St. Greenfield
Phone: (414) 761-5374 Fax: _____

4. Name: Bruce Company
Contact: Fred Wensing
Address: 4950 Memco Lane Racine
Phone: (262) 939-0453 Fax: 262 681-7199

**FULL AND COMPLETE LIST OF
SUBCONTRACTORS AND MAJOR SUPPLIERS**

[Where Asbestos Removal is Required, All Subcontractors and Disposal Sites Must Be Listed]

NAME/ADDRESS/PHONE	Class of Work To Be Performed
<i>(We have no subcontractor)</i>	
<i>Our Disposal Site is 7709 12th Street</i>	
<i>Somer WI 53171 in Kenosha County</i>	

Note: This list must be approved by the City and cannot be altered after submission without the written consent of the City. Major suppliers are suppliers furnishing over Five Thousand (\$5000.00) in materials.



International
Society
of Arboriculture

CERTIFIED ARBORIST

Daniel D. Tessmann

Certificate Number:

WI-0593A

Expiration Date:

Jun 30, 2012

Certificate of Completion

TCIA Electrical Hazards Awareness Program

This certifies that

Daniel Tessmann

has completed the Tree Care Industry Association



07/15/10 – 07/14/11

Date

Mark Garvin, Interim President & CEO



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

C-6

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

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

April 4, 2012

To: G. John Ruffolo
Public Works Committee Chairman

Anthony Nudo, Chairman
Stormwater Utility Committee Chairman

From: Michael M. Lemens, P.E.
Interim Director of Stormwater Utility

CC: Eric Haugaard
District 1

Tod Ohnstad
District 6

Subject: *Approval of Lawn Park Bioswales for the Pennoyer Beach Outfall GLRI Grant*

BACKGROUND INFORMATION

As part of the Pennoyer Beach Outfall Infiltration Basin GLRI Grant project, bioswales are proposed to be constructed at 4 locations within the Pennoyer Outfall drainage area. In accordance with the policy directive from the Public Works Committee, these lawn park areas will be redesigned therefore; staff is requesting the permission of the Public Works Committee to allow for these areas to be planted with grass and native plants to meet the qualifications of a bioswale. The properties noted below are residential or commercial and meet the requirements for optimum bioswale locations.

- 4002 Sheridan Road
- 3920 Sheridan Road
- 3734 7th Avenue
- 3803 6th Avenue

The Committee approved the bioswales at 3734 7th Avenue and 3803 6th Avenue at the February 20, 2012 meeting. After several attempts to make contact with the residents located at 4002 Sheridan Road and 3920 Sheridan Road staff would like to seek your approval with proceeding with the designed bioswales.

Attached is an example of the bioswales we are proposing to be constructed under this contract.

RECOMMENDATION

Recommend the approval for constructing bioswales at 4002 Sheridan Road and 3920 Sheridan Road in the City of Kenosha under the GLRI Grant.

**Penroyer Beach Outfall Stormwater Infiltration Basin
Project # 11-1125**

Residential Bioswale Outreach Timeline

January 4, 2012 – Sent notice of Public Information Meeting

January 12, 2012 – Held Public Information Meeting (None of the 4 residents attended)

February 8, 2012 – Katie Whaples and Emma Reed went door to door to the 2 residents on 40th St and Sheridan Rd; No answer, left information on door

March 14, 2012 – Sent letter to residents requesting concerns of bioswales

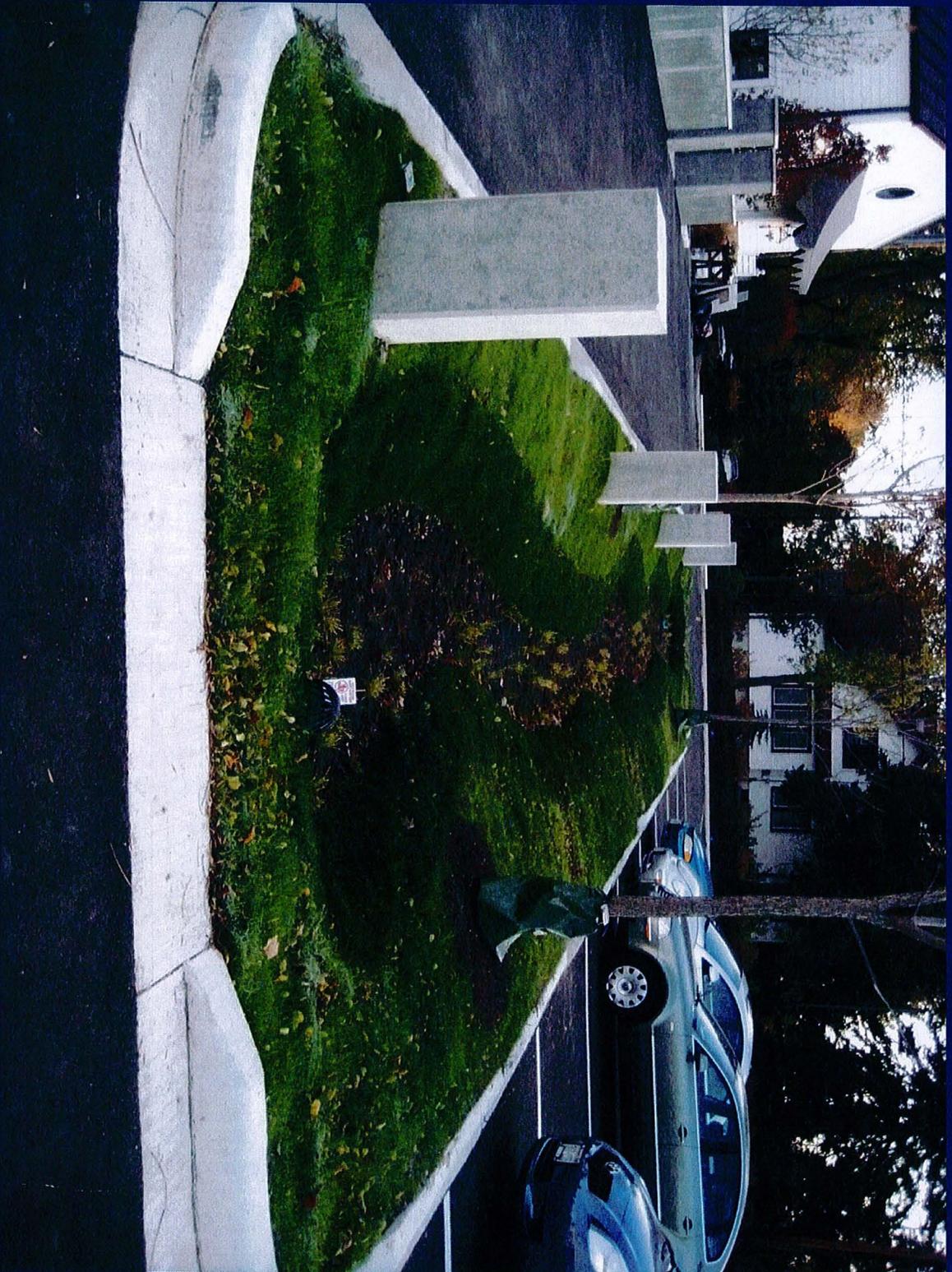
April 4, 2012 – Katie Whaples and Dean Madden went door to door to the 2 residents on 40th St and Sheridan Rd; No answer from either resident

April 10, 2012 – Public Information Meeting at the Public Museum 5-6 pm

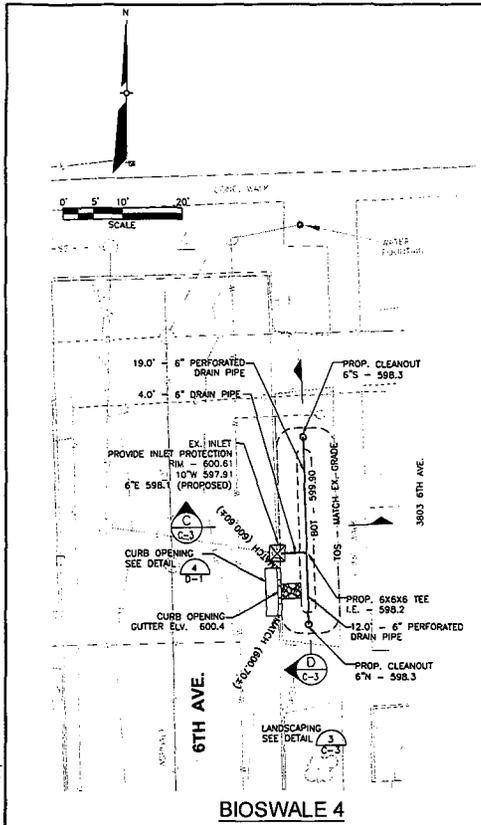
Project Overview



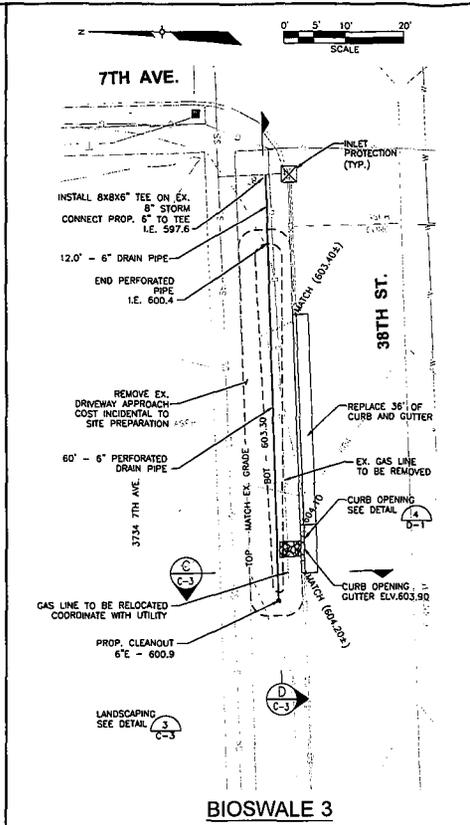
Bioswale



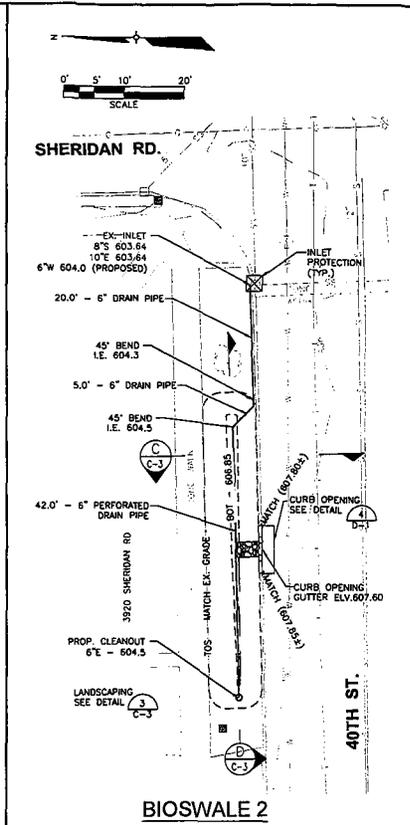
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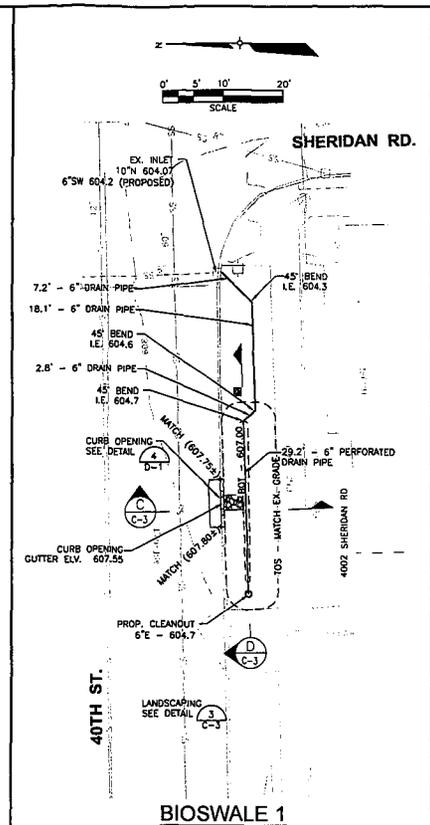
BIOSWALE 4



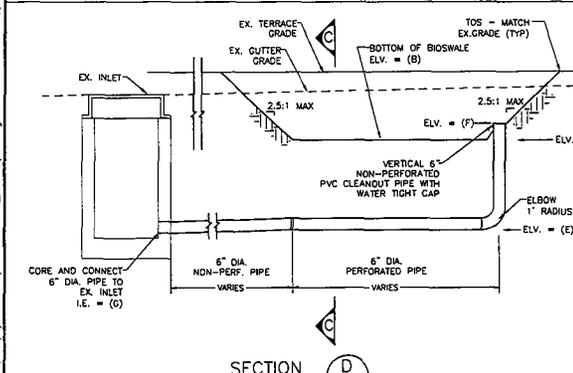
BIOSWALE 3



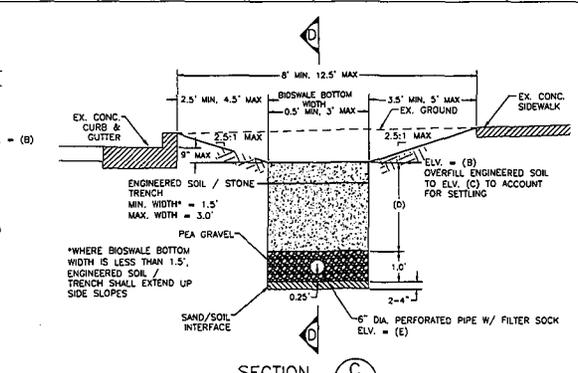
BIOSWALE 2



BIOSWALE 1



SECTION D

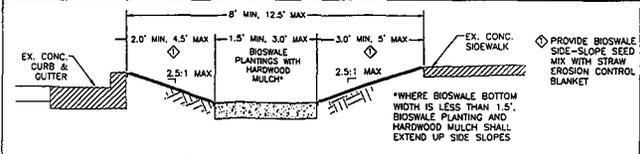


SECTION C

BIOSWALE TYPICAL SECTIONS
(NTS)

BIOSWALE CELL ELEVATIONS

BIOSWALE ID	(A) BOTTOM ELEV.	(B) ENGINEERED SOIL OVERFILL ELEV.	(C) FINAL ENGINEERED SOIL DEPTH FEET	(D) UNDERDRAIN INVERT ELEV.	(E) CLEANOUT TOP ELEV.	(F) EX. INLET UNDERDRAIN CONNECTION INVERT ELEV.	(G)
1	607.00	607.10	1.55	604.70	607.75	604.20	
2	606.85	606.95	1.60	604.50	607.60	604.00	
3	603.30	603.40	1.65	600.90	604.05	597.60	
4	599.90	600.00	0.85	598.30	600.65	598.10	



DETAIL 3 - BIOSWALE LANDSCAPING

<p>AECOM</p> <p>100 NORTH BRIDGEMAN AVENUE SUITE 100 MILWAUKEE, WI 53202 T 414.382.2111 WWW.AECOM.COM</p>	<p>BIOSWALES</p>
<p>PREPARED BY: SHERIDAN WISCONSIN</p> <p>DRN/CHK: DEC 2011</p> <p>DES/APP: DEC 2011</p> <p>CHK/BAW: DEC 2011</p> <p>APP/CSB: DEC 2011</p>	<p>CITY OF KENOSHA STORMWATER IMPROVEMENTS KENOSHA, WISCONSIN</p> <p>DATE: JANUARY, 2012</p> <p>PROJECT NO: 60213575</p> <p>FILE NO: ---</p> <p>SHEET NO: 5</p> <p>DRAWING NO: ---</p> <p style="text-align: right;">C-3</p>



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

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

April 4, 2012

To: G. John Ruffolo, Chairman
Public Works Commission

Anthony Nudo, Chairman
Stormwater Utility Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Cc: Michael Orth, Chairman
Park Commission

Anthony Kennedy
District 10

Subject: ***Shagbark Recreational Trail Development and Grant***

BACKGROUND INFORMATION

With the adoption of the 2011 Comprehensive Outdoor Recreation Plan (CORP) staff submitted a Stewardship Grant to develop a trail system within the property designated by the Shagbark Detention Basin. This property was identified as a location where a designated crushed limestone trail system could enable community residents to fully utilize the site for recreational purposes as well as outdoor educational opportunities for the adjacent schools.

The Park Division has received the following funding to complete this work (a copy of the grants is attached):

- Shagbark Park Trail Development from the Acquisition and Development of Local Parks Grant \$213,610.00 (\$106,805.00 Grant and \$106,805.00 CIP)
- Shagbark Park Trail Development from the Recreational Trails Act \$32,000 (\$16,000 Grant and \$16,000 CIP)

Please find attached the sections of the CORP that covered Shagbark Area as a "Conservancy Park" and the proposed Improvement options. SAA has submitted a task order to the Park Commission to complete this work as part of the overall 2012 Master Contract that was approved by the Park Commission in January (task order is attached).

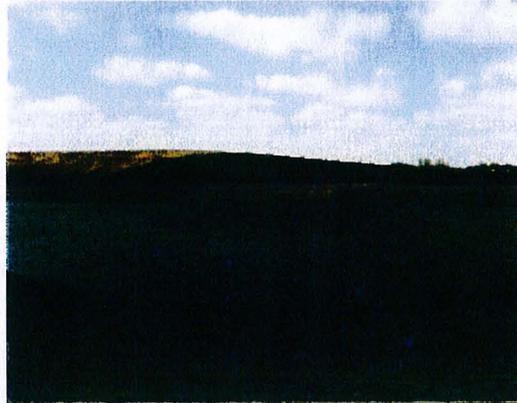
RECOMMENDATION

Informational / Discussion Only – No Action Required

Shagbark Park

Park Description

Shagbark Park is a 48.31 acre park located on 39th Avenue north of Washington Road near Mary D Bradford High School. The site is primarily used for stormwater retention but offers potential for additional recreational use.



Site Analysis Summary

Existing Facilities

- 2 large detention areas (one wet, one dry)
- Large berm separating detention areas
- Concrete weir structures (one with pedestrian bridge)

Issues:

- No parking except for Union lot, or park at high school and cross at mid-block
- Sledding only allowed on one side

Improvement Options:

- Park sign
- Mid-block crossing from high school parking lot (and formalized agreement with KUSD to use the parking lot during non-school hours)
- Additional uses: running track, dog park, rugby field (or lacrosse), (see Image CS-2)
- Formalize access to north slope for sledding
- Increase trail network to connect to other public sites include Bullen Middle School and the city nursery (initiate nature based education utilizing these adjacent sites)
- Install prairie management area for naturalization and educational purposes

Program Details

Programs and Events

- Winter sledding

Revenue Generators

- None

Maintenance Program

- Mowing, stormwater

Improvement Estimate and Site Images

Park sign: \$5,000
 Mid-block crossing: \$10,000
 Field striping and mobile goals: \$4,000/field
 Prairie management area: \$25,000
 Trail network: \$42,750 mulch (2850');
 \$280,000 limestone (8000')

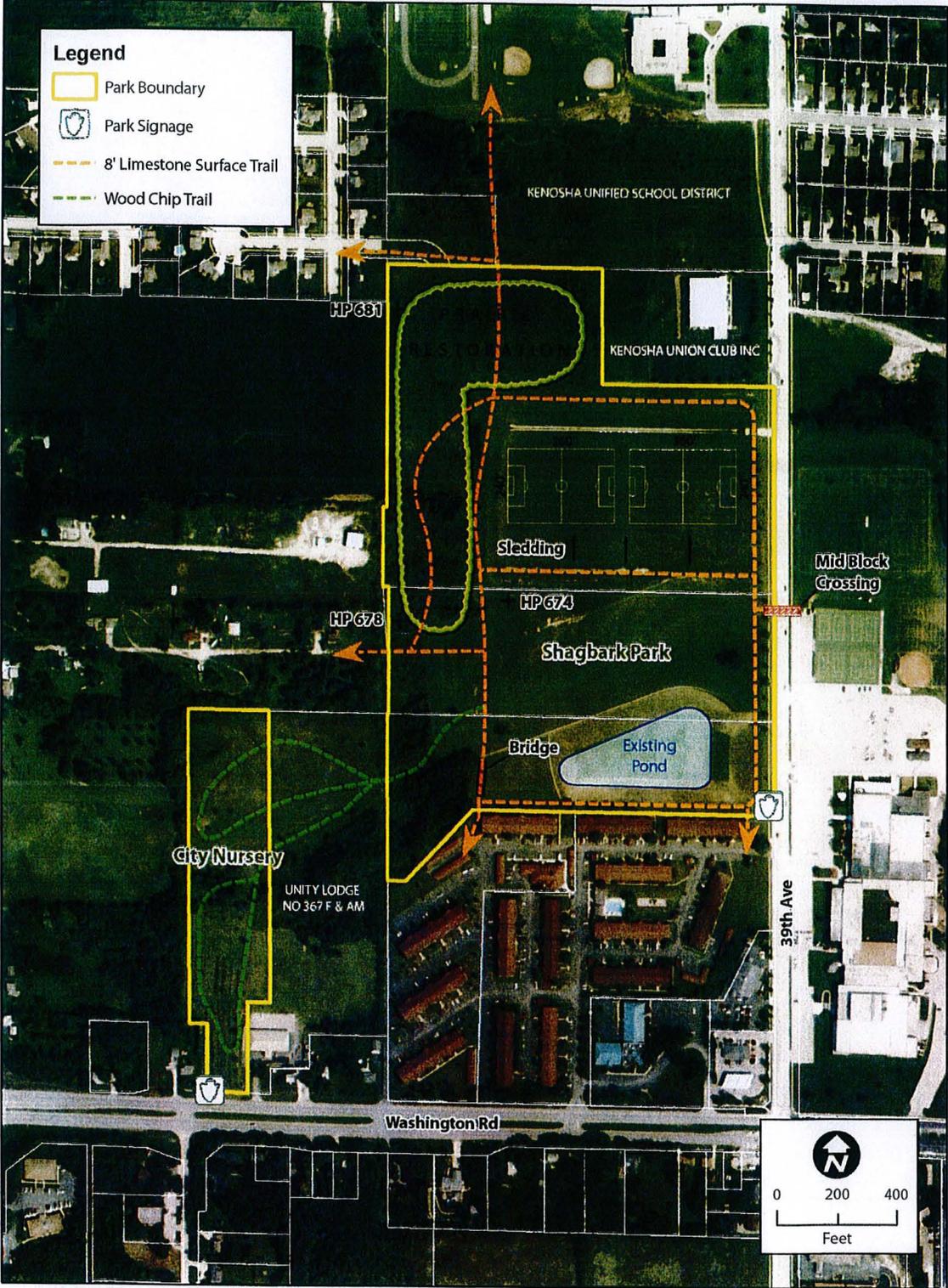
Drainageway



People are currently using the site for walking (and dog walking)



Image CS-2: Conceptual Facilities Development at Shagbark Park



TASK ORDER #6 - SCOPE OF SERVICES

Tasks to be completed:

1. **Site Survey and Basemap Compilation**
SAA will acquire and assemble site survey and infrastructure drawings to be provided by the city. All existing topographic information to be analyzed at a one foot contour level. All existing pavement, structures, edge of water, storm sewer, water service, electrical service, and sanitary sewer information must be provided in the detailed topographic survey provided to SAA.
2. **Meeting #1: Design Program and Coordination**
SAA will hold one meeting with city staff to coordinate limits of construction (loop and spur trail system, prairie restoration, and site grading), design parameters, constraints, and permitting requirements.
3. **Preliminary Design**
SAA will prepare design development drawings for the limits of the project to include trail/path layout including bench pads, bridge, grading, native landscaping restoration, demolition plans, erosion control. The new trail/path will connect to adjacent land uses as well as establish future connections to the city nursery and the school property to the north.
4. **Meeting #2: Design Review**
SAA will attend one meeting with city staff to review preliminary engineering drawings. Digital copies (pdf) of the plans will be submitted to the city for review one week prior.
5. **Construction Document Bid Set Preparation**
SAA will prepare bid documents to be let publicly in the summer/fall of 2012. Bid documents to include detailed construction plans and project specifications (city standards to be utilized with SAA Special Provisions). Final documents to be provided to the city in print ready digital format.
6. **Prepare Cost Estimate**
SAA will assemble a detailed estimate of probable construction costs based upon the final construction documents.
7. **Permitting**
SAA will complete the required DNR WRAPP (NOI) permit and submit to the review agency prior to plans being let for bidding. Permitting fees will be paid by SAA and submitted for reimbursement to the city. All local permitting (erosion control, stormwater, and road crossing improvement) will be completed by the city unless otherwise requested of SAA.

Deliverables:

Final project deliverables will include the following:

- One (1) 11x17 inch preliminary plan set for the review meeting (Meeting #2)
- One (1) 8.5x11 inch final estimate of probable construction costs
- One (1) copy of submitted permits (digital format)
- One (1) CD/DVD containing final copy-ready construction documents and estimate of probable construction costs (native format and PDF)

Shagbark Park CDs

Schedule:

SAA is prepared to begin work on the project on or about May 1, 2012 and will complete the project by August 1, 2012.

Fee:

In consideration of the preceding scope of services, SAA proposes a fixed fee, including expenses of \$20,910.

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor City of Kenosha	Project Number S-ADLP3-12-1134 (RTA-530-12)								
Project Title City of Kenosha - Shagbark Park Development									
Period Covered by This Agreement March 5, 2012 Through June 30, 2014	Name of Program Acquisition and Development of Local Parks								
Project Scope and Description of Project The City of Kenosha proposes to develop an 8' limestone surface hiking trail at their Shagbark Park and has requested Stewardship grant assistance. Other project items will include engineering, site preparation and grading, pedestrian bridge, native landscaping, and miscellaneous equipment and signage. The planned trail will provide connection to adjacent schools and sledding hill. Note: Project also assisted with RTA.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$213,610.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$106,805.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$106,805.00</td> </tr> </table>	Total Project Cost	\$213,610.00	Cost-Share Percentage	50%	State Aid Amount	\$106,805.00	Project Sponsor Share	\$106,805.00	<ol style="list-style-type: none"> <i>Chapter NR 51, Wisconsin Administrative Code</i> <i>Application Dated 07/15/2011</i>
Total Project Cost	\$213,610.00								
Cost-Share Percentage	50%								
State Aid Amount	\$106,805.00								
Project Sponsor Share	\$106,805.00								

- b. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- c. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- d. The Sponsor agrees to provide engineer stamped bridge plans prior to construction.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- g. The Sponsor agrees to display a sign at the site acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
- h. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers & DNR permits.

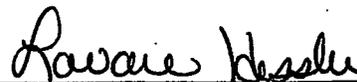
Check here if you request advance payment totaling \$53,402.50

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

By 
 (Signature)
Director of Public Works
 (Title)

3-14-12
 (Date)

STATE OF WISCONSIN
 DEPARTMENT OF NATURAL RESOURCES
 FOR THE SECRETARY

By 
 for Mary Rose Teves, Director
Bureau of Community Financial Assistance

March 5, 2012
 (Date)

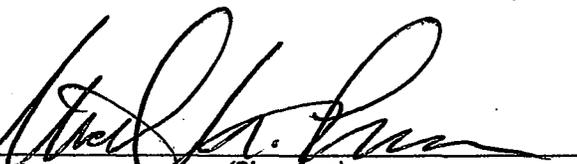
Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

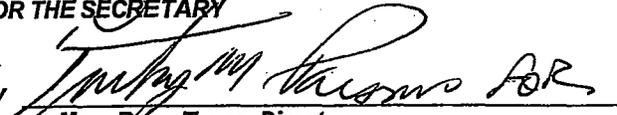
Grantee/Project Sponsor City of Kenosha	Project Number RTA-530-12 (S-ADLP3-12-1134)								
Project Title City of Kenosha - Shagbark Park Trail Development									
Period Covered by This Agreement March 5, 2012 Through June 30, 2014	Name of Program Recreational Trails Act								
Project Scope and Description of Project The City proposes to develop an accessible 8 ft. crushed limestone trails (approx 8,261 lf). The overall project also includes bridge crossing, native landscaping and prairie restoration, and park benches. Trails will connect to adjacent schools and sledding hill. Note: Project also assisted with state Stewardship funds									
PROJECT FINANCIAL ASSISTANCE SUMMARY: <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Total Project Cost</td> <td style="text-align: right; border-bottom: 1px solid black;">\$32,000.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right; border-bottom: 1px solid black;">50%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right; border-bottom: 1px solid black;">\$16,000.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right; border-bottom: 1px solid black;">\$16,000.00</td> </tr> </table>	Total Project Cost	\$32,000.00	Cost-Share Percentage	50%	State Aid Amount	\$16,000.00	Project Sponsor Share	\$16,000.00	The following documents are hereby incorporated into and made part of this agreement: <ol style="list-style-type: none"> 1. <i>Chapter NR 50, Wisconsin Administrative Code</i> 2. <i>Application Dated</i>
Total Project Cost	\$32,000.00								
Cost-Share Percentage	50%								
State Aid Amount	\$16,000.00								
Project Sponsor Share	\$16,000.00								

- b. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- c. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- d. In connection with the performance of work under this agreement, the sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the sponsor further agrees to take affirmative action to ensure equal employment opportunities.
- e. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- f. This grant is funded through a grant from the US Department of Transportation, Federal Highway Administration under the Recreational Trails Program authorized under Section 1112 of the Transportation Efficiency Act for the 21st Century which amended 23 USC 206. This procurement will be subject to regulations set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project. This procurement shall be subject to the regulations contained Section 20.219, Recreational Trails Program, of the Catalog of Federal Domestic Assistance, <http://www.cfda.gov>. The grantee shall maintain the financial information and dated records used in the preparation or support of the cost submission for the grant in effect on the date of execution for this grant until three years after the final voucher has been approved by the Federal Highway Administration. The department, US Department of Transportation, or their agents, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The grantee shall provide proper facilities for such access and inspection. In addition, they shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.
- g. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers & DNR permits.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By 
(Signature)
Director of Public Works
(Title)

By 
Mary Rose Teves, Director
Bureau of Community Financial Assistance

3-14-12
(Date)

3-5-2012
(Date)

TO: G. John Ruffolo
Public Works Committee Chairman

FROM: Shelly Billingsley, P.E.
Director of Engineering



SUBJECT: Project Status Report

- Project #09-1024 - I-94 West Frontage Road from CTH K (60th Street) to 71st Street** – [Super Western] Working on getting close out documents from contractor. All work is complete. (17)
- Project #08-1443 – Bike Path Extensions** – Project design is nearly complete. City is waiting for WisDOT approval. (16)
- Project #11-1208 – Sidewalk Repair** – [Oakes] Work is complete except for punch list items. (City wide)
- Project #11-1211 – Windstorm Damage Walk**– [Gleason] Work is complete except for punch list items. (Citywide)
- Project #08-1021 – 39th Avenue from 18th Street to 24th Street** – [LaLonde] Project is complete. Staff is working with the Contractor to complete the landscaping and sidewalk punch list items.
- Project #09-1011 – New Road Construction – 56th Street from 64th Ave to 68th Ave.** – [Reesmans] Project has been completed and finalizing punch list items.
- Project #09-1413 – Washington Park Veleldrome Facility** – [Rasch] Project is 90% complete. Retaining wall construction has begun. (6)
- Project #11-1416 Petzke Park Mass Grading** – [BCF Construction] The parking lot has received the base material and will be paved in the spring. The contractor is working when they can due to the weather conditions. Construction is scheduled to be completed in early July. (1)
- Project #11-1131 –Curb and Gutter Repair** – [Marvin Gleason] Work is complete except for punch list items (City wide)
- Project #11-1133 – Windstorm C&G Replacement** – [Gleason] Work is complete except for punch list items. (Citywide)
- Project #09-1121 Forest Park Evaluation** – Staff is in the final phases of finalizing the report. A final meeting will be arranged with Water Utility and Stormwater Utility staff to generate the last comments to the report for Strand Associates to finalize. (1)
- Project #10-1126 Wetland Mitigation Bank** – [Wetlands and Waterways Consulting LLC] The consultant has received comments from the DNR regarding the proposed plan. Changes are have been made to the report and will be resubmitted for final comments to the DNR before the report can be finalized. (16)
- Project #10-1131 River Crossing Swale Restoration** – [Applied Ecological Services] The plans are being developed to enhance the swale which will be planted in spring, weather dependent. (17)
- Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] The consultant has gathered additional costs needed for the survey and additional data needed for completion of an alternative analysis for a permanent repair for the multi-plate system as proposed at the Feb. 1 meetings. (2 and 7)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Work is schedule to begin in April (1 and 6)
- Project #11-1127 MacWhyte Water Quality Basin** – [Cicchini] The pond is complete but the contract will remain open until seed germination. Contractor has been notified that additional seeding will be required around the basin. (1)
- Project #11-1135 Stormwater Management Plan Development** – Staff is currently negotiating a contract with Ruekert-Mielke and Engineering Resource Associates, Inc for the work. (City wide)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – waiting approval of the contract by City of Racine. (1 and 4)
- Project #12-1012 2012 Resurfacing** – (32nd Ave: 55th St to 52nd St; 33rd Ave: 55th St to 52nd St; 27th Ave: 35th St to 33rd St; 60th Ave: 82nd St to 80th St) – Staff is in the process of design. Storm sewer work will be funded by the SWU. Projected bid date is April 25, 2012. (6,11,14)
- Project #12-1024 60th Street Resurfacing: 8th Ave to 22nd Ave** – Staff is currently working on bid documents. Storm sewer work will be funded by the SWU. Public Info Meeting #1 is scheduled for March 1, 2012. Projected bid date is April 4, 2012. (2,8)
- Project #12-1208 Sidewalk Repair Program** – Work is scheduled to begin in May (City wide).
- Project #10-1415 Lakefront Water Feature** – Work is scheduled to begin in April (Camosy Construction).
- Project #12-1018 Intersection Warrant Study** – An analysis is proposed to be completed for traffic control and warrants at the intersections of 39th Avenue and 18th Street and 18th Street and 30th Avenue (Recommended Clark Dietz).
- Project #11-2013 Harbor and Marina Dredging** - Plans are completed and bids are scheduled to be received on April 11th (Ruekert Mielke).
- Project #12-1420 Shagbark Trail Development** – Staff is recommending design work be completed by SAA as outlined in the Stewardship Grant (10)
- Project #12-1410 Tree Removal** – Staff is recommending approval of contract (Citywide).
- Design Work** – Staff is working the following projects: Miscellaneous Bike Path projects, CDBG Resurfacing, Lincoln Road Resurfacing, Concrete Street Repairs , Street Division Yard Paving, Sidewalk Hazard Removal Program, GIS Survey City Wide, 122nd Ave from 71st Street to 75th Street, Sump Pump Priorities, SWPPP Updates, Website Design, 2012 Dry Weather Screening, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer projects for contractor and SWU crews, Southport Shoreline Repair, Parks Master Design Contract, Park Fee Study, Southport Beachhouse Restoration, Strawberry Creek Trail and Shelter Grant, Sunrise Park Trail Grant, Southport Park Trail Grant, Simmons Island Park Boardwalk Grant, Shagbark Basin Trail Grant, Washington Park Pool Stair Modifications, Strawberry Creek Mass Grading, Anderson Pool Modifications and Splash Pad, Museum Fountain.