

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, APRIL 12, 2010
ROOM 204
5:00 P.M.**

*G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana*

*Ray Misner
Don L. Moldenhauer
Anthony Nudo*

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on March 29, 2010.

C. REFERRED TO COMMITTEE

C-1 Preliminary Report/Final Resolution for Project 10-1017 New Road Construction (39th Avenue - 30th Street to 24th Street). **(District 5) PUBLIC HEARING**

C-2 Preliminary Report/Final Resolution for Project 10-1021 New Road Construction (27th Street - 47th Avenue to 43rd Avenue). **(District 5) PUBLIC HEARING**

C-3 Change Order #1 for Project 08-1017 38th Street Reconstruction Phase I (38th Street – I94 to CTH S). **(District 16)** *(also referred to Finance Committee)*

C-4 To Amend the City of Kenosha Capital Improvement Program for 2009 By Increasing Line ST93-002 “Resurfacing” in the Amount of \$250,000; Increasing Line CO05-001 “104th Avenue” in the Amount of \$120,000 and Reducing Line CO02-001 “75th Street” in the Amount of \$370,000 For a Net Change of \$0. *(also referred to Finance Committee)*

C-5 Resolution to approve a four-lot Certified Survey Map to be located at the northeast corner of Green Bay Road and Washington Road. (Gendell Partners) **(District 16)** *(City Plan Commission – vote pending)*

C-6 Development Agreement by and between Gendell Partners Kenosha, LLC and the City of Kenosha and the Kenosha Water Utility. (CVS/Kenosha Gateway) **(District 16)** *(City Plan Commission – vote pending)*

C-7 To Amend Resolution #142-09 for a two-lot Certified Survey Map for property at 7201 Green Bay Road. (Wood Place/Kenosha Medical) **(District 17)** *(City Plan Commission – vote pending)*

INFORMATIONAL:

1. Project Status Report
2. Recognition of Aldermen Donald K. Holland and Don L. Moldenhauer

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS
COMMITTEE

ALDERMAN COMMENTS

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

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

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, MARCH 29, 2010
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana

Ray Misner
Don L. Moldenhauer
Anthony Nudo

The regular meeting of the Public Works Committee was held on Monday, March 29, 2010 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Patrick Juliana, and Anthony Nudo. Alderman Don L. Moldenhauer arrived during discussion of Item C-4 and Alderman Ray Misner arrived during discussion of Item C-2. The meeting was called to order at 5:03 PM. Staff members in attendance were Ron Bursek and Mike Lemens.

A-1 Approval of minutes of special meeting held on March 15, 2010.

It was moved by Alderman Nudo, seconded by Alderman Holland to approve minutes. Motion passed 4-0.

It was moved by Alderman Nudo, seconded by Alderman Juliana to take Item C-4 out of order. Motion passed 4-0.

C-4 Resolution – To Declare the Collapse of Pike Creek Piped Segment a Public Emergency. **(District 2)**

It was moved by Alderman Nudo, seconded by Alderman Moldenhauer to approve resolution. Motion passed 5-0.

C-1 Resolution – Intent to Assess for Hazardous Sidewalk & Driveway Approach Only for Project 10-1016 Resurfacing Phase III (53rd Street - 26th Avenue to 22nd Avenue). **(District 7)**

It was moved by Alderman Nudo, seconded by Alderman Moldenhauer to approve resolution. Motion passed 5-0.

C-2 Award of Contract for Project 10-1541 KPM HVAC Rooftop Compressor Replacement (5500 First Avenue) to Grunau Company, Oak Creek, Wisconsin in the amount of \$41,500.00. **(District 2)** *(Museum Board approved unanimously)*

It was moved by Alderman Holland, seconded by Alderman Juliana to approve award. Motion passed 6-0.

C-3 Acceptance of Project 09-1526 Simmons Library Improved Restroom Access (711 59th Place) which has been satisfactorily completed by Magill Construction Company, Elkhorn, Wisconsin, in the amount of \$103,652.00. **(District 2)**

It was moved by Alderman Juliana, seconded by Alderman Holland to approve acceptance. Motion passed 6-0.

INFORMATIONAL ITEM: Project Status Report

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:27 pm.*

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

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

WHEREAS, on the 19th day of April, 2010, 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:

39th Avenue - 30th Street to 24th Street

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.60(16), 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") on or before the 14th day of May, 2010, 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 66.60(15), 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 19th day of May, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

Date: _____

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
07-222-23-405-001-0		1998.000	\$7,592.40
PROPERTY ADDRESS		4" CONC NEW 999.00SF @ \$3.80 = \$3796.20	
CHURCH OF THE NAZARENE		ADDITIONAL 999.00 @ \$3.80 = \$3796.20	
3910 027 ST		NUMBER OF SQUARES 125	

MAIL TO ADDRESS	LEGAL DESCRIPTION
CHURCH OF THE NAZARENE	PT SE 1/4 SEC 23 T 2 R 22 BEG
2926 34TH ST	664.647 FT S & 40.01 FT W OF
KENOSHA, WI 53140	NE COR SD 1/4 SEC TH W 250.13
	FT S 626.55 FT TO PROPOSED N
	LN 27TH ST TH E 267.57 FT N
	624.71 FT TO POB 1980
	ANNEXATION ORD #70-79 1980 VOL
	1060 P 315 3.717 AC M/L

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
07-222-23-405-001-0		1127.000	\$4,282.60
PROPERTY ADDRESS		4" CONC NEW 999.00SF @ \$3.80 = \$3796.20	
CHURCH OF THE NAZARENE		ADDITIONAL 128.00 @ \$3.80 = \$486.40	
3910 027 ST		NUMBER OF SQUARES	

MAIL TO ADDRESS	LEGAL DESCRIPTION
CHURCH OF THE NAZARENE	PT SE 1/4 SEC 23 T 2 R 22 BEG
2926 34TH ST	664.647 FT S & 40.01 FT W OF
KENOSHA, WI 53140	NE COR SD 1/4 SEC TH W 250.13
	FT S 626.55 FT TO PROPOSED N
	LN 27TH ST TH E 267.57 FT N
	624.71 FT TO POB 1980
	ANNEXATION ORD #70-79 1980 VOL
	1060 P 315 3.717 AC M/L

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 475.000 \$1,805.00
07-222-24-350-020-0

4" CONC NEW 475.00SF @ \$3.80 = \$1805.00
NUMBER OF SQUARES 19

PROPERTY ADDRESS
PAUL R EVANS
2621 039 AV

MAIL TO ADDRESS
PAUL R EVANS
2621 39TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 1 CSM#2010 DOC#1081424
PT SW 1/4 SEC 24 T2 R22 ANNEX
ORD# 52-97 DOC#1073705
(1998 PT 07-222-24-350-019)
(1998 PR 80-4-222-243-0190)
DOC#1119110 .23 AC
DOC#1157608

PARCEL NUMBER LOT 1030.000 \$3,914.00
07-222-24-350-021-0

4" CONC NEW 999.00SF @ \$3.80 = \$3796.20
ADDITIONAL 31.00AR @ \$3.80 = \$117.80
NUMBER OF SQUARES 41

PROPERTY ADDRESS
STEVEN MITCHELL
2629 039 AV

MAIL TO ADDRESS
STEVEN MITCHELL
2424 14TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 2 CSM#2010 DOC#1081424
PT SW 1/4 SEC 24 T2 R22 ANNEX
ORD# 52-97 DOC#1073705
(1998 PT 07-222-24-350-019)
(1998 PR 80-4-222-243-0190)
.5 AC

STREET TOTAL 10,565.00 \$40,147.00

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

FINAL RESOLUTION AUTHORIZING IMPROVEMENTS IN STREET
RIGHT-OF-WAY AND
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
(permanent pavement and/or curb and gutter and/or grading and graveling and/or
sidewalks and/or driveway approaches)

WHEREAS, the Common Council of the City of Kenosha, Wisconsin held a public hearing at the Council Chambers in the Municipal Building, 625 52nd Street on the 19th day of April, 2010 concerning the preliminary resolution and report of the Board of Public Works (Public Works Committee) on the proposed improvement in the street right-of-way, with construction of permanent pavement and/or curb and gutter and/or grading and graveling and/or sidewalks and/or driveway approaches:

27th Street - 47th Avenue to 43rd Avenue

and has heard all persons desiring audience at such hearing: A hearing was also held before the Board of Public Works (Public Works Committee) on the 12th day of April, 2010 and all persons desiring audience at such hearing were heard.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha as follows:

1. That the report of the Board of Public Works (Public Works Committee) pertaining to the construction of the above described public improvements in street right-of-way, including plans and specifications therefore, as modified, is hereby adopted and approved.
2. That the Director of Public Works is directed to advertise for bids and to carry out the work of such improvements in accordance with the report of the Board of Public Works (Public Works Committee).
3. That payment for said improvements be made by assessing the cost to the property benefited, as indicated in said report.
4. That assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed.
5. That the assessments for all projects included in said report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

6. That the assessment for permanent pavement and/or curb and gutter, and/or grading and graveling and/or sidewalks and/or driveway approaches may be paid in a lump sum or in ten (10) annual installments, at the election of the property owner which will be placed on the tax roll to bear interest at the rate of 7.5% per annum on the unpaid balance; and,

7. That the City Clerk shall publish this resolution as a Class I notice in the official newspaper of the City.

8. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Adopted this 19th day of April, 2010.

APPROVED

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PAVING 99.270	\$174.00	\$21,243.78
G & G 99.270	\$40.00	
SIDEWK		

PROPERTY ADDRESS
 ACHILLE L & JUDY D RICCHIO
 4612 027 ST

MAIL TO ADDRESS
 ACHILLE L & JUDY D RICCHIO
 3706 25TH ST
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 34 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T 2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399295

PAVING 78.000	\$174.00	\$16,692.00
G & G 78.000	\$40.00	
SIDEWK		

PROPERTY ADDRESS
 FRANK SARTOR
 4400 027 ST

MAIL TO ADDRESS
 FRANK SARTOR
 4908 32ND AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 4 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399300

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PAVING 80.000	\$174.00	\$17,120.00
G & G 80.000	\$40.00	
SIDEWK		

PROPERTY ADDRESS
 ACHILLE L & JUDY D RICCHIO
 4604 027 ST

MAIL TO ADDRESS
 ACHILLE L & JUDY D RICCHIO
 3706 25TH ST
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 33 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T 2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399295

PAVING 78.000	\$174.00	\$16,692.00
G & G 78.000	\$40.00	
SIDEWK		

PROPERTY ADDRESS
 FRANK SARTOR
 4336 027 ST

MAIL TO ADDRESS
 FRANK SARTOR
 4908 32ND AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 3 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399300

PARCEL NUMBER	LOT	PAVING	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
07-222-23-430-032-0		80.000		\$174.00	\$17,120.00
		G & G	80.000	\$40.00	
		SIDEWK			

PROPERTY ADDRESS
 JONATHAN NEWELL II LLC
 4526 027 ST

MAIL TO ADDRESS
 JONATHAN NEWELL II LLC
 4017 55TH ST
 KENOSHA, WI 53144-2772

LEGAL DESCRIPTION
 LOT 32 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T 2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399298
 DOC#1421750

PARCEL NUMBER	LOT	PAVING	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
07-222-23-430-002-0		78.000		\$174.00	\$16,692.00
		G & G	78.000	\$40.00	
		SIDEWK			

PROPERTY ADDRESS
 BILL WADDLE & KURT CHARTIER
 4328 027 ST

MAIL TO ADDRESS
 BILL WADDLE
 2915 24TH ST
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 LOT 2 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399303
 DOC#1574107

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PAVING 140.000	\$174.00	\$33,096.00
G & G 140.000	\$40.00	
SIDEWK 700.000	\$4.48	

PROPERTY ADDRESS
 ERIC D SMITH & LYNDA K MARRAZZO-MA
 2618 045 AV

40 FT CORNER LOT ADJUSTMENT (\$8,560)
 TO BE CREDITED TO ASSESSMENT

MAIL TO ADDRESS
 ERIC D SMITH
 LYNDA K MARRAZZO-MATTEUCCI
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 30 RAVEN HILL ESTATES SUB
 NW 1/4 OF SE 1/4 SEC 23 T2 R22
 V1406 P452 1991 (PT 80-4-222
 -234-0560-0)
 DOC#1026899
 DOC#1087199
 DOC#1213607
 DOC#1402367

PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
07-222-23-450-002-0		PAVING1096.150	\$174.00	\$251,577.39
		G & G 1096.150	\$40.00	
		SIDEWK1096.150	\$15.51	

PROPERTY ADDRESS
TIRABASSI INVESTMENTS LLP
2701 047 AV

ASSESSMENT FOR RIGHT-OF-WAY ACQUISITION
1096.15 LF AT 15.51/LF

MAIL TO ADDRESS
TIRABASSI INVESTMENTS LLP
2222 63RD ST, SUITE 2A
KENOSHA, WI 53143-4352

LEGAL DESCRIPTION
PT OF N 1/2 OF SW 1/4 OF SE 1/4
SEC 23 T 2 R 22 COM 664.71 FT N
OF SW COR SD 1/4 TH N 664.70 FT
THE E ALG N LN OF S 1/2 OF 1/4
1139.12 FT TO W LN 43RD AVE AS
DEDICATED V 1389 P 95 TH S ALG
43RD AVE 634.64 FT TO N LN
ROSEWOOD SUB TH W ALG SUB 1135.93
FT TO POB EXC W 33 FT FOR 47TH AVE
ALSO EX PORTION OF 27TH ST DEDICAT
IN V 1384 P 168 ANNEX ORD 1-94
(1995 ANNEX 80-4-222-234-0600)
(2010 PT 07-222-23-450-001)
V 1013 P 279 17.4 AC
DOC #951448
DOC#1249147

	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	PAVING 89.380	\$174.00	\$21,129.43
07-222-23-430-007-0		G & G 89.380	\$40.00	
		SIDEWK 446.900	\$4.48	

40 FT CORNER LOT ADJUSTMENT (\$8560) TO
BE CREDITED TO ASSESSMENT

PROPERTY ADDRESS
JHN PROPERTIES LLC
2615 045 AV

MAIL TO ADDRESS
JHN PROPERTIES LLC
209 S TAFT ST
WHITEWATER, WI 53190

LEGAL DESCRIPTION
LOT 7 IN RAVEN HILLS ESTATES
PT NW 1/4 OF SE 1/4 SEC 23 T2
R 22 V1406 P452
1991 (PT 80-4-222-234-0560)
V 1621 P 426
DOC#1013179
DOC#1027089
DOC#1033074
DOC#1105431
DOC#1545113
DOC#1545114

		FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
PARCEL NUMBER	LOT	PAVING	78.000	\$174.00	\$16,692.00
07-222-23-430-006-0		G & G	78.000	\$40.00	
		SIDEWK		\$4.48	

PROPERTY ADDRESS
 JONATHAN NEWELL II LLC
 4416 027 ST

MAIL TO ADDRESS
 JONATHAN NEWELL II LLC
 4017 55TH ST
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 6 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399298
 DOC#1421750

PARCEL NUMBER	LOT	PAVING	78.000	\$174.00	\$16,692.00
07-222-23-430-005-0		G & G	78.000	\$40.00	
		SIDEWK		\$4.48	

PROPERTY ADDRESS
 FRANK SARTOR
 4406 027 ST

MAIL TO ADDRESS
 FRANK SARTOR
 4908 32ND AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 5 RAVEN HILL ESTATES SUB
 NW 1/4 SE 1/4 SEC 23 T2 R 22
 (1991 PT 80-4-222-234-0560)
 V1406 P 452
 DOC#1395420
 DOC#1399300

PAVING	2,132.80	\$371,107.20
GRAVEL	2,132.80	\$85,312.00
SIDEWK	2,243.05	\$22,139.40
STREET TOTAL	6,508.65	\$478,558.60

	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PAVING	2,132.800		\$371,107.20
GRAVEL	2,132.800		\$85,312.00
SIDEWK	2,243.050		\$22,139.40
GRAND TOTALS PARCELS 13 FOOTAGE	6,508.650	TOTAL COST	\$478,558.60

SUMMARY REPORT

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PROJECT	LOCATION	YEAR(S)	NO OF CON	SIZE	TOTAL ASMT.
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			TOTALS	0	.00

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: 38th Street Reconstruction Phase I
Project Number: 08-1017
C.I.P. Line Item: CO-08-002
Purchase Order #: 90723
Contractor: Lalonde Contractors, Inc.
Public Works Committee Action: April 12, 2010
Finance Committee: April 19, 2010
Date of Common Council Action: April 19, 2010

City and contractor agree that the above contract is amended by increasing the amount of the contract by **\$6,899.21** from **\$953,000.00** to **\$959,899.21**.

This change order is approved by:

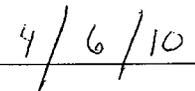
CONTRACTOR



Mark Lalonde

CITY OF KENOSHA, MAYOR

DATE



DATE



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

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

C-4

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

April 8, 2010

To: G. John Ruffolo, Chairman
Public Works Committee

Cc: David Bogdala, Alderman, District #17
Tod Ohnstad, Alderman, District #6

From: Ron Bursek, P.E. 
Director of Public Works

Subject: Public Works, C.I.P. Line Item Amendment

BACKGROUND/ANALYSIS

Attached is a Proposed Line Item Transfer for your consideration. The proposed funds are the result of significant cost savings on the 75th Street – 38th Ave to 7th Ave project due to constructing the corridor in one year as opposed to two years as originally planned. These savings were immediately recognized by this committee last year and by a unanimous decision it was moved to transfer \$110,000 towards two new projects; 30th Street - 80th Street to 89th Street and 80th Street – 30th Ave to 39th Ave (both ARRA projects). Additionally, this committee transferred \$230,000 towards the 2009 resurfacing program.

Now, since the 75th Street project is nearing final completion, Public Works has taken another opportunity to re-evaluate the remaining funds available to complete the project. As a result we have determined that an additional \$370,000 can be used for other roadway improvements. Public works intends to add the following projects to the 2010 program:

1. 22nd Avenue from 35th Street to 38th Street – Engineers estimate is \$250,000
2. Add additional funds to improve 104th Avenue from 69th St. to 1,378 ft. North – Engineers estimate is \$120,000

RECOMMENDATION

Approve the CIP Line Item Amendment to allow the extra work and recommend to the Common Council that it be approved.

KKR:kkkr

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2009
By Increasing Line ST93-002 "Resurfacing" in the Amount of \$250,000; Increasing
Line CO05-001 "104th Avenue" in the Amount of \$120,000 and Reducing
Line CO02-001 "75th Street" in the Amount of \$370,000
For a Net Change of \$0

WHEREAS, the City of Kenosha would like to do resurfacing of 22nd Avenue from 35th Street
to 38th Street and additional funding is needed for the 104th Avenue project; and

WHEREAS, the 75th Street project will require less funding from the city; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved
by the Public Works Committee on April 12, 2010 and the Finance Committee on April 19, 2010;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
CO02-001	75 th Street from 22 nd Ave. to 7 th Avenue (2009)	3,408,000	-370,000	3,038,000
ST93-002	Resurfacing(2009)	0	250,000	250,000
CO05-001	104 th Avenue (2009)	0	120,000	120,000

Adopted this _____ day of _____ 2010

Approved:

KEITH G. BOSMAN, MAYOR

MICHAEL HIGGINS, CITY CLERK-TREASURER

(CIPST93-2 & CO05-1.4.7.10/RES10)

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 8, 2010	Item 1
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Resolution to approve a four-lot Certified Survey Map to be located at the northeast corner of Green Bay Road and Washington Road, District #16. (Gendell Partners) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: Northeast corner of Green Bay Road and Washington Road
 Zoned: B-2 Community Business District

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:

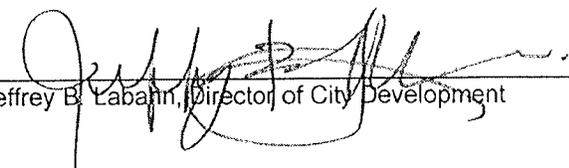
- In conjunction with a Conditional Use Permit application for a pharmacy as part of a larger shopping center, the applicant is proposing to divide the existing lot into four (4) lots.
 - Lot 2 will be the proposed pharmacy.
 - Lots 1, 3 and 4 could be built on or further subdivided in the future depending on the size of the user.
- The Certified Survey Map limits the access on 35th Street and Washington Road and prohibits access on Green Bay Road.
- A Developers Agreement for public infrastructure improvements has been drafted by the City and is included on this agenda.
- The Certified Survey Map has been sent to City departments for their review. Their comments are included in the attached Resolution.
- The plans generally comply with Chapter 17 of the Code of General Ordinances.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map, subject to the Conditions on the attached Resolution.



 Brian R. Wilke, Development Coordinator
 1CPC/2010/April8/fact-csm-gendell



 Jeffrey B. Labahn, Director of City Development

RESOLUTION NO: ____ - 10

BY: THE MAYOR

TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP
Property at the Northeast corner of Green Bay Road and Washington Road (Gendell Partners)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one parcel located at the northeast corner of Green Bay Road and Washington Road is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and storm water utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. Dimensions from the quarter section corner to the point of beginning is different between the map and legal description. Please revise.
7. The curve labeled "C1" on the title page does not correspond to the curve labeled "C1" in the curve data table. The curve data table lists curve "C11", but no "C11" is shown on either page 1 or page 2. The Arc length of curve "C11" in the curve data table differs from the Arc length shown in the legal description.
8. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2010

ATTEST:

Debra L. Salas, Deputy City Clerk

APPROVE:

Keith G. Bosman, Mayor

CITY OF KENOSHA

Vicinity Map

Gendell Partners - Certified Survey Map

Site

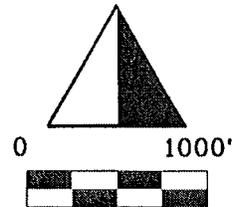
Town of Somers

Town of Somers

Town of Somers

----- Municipal Boundary

NORTH



**Land Division Application
City of Kenosha, Wisconsin**

Applicant Information

Owner's Name and Address:

Gendell Partners Kenosha, LLC
3201 Old Glenview Rd, Suite 300
Wilmette, IL 60091

Developer's Name and Address (if applicable):

Terraco, Inc.
3201 Old Glenview Rd., Suite 300
Wilmette, IL 60091

Phone: 847 / 679 - 6660

Phone: 847 / 679 - 6660

Property Information

Type of Land Division (check one):

Preliminary Plat Final Plat Certified Survey Map Lot Line Adjustment Survey

Name of Subdivision (if applicable):

Location of Land Division (street address or parcel number):

PIN # 08-222-27-101-105

Number of Lots to be Created:

4

Proposed Use of Property:

Single-family Two-family
 Multi-family Commercial Industrial

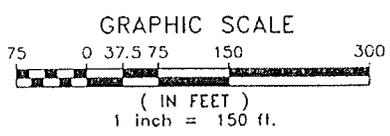
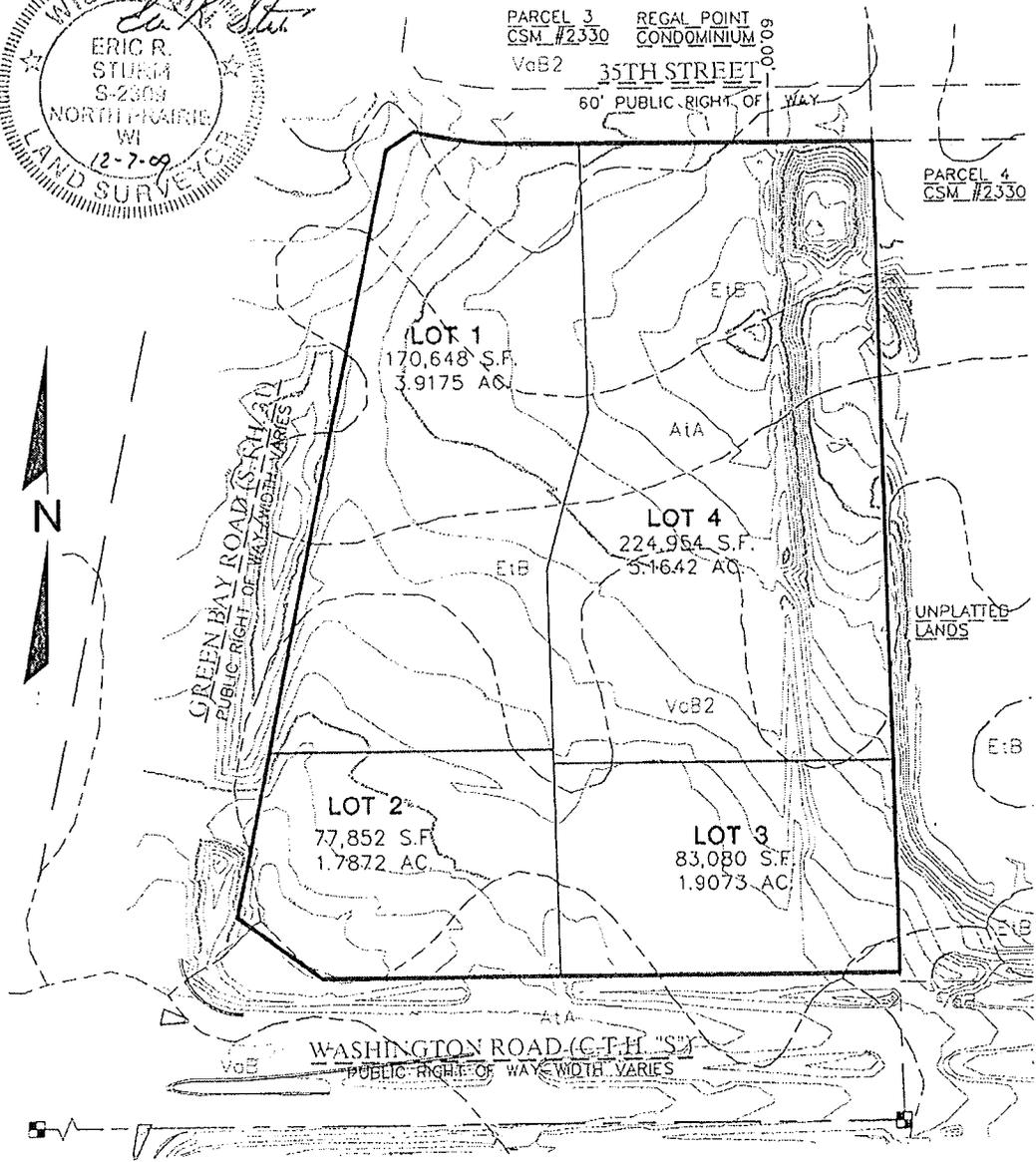
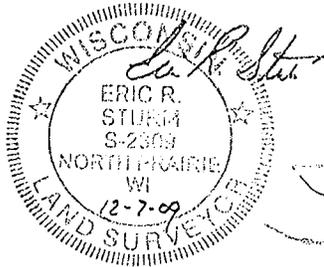
**Prior to submitting this application to the Department of City Development,
please review the attached list of fees and requirements.**

The completed application and all required plans and information are to be submitted to:

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140
262.653.4030 / 262.653.4045 (fax)

CERTIFIED SURVEY MAP NO. _____

A division of Parcel 2 of Certified Survey Map No. 2330 being part of the Southeast 1/4 of the Northeast 1/4 Section 27, Town 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin.



R.A. Smith National, Inc.
*Beyond Surveying
and Engineering*

16745 W Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com
S:\516471\mdugh\CS111\1511.dwg\CS102L15H
SHEET 3 OF 5

CERTIFIED SURVEY MAP NO. _____

A division of Parcel 2 of Certified Survey Map No. 2330 being part of the Southeast 1/4 of the Northeast 1/4 of Section 27, Town 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

:SS

WAUKESHA COUNTY)

I, ERIC R. STURM, registered land surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Parcel 2 of Certified Survey Map No. 2330 being part of the Southeast 1/4 of the Northeast 1/4 of Section 27, Town 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southeast corner of the Northeast 1/4 of Section 27; thence North 01°37'06" West along the East line of said Northeast 1/4 Section 160.04 feet to a point on the North line of Washington Road (C.T.H. S) and the point of beginning of the lands to be described; thence South 89°44'45" West along said North line 618.56 feet to a point; thence North 54°00'53" West along said north line 112.92 feet to a point on the East line of Green Bay Road (S.T.H. 31); thence North 11°12'13" East along said East line 845.00 feet to a point; thence North 56°12'13" East along said East line 35.36 feet to a point on the South line of 35th Street; thence South 78°47'47" East along said South line 25.00 feet to a point; thence Southeasterly 83.61 feet along said South line and the arc of a curve whose center lies to the North, whose radius is 425.00 feet, and whose chord bears South 84°25'56" East 83.48 feet to a point; thence North 89°55'54" East 383.34 feet to a point on the East line of the Northeast 1/4 of Section 27; thence South 01°37'06" East along said East line 900.03 feet to the point of beginning. Containing 556.537 square feet, 12.7763 acres.

THAT I have made this survey, land division and map by the direction of the GENDELL PARTNERS KENOSHA LLC, owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Regulations of the City of Kenosha in surveying, dividing and mapping the same.

DECEMBER 7, 2009
DATE

ERIC R. STURM
S-2309
NORTH PRAIRIE
WI

Eric R. Sturm
ERIC R. STURM
REGISTERED LAND SURVEYOR S-2309

(SEAL)

CERTIFIED SURVEY MAP NO. _____

A division of Parcel 2 of Certified Survey Map No. 2330 being part of the Southeast 1/4 of the Northeast 1/4 of Section 27, Town 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

GENDELL PARTNERS KENOSHA LLC, a corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin as owner, certifies that said corporation caused the land described above to be surveyed, divided, and mapped as represented on this map in accordance with the Ordinances of the City of Kenosha.

GENDELL PARTNERS KENOSHA LLC, does further certify that this map is required by S 236.10 or 236.12 to be submitted to the following for approval or objection: City of Kenosha.

IN Witness Whereof, GENDELL PARTNERS KENOSHA LLC, as has caused these presents to be signed by _____, this ____ day of _____, 20____

GENDELL PARTNERS KENOSHA LLC

STATE OF WISCONSIN) :SS
_____ COUNTY)

PERSONALLY came before me this _____ day of _____, 20____ the above named _____ for the GENDELL PARTNERS KENOSHA LLC, known to be the person who executed the foregoing instrument as such officer, by its authority.

_____(Seal)
Notary Public, State of Wisconsin
My commission expires _____
My commission is permanent.

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED, that the Certified Survey Map in the City of Kenosha, GENDELL PARTNERS KENOSHA LLC, owner of said land, is hereby approved by the Common Council of the City of Kenosha.

APPROVED: _____
MAYOR KEITH G. BOSMAN

I HEREBY certify that the foregoing is a copy of Resolution Number _____, adopted by the Common Council of the City of Kenosha.

CITY CLERK: _____
MIKE HIGGINS



THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM,
REGISTERED LAND SURVEYOR S-2309 Sheet 5 of 5 Sheets

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 8, 2010	Item 2
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Development Agreement by and between Gendell Partners Kenosha, LLC and the City of Kenosha and the Kenosha Water Utility, Alderman #16. (CVS/Kenosha Gateway)

LOCATION/SURROUNDINGS:

Site: Northeast corner of Green Bay Road and Washington Road

NOTIFICATIONS/PROCEDURES:

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

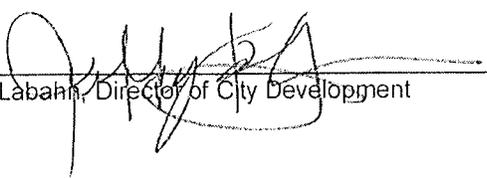
ANALYSIS:

- The Developer will be making various public improvements to Washington Road and the intersection of 56th Avenue and Washington Road. These improvements require a Developers Agreement as stated in the approved Conditional Use Permit. The Agreement identifies the required improvements and timing of the improvements.
- A traffic signal will be installed at 56th Avenue and Washington Road at a future date when traffic warrants are met. The Developer is responsible for the signal.
- City departments have reviewed the Agreement. Final construction plans must be approved by City departments and the Kenosha County Highway Department, which has jurisdiction of Washington Road.
- All internal roads within the development are private.

RECOMMENDATION:

A recommendation is made to approve the Agreement.


 Rich Schroeder, Assistant City Planner
 1CPC/2010/April8/fact-devagree-ken gateway


 Jeffrey B. Labahn, Director of City Development

DEVELOPERS AGREEMENT
By and Between
**Gendell Partners Kenosha, LLC and
the City of Kenosha, Wisconsin and
the Kenosha Water Utility
CVS/Kenosha Gateway**

This Developers Agreement, hereinafter referred to as **AGREEMENT**, is made by and between Gendell Partners, LLC, 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 12.78 acres of real estate in City, which is legally described on Exhibit "A-1" and shown on Certified Survey Map Exhibit "A-2", which is attached hereto and made a part hereof, hereinafter referred to as **REAL ESTATE**; and

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

WHEREAS, **REAL ESTATE** is zoned B-2 and AIR-4 at the time of execution of this **AGREEMENT**; and

WHEREAS, the Plan Commission of **CITY** has approved a Conditional Use Permit for Phase 1 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 subject to the guidelines of **AGREEMENT**; 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, 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 complete the required off-site public improvements to Washington Road, and the intersection of Washington Road and 56th Avenue, as required by Kenosha County Highway Department shown in Exhibit B.
2. **DEVELOPER** shall provide to the **CITY** and/or **UTILITY** all Easements for utilities as required by **CITY** and/or **UTILITY**.
3. **DEVELOPER** shall not conduct any public 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.

4. **DEVELOPER** shall be responsible for the maintenance of all private roads within **REAL ESTATE**.
5. **DEVELOPER** shall obtain a permit from the Kenosha County Highway Department and complete all improvements to Washington Road, including intersection improvements to Washington Road and 56th Avenue, as shown on Exhibit "B" and present the improvements to Kenosha County for acceptance prior to the issuance of any building occupancy permits.

B. Sidewalks/Bike Trail

1. **DEVELOPER**, except as hereafter provided, shall construct and install, at its cost and expense, sidewalks in **REAL ESTATE**, in accordance with Exhibit "B". The sidewalks shall be five (5') feet in width, using four (4") inches of Portland cement concrete over a two (2") inch aggregate base, except that portion of sidewalk running through the driveway approach which should be six (6") inches thick. Sidewalks shall be installed prior to issuance of occupancy permits. In the event the sidewalk is not installed prior to issuance of a certificate of occupancy, the **DEVELOPER**, shall provide **CITY** with an assurance in an amount determined by the City Engineer.
2. **DEVELOPER** shall construct bike/pedestrian path as shown on Exhibit "B" prior to the issuance of any Occupancy Permits for any buildings on Lot 4 of **REAL ESTATE**.

C. 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 Exhibit "B", 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. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** sanitary sewerage system.
3. **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.
4. **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 nonconformance;
 - 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) 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.

- 5. Sanitary sewer service shall be subject to applicable user and impact fees as required by City Ordinance.

D. 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 Exhibit "B", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources.
- 2. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** water supply system.
- 3. **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.
- 4. **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 nonconformance;
 - 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) 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.

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

E. 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**. Storm and surface water drainage shall be in accordance with any applicable master plan for the area served, in accordance with Exhibit "B" and in accordance with **CITY** criteria for design of storm sewers. Tracer wires shall be installed on all storm sewer laterals serving buildings per City of Kenosha specifications.
2. **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**.
3. 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.

DEVELOPER, or the owner's association, shall be responsible for maintenance, replacement or repair of all 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** and **UTILITY** 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.

4. **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 nonconformance;
 - 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.

5. 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.

6. 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.
7. **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 **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.

F. Landscaping

1. **DEVELOPER** shall at its cost and expense, furnish, install, and provide landscaping within **REAL ESTATE** in conformity with the Tree Planting Plan attached as Exhibit "B". 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, dead trees, branches, brush, tree trunks, shrubs, and other natural growth that are inconsistent with approved plans. Applicant shall obtain Raze permits from **CITY** prior to removing any structures. **DEVELOPER** shall remove the existing off-premise signs and notify **CITY** once they are removed.
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.

G. 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 "B". The use of wood poles for lighting is prohibited.

H. Public Street Signs, Regulatory Signs, Traffic Signals

1. **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 **REAL ESTATE**, within thirty (30) days after being billed therefor.
2. **DEVELOPER** shall be responsible for all costs and the installation of the future traffic signal at Washington Road and 56th Avenue. Traffic signal and related improvements shall be installed when traffic warrants are met and per the December 14, 2009 letter from Kenosha County Highway Department, Exhibit "C".

I. Grading

1. All lots shall be graded to within six (6") inches of final grade at the lot lines and the interior of the lots must be graded to drain with no area at less than a 0.50% grade, except for building pads. Stabilization of the interior lot areas by seeding and mulching shall be done within seven (7) days of grading and "as-built" Grading Plan shall be submitted for approval by **CITY** and is subject to verification by **CITY** prior to the issuance of any building permits. **DEVELOPER** shall grade **REAL ESTATE** in conformity with Exhibit "B".

J. 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 and shall be removed prior to the issuance of any Final Occupancy permits.
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 performed by and paid for by **DEVELOPER**.
3. **UTILITY** 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 completion of the sanitary sewer and water work covered under this **AGREEMENT**. **DEVELOPER** shall reimburse **UTILITY** for all costs for outside testing services.
4. **DEVELOPER** shall complete a tv inspection of the completed sanitary sewer

system. The tv 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 tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

UTILITY reserves the right to perform the tv inspection of the sanitary sewer system with **DEVELOPER** reimbursing the **UTILITY** for the cost of inspection.

5. **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.

6. **DEVELOPER** shall complete a tv inspection of the completed storm sewer system. The tv 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 tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

CITY reserves the right to perform the tv inspection of the storm sewer system with **DEVELOPER** reimbursing the **CITY** for the cost of inspection.

7. **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**.

8. **DEVELOPER** shall provide final improvement plans for Exhibit "B" and obtain **CITY** and **UTILITY** approval prior to the construction of **REAL ESTATE**.

9. 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.

10. At the time a preliminary grading or mass grading erosion control permit is issued, the **DEVELOPER** shall post a cash assurance with the **CITY** in the amount of Five Thousand (\$5,000) Dollars to guarantee that the conditions of the erosion control permit and Chapter XXXIII of the Code of General Ordinances 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. If the cash assurance is depleted prior to completion of the project, the **DEVELOPER** shall post another cash assurance in the same amount. The cash assurance shall be refunded to the **DEVELOPER** once all streets and stormwater drainage improvements are accepted by the **CITY**.

11. The finished or final yard elevation and slope around the perimeter of the entire building site area, shall be final graded, finished with topsoil and seeded or

sodded to required elevations as shown on the approved building permit plat of survey as submitted at the time of the building permit issuance. A copy of survey, prepared by a Wisconsin registered land surveyor or Wisconsin licensed professional engineer shall be submitted to the **CITY** showing proposed elevations as approved by the **CITY**, and actual final elevations in the following locations:

- a. At the property corners and all corners of the structures; and
- b. At twenty-five (25') foot intervals along each property line.

All other areas within **REAL ESTATE** which are not being developed shall be graded per the approved Drainage Plan and stabilized and seeded prior to any building occupancy.

12. Construction access to the site shall be off of Washington Road. The construction access shall be installed and maintained per City requirements. **DEVELOPER** shall be responsible for obtaining all required permits from Kenosha County prior to installing access.

II. DEDICATION AND ASSURANCE OF COMPLETION OF PUBLIC 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 all private streets within **REAL ESTATE**.
- B. Prior to execution by **CITY** of the **AGREEMENT**, **DEVELOPER** shall deposit with the Clerk-Treasurer of **CITY** an assurance for completion of all public 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** or **UTILITY**, then, upon request of **DEVELOPER**, the Clerk-Treasurer of **CITY** or **UTILITY** 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. Impact Fees

1. **DEVELOPER** shall pay impact fees which are in effect upon obtaining Building permits as specified in Chapter XXXV of the City Code of General Ordinances and **AGREEMENT**.

C. Grade

1. **DEVELOPER** shall furnish **CITY** with final Engineering Plans on reproducible Mylar, and digital format, a final Grading Plan.

D. Notice of Installation and Construction of Public Improvements

1. **DEVELOPER** shall not construct any public or private improvement until the Development Agreement has been approved by the Common Council and Water Board, 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.

E. Assurance

1. Assurance shall mean cash or irrevocable letter of credit approved by the City Attorney.

IV. GUARANTEE OF STREETS, SIDEWALKS AND UTILITIES

- A. **DEVELOPER** shall guarantee any public street, sidewalk, and 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 public 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. In order 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. 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 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 upon satisfaction of all City Conditions of Approval. Ordinances governing City building and occupancy permits shall be applicable as they exist on the date of permit issuance.

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. Following execution of AGREEMENT by all parties and after obtaining approval from CITY and UTILITY, DEVELOPER may perform rough grading work on any portion of REAL ESTATE, subject to the requirements of Chapter XXXIII of the City Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code," and upon approval of a drainage plan and all required exhibits by CITY and posting of all required assurances and execution of this agreement by all parties and obtaining all required permits.
- C. 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: Scott Gendell, Manager
Gendell Partners Kenosha, LLC
3201 Old Glenview Road – Suite 300
Wilmette, IL 60091

- 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

- A. 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 _____ day of _____, 2010.
- B. **CITY** enters into this **AGREEMENT** by authority of action taken by its Common Council on the _____ day of _____, 2010.
- C. **UTILITY** enters into this **AGREEMENT** by authority of action taken by its Board on the _____ day of _____, 2010.

X. EXHIBITS

The exhibits to AGREEMENT listed below are made a part of AGREEMENT, as approved by CITY and UTILITY.

- Exhibit A-1: Legal Description
- Exhibit A-2: Certified Survey Map
- Exhibit B: Conditional Use Permit Plans
- Exhibit C: Kenosha County Highway Department Letter dated December 14, 2009

XI. EXECUTION

This AGREEMENT is executed as follows:

A. By DEVELOPER on the _____ day of _____, 2010.

Scott Gendell, Manager
Gendell Partners Kenosha, LLC

STATE OF WISCONSIN)
 : SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, the above-named *Scott Gendell*, to me known to be the persons who executed the foregoing instrument and acknowledge same.

Notary Public, _____
My Commission Is/Expires: _____

B. By CITY on the _____ day of _____, 2010.

Keith G. Bosman, Mayor

Michael Higgins, City Clerk-Treasurer

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010 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, _____
My Commission Is/Expires: _____

C. By UTILITY on the _____ day of _____, 2010.

Edward St. Peter
General Manager

Don Holland
Board of Water Commissioners Chairman

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, the
above-named *Edward St. Peter and Don Holland*, to me known to be the persons who executed
the foregoing instrument and acknowledge same.

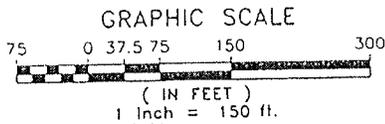
Notary Public, _____
My Commission Is/Expires: _____

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:

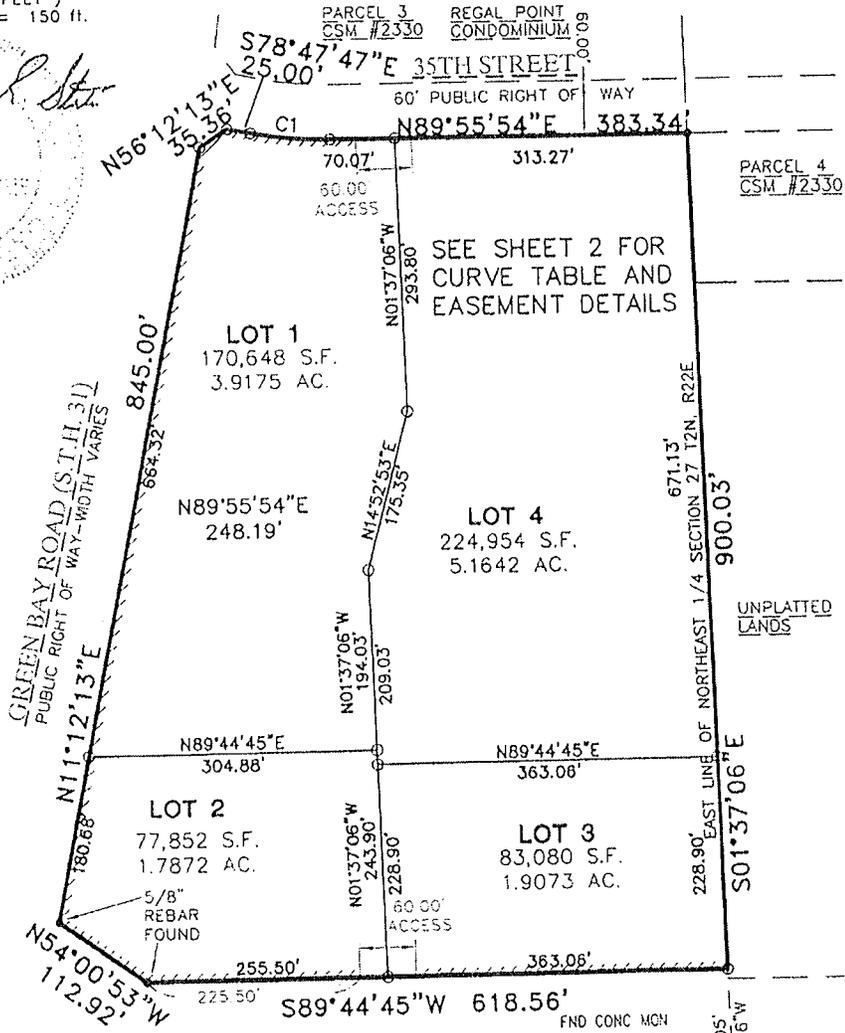
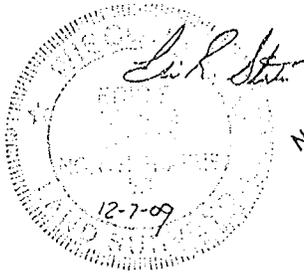
- Exhibit A-1: Legal Description
- Exhibit A-2: Certified Survey Map
- Exhibit B: Conditional Use Permit Plans
- Exhibit C: Kenosha County Highway Department Letter dated December 14, 2009

CERTIFIED SURVEY MAP NO. _____

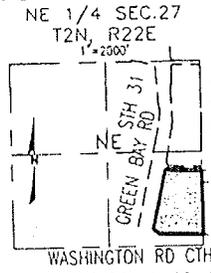
A division of Parcel 2 of Certified Survey Map No. 2330 being part of the Southeast 1/4 of the Northeast 1/4 Section 27, Town 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin.



- ☐ INDICATES CONCRETE MONUMENT WITH BRASS CAP FOUND
- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.



VICINITY MAP



WASHINGTON ROAD (C.T.H. "S")
PUBLIC RIGHT OF WAY--WIDTH VARIES

SOUTH LINE OF NORTHEAST 1/4 SECTION 27
S89°44'45"W 2652.82' MEAS. (2652.68' SEWRPC)

FND CONC MON W/BRASS CAP
SOUTHWEST CORNER
NORTHEAST 1/4 SECTION 27 T2N, R22E

INDICATES NO ACCESS

VISION CORNERS AND ACCESS RESTRICTIONS EXIST AS IDENTIFIED ON WDOT PLAT OF RIGHT OF WAY PROJECT TO 469(9) DATED NOV. 27, 1963 SHEET 4.2 AND ILLUSTRATED ON CSM NO. 2330. THIS MAP MODIFYS SAID RESTRICTIONS IN CONNECTION WITH WDOT LETTER OF MODIFICATION AND ACCEPTANCE.

R.A. Smith National, Inc.
Beyond Surveying
and Engineering

15745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com
54516411034-gb C51111511-0-gbCS-0111511
SHEET 1 OF 5

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT. BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD'27). THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 2 NORTH, RANGE 22 EAST HAS A BEARING OF N01°37'06"W.

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 8, 2010	Item 3
To Amend Resolution #142-09 for a two-lot Certified Survey Map for property at 7201 Green Bay Road, District #17. (Wood Place/Kenosha Medical) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 7201 Green Bay Road
 Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

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

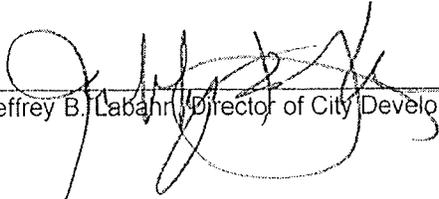
ANALYSIS:

- The Common Council approved this two-lot Certified Survey Map at their meeting on October 19, 2009.
- Condition #4 requires that the Certified Survey Map be recorded within six (6) months of approval. The applicant has not had the chance to record the Certified Survey Map and is requesting a six (6) month extension to the recording time.
- All of the original Conditions of Approval still apply. The applicant has been working to address the conditions and must address all of them prior to the City signing the Certified Survey Map.
- The attached Resolution will amend the original Resolution #142-09 and extend the recording time for an additional six (6) months.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution, subject to the original Conditions.


 Brian R. Wilke, Development Coordinator
 1CPC/2010/Apr8/fact-csm-amd-woodplace


 Jeffrey B. Labahr, Director of City Development

RESOLUTION NO: _____ - 10

BY: THE PUBLIC WORKS COMMITTEE

TO AMEND RESOLUTION #142-09 FOR A TWO-LOT CERTIFIED SURVEY MAP
Property at 7201 Green Bay Road (Wood Place/Kenosha Medical)

WHEREAS, The Common Council of the City of Kenosha, Wisconsin approved Resolution #142-09 relating to a two-lot Certified Survey Map located at 7201 Green Bay Road; and

WHEREAS, the owner of the property is unable to record the Certified Survey Map within the required six (6) month period permitted and has requested a six (6) month extension; and

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that Condition #4 of Resolution #142-09 be amended to read that the Certified Survey Map shall be null and void if not recorded within six (6) months of approval of this amendment by the Common Council.

Adopted this _____ day of _____, 2010

ATTEST: _____
Debra L. Salas, Deputy City Clerk

APPROVE: _____
Keith G. Bosman, Mayor

RESOLUTION NO: 142 - 09

BY: THE MAYOR

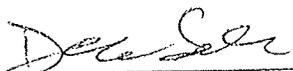
TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP
Property located at 7201 Green Bay Road (Wood Place/Kenosha Medical)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one parcels located at 7201 Green Bay Road is herein and hereby approved subject to the following conditions:

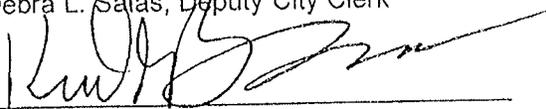
1. Compliance with all applicable State, City and Federal Codes and Ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital Copy of the Certified Survey Map shall be provided to the City prior to recording.
6. The major street setback shall be shown on the Certified Survey Map.
7. Include a note on the Certified Survey Map that states "Parcel 1 and Parcel 2 are restricted to one access point on each parcel to State Trunk Highway 31".
8. A Cross Access Easement shall be provided from the north line of Parcel 1 to the south line of Parcel 2.
9. The existing water and sanitary sewer mains running along STH 31 shall be encompassed in an Easement dedicated to the Kenosha Water Utility. The Easement shall be wide enough to provide a minimum of ten (10') feet between the centerline of the sanitary sewer and the east edge of the Easement.
10. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this 19th day of October, 2009

ATTEST:

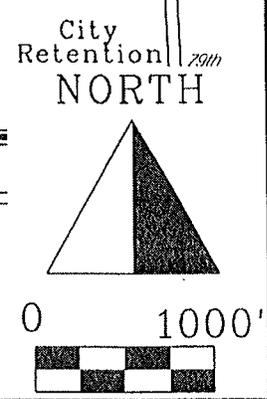
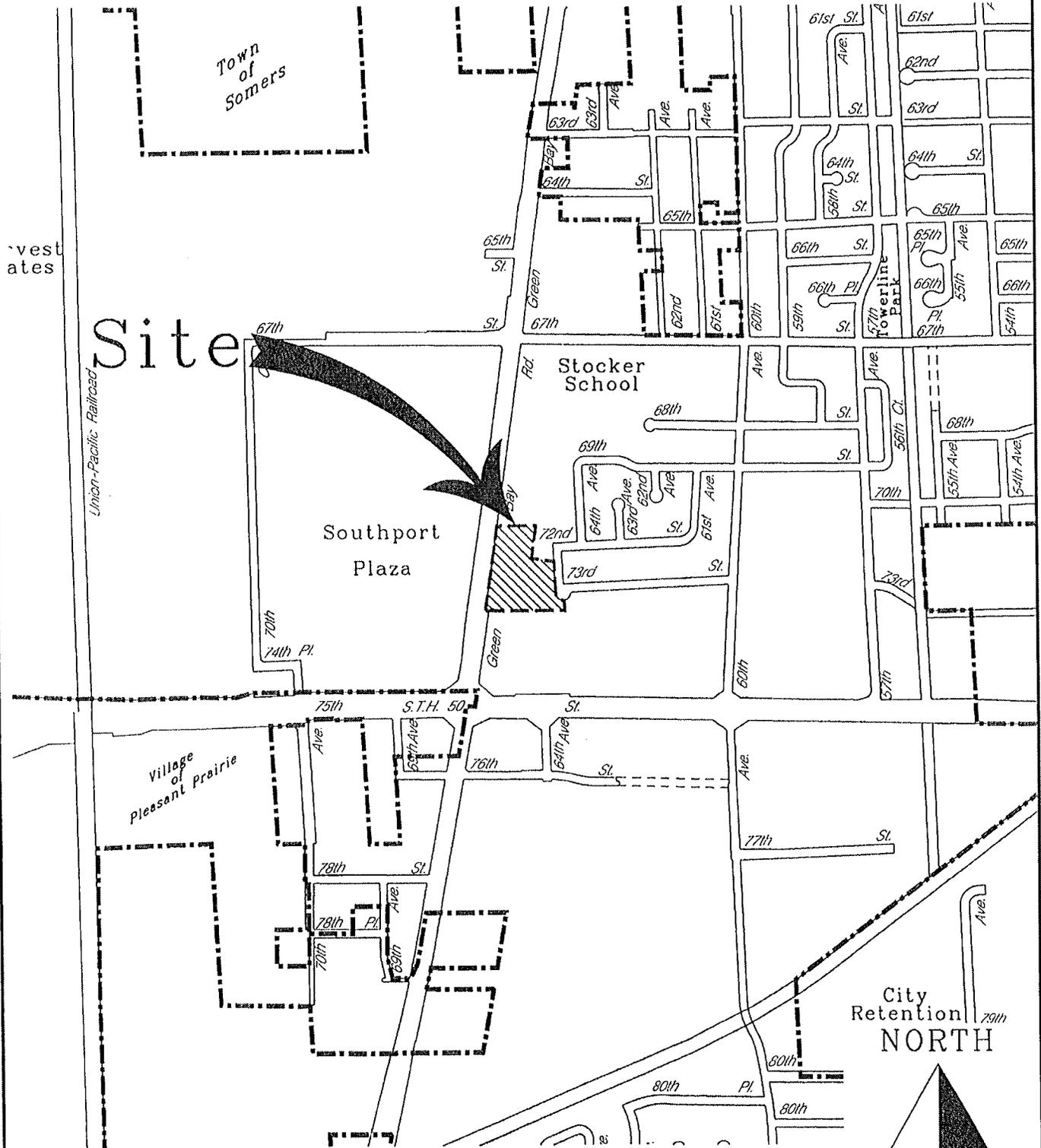

Debra L. Salas, Deputy City Clerk

APPROVE:


Keith G. Bosman, Mayor

City of Kenosha

Vicinity Map
Wood Place / Kenosha Medical, LLC CSM





Mark S. Bourque, President
mbourque@prudentialkenosha.com

Prudential Premier Properties
6040 39th Avenue, Suite 4
Kenosha, WI 53142
Bus 262 605-1500
Fax 262 605-1518

March 18, 2010

Mr. Brian R. Wilke, Development Coordinator
Department of City Development
625 52nd Street - Room 308
Kenosha, WI 53140

Re: Wood Place/Kenosha Medical – Certified Survey Map

Dear Mr. Wilke:

Thank you for your notice dated March 4, 2010 advising me the above referenced approval will expire April 19, 2010. I respectfully request a six (6) month extension in order finalize the Cross Access and Utility Easements required as a condition of approval.

Enclosed please find a check payable to the City of Kenosha in the sum of \$125.00. Should you have any questions please contact me at 262.605.1505.

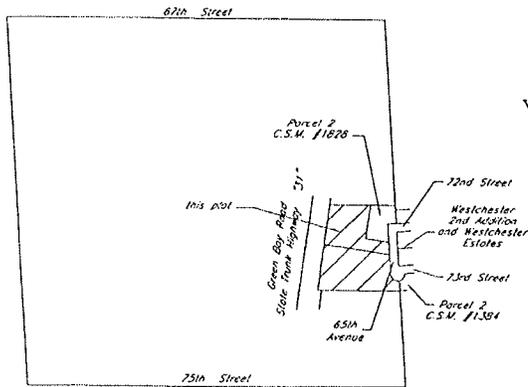
Very truly yours,

A handwritten signature in cursive script that reads "Mark S. Bourque".

Mark S. Bourque
President

Encl.

MAR 22 2010



LOCATION SKETCH
SW1/4 Section 3-1-22

CERTIFIED SURVEY MAP

-for-

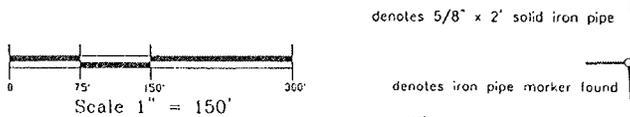
Wood Place/Kenosha Medical LLC
and Opus Enterprises LLC

1694 First Street
Highland Park, IL 60035

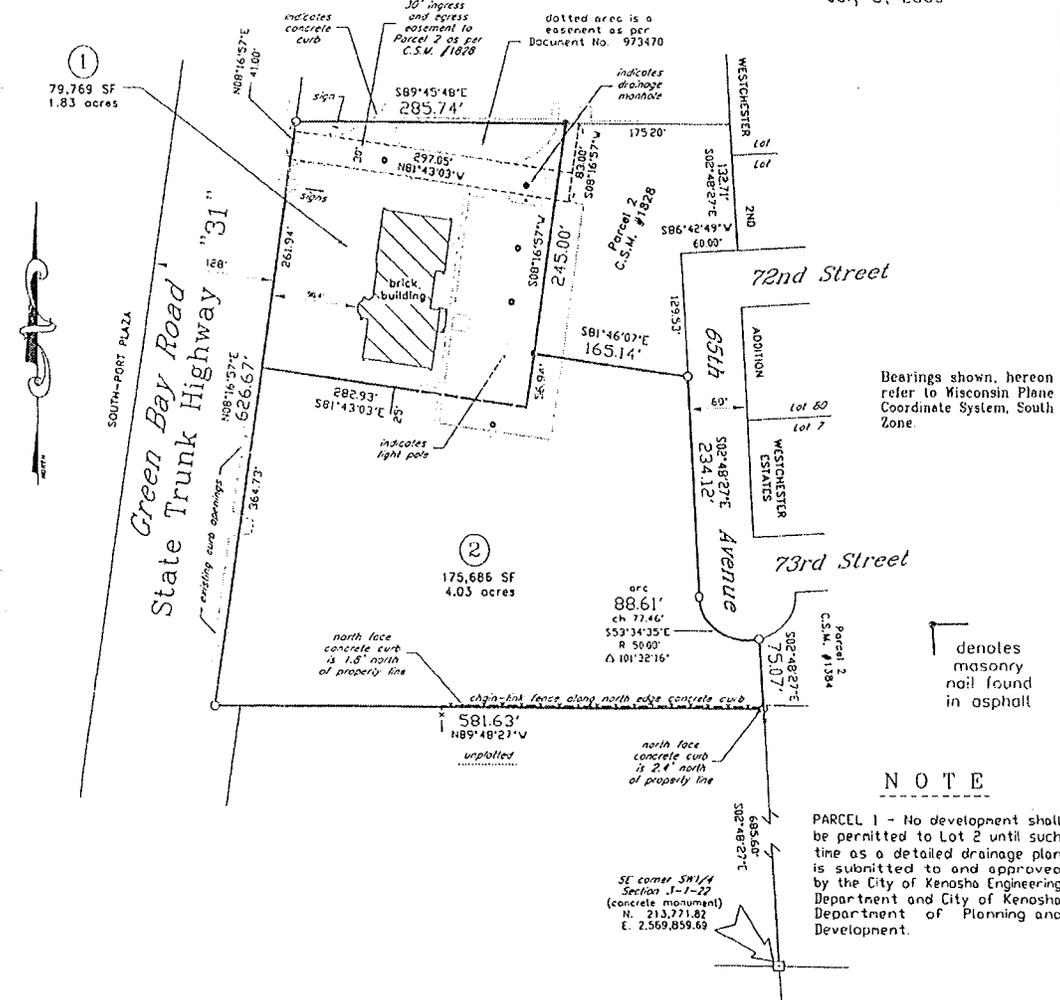
in SW1/4 Section 3-1-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

MARESCALCO COUNTYWIDE SURVEYING, INC.
1120 BOUTH STREET KENOSHA WI 53143
(262) 654 6809 FAX (262) 654 1120



GLEN A. MARESCALCO (S-2203)
Wisconsin Registered Land Surveyor
July 8, 2009



CERTIFIED SURVEY MAP

I, GLEN A. MARESCALCO, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of the Southwest Quarter of Section 3, Town 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows: PARCEL 2 of CERTIFIED SURVEY MAP NO. 1828, a plat of record and on file at the Kenosha County Land Registry.

That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the subdivision regulations of the City of Kenosha.

Dated this 8th day of July, 2009.

SURVEYOR.....
GLEN A. MARESCALCO (S-2203)

As owners, We hereby certify that we caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

.....
DAVID A. NANKIN

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this day of, 2009, the above named David A. Nankin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this day of, 2009.

CITY CLERK.....
Mike Higgins

OWNER.....

MAYOR.....
Keith Bosman

Wood Place/Kenosha Medical LLC
and Opus Enterprises LLC

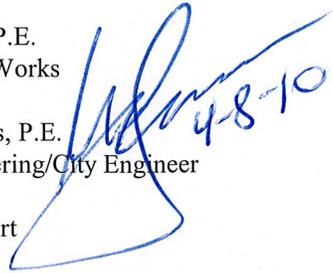
1694 First Street
Highland Park, IL 60035

April 8, 2010

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

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

SUBJECT: Project Status Report



- Project #07-1110 Storm Water Utility** – Staff is working with Stand Associates, the engineering firm engaged to study storm sewers in the Forest Park area, and is reviewing preliminary report elements. Staff is continuing plan review activities. A major failure has occurred in the 13 foot diameter pipe that carries the Pike Creek through the Holsum Bread distribution site, and is seeking quotes from contractors to repair the pipe. (Citywide)
- Project #09-1017 – 38th Street Bridge (ARRA) (Kilbourn Ditch to Gordon Foods Entrance)** – The Bridge plans (Phase II) have been submitted to WisDOT for advertising. The bridge will be constructed with ARRA funds, but environmental restrictions from the WDNR will not permit construction to commence until June. (16)
- Project #09-1020 – 38th Street Reconstruction (from I-94EFR to Kilbourn Ditch)** – [Michels Construction] contract was awarded on March 15, 2010. A public information meeting was held on Wednesday, February 24, 2010. The preconstruction conference was held this week, and work will start later in the month. (16)
- Project #09-1024 – West Frontage Road from CTH K (60th Street) to 71st Street** – Design work is in progress. R/W Plat is approved, and appraisal work is in progress. (17)
- Project #09-1025 (ARRA) – 80th Street from 30th Avenue to 39th Avenue** – A State bid project will be awarded to Payne & Dolan to start May/June Timeframe (13, 14)
- Project #09-1027 – Pavement Marking in School Zones** – [Brickline] Weather and scheduling will prevent start of work until spring. (City Wide)
- Project #09-1028 (ARRA) – 30th Ave from 80th Street to 89th Street** – A State bid project will be awarded to Payne & Dolan to start May/June Timeframe(9, 13, 14)
- Project #09-1120 – 3500 Block 39th Avenue Detention Basin Renovation** – [Mann Bros.] Work is nearly complete. Work on punch list items is in progress. (10)
- Project #09-1207 – Street Division Salt Shed** - Project design is being reviewed by staff and will be ready for advertising soon. (11)
- Project #09-1411 – Kenosha Sports Complex Field Drainage** – [Wanasek Corp.] – Work is in progress. (10)
- Project #09-1443 and 08-1443 – Bike Path Extensions** – Project is in design. (16)
- Project #09-1751 – Parking Lot Resurfacing, 5th Ave and 56th Street** – [Cicchini] Work will start about April 19. Contractor could not start work in time to complete it before asphalt plants shut down. (2)
- Project #10-1012 - Resurfacing Phase I** – [Cicchini] Bids were opened on March 5, 2010 and the project was awarded on March 15, 2010. Work is expected to start about April 19. (11,13,14,15)
- Project #10-1208 – Sidewalk and Curb and Gutter Repair** – Specification revisions are in progress, and contract will be ready for bidding soon. (Citywide)
- Project #10-1541 – KPM HVAC Rooftop Compressor Replacement** – [Grunau] Contract has been awarded, and the preconstruction conference will be held next week. (2)

Design Work – Staff is working the following projects:

- Project 08-1021 -- 39th Avenue from 24th Street to 18th Street with assistance from SEH
- Project 09-1024 -- West side I-94 Frontage Road with assistance from RA Smith National
- Project 09-1026 -- 14th Avenue from 25th Street to 31st Street with assistance from Benesch
- Project 09-1210 -- MOB Parking Lot Improvements – Staff is currently designing
- Project 10-1015 -- Phase 2 Resurfacing – Staff is currently designing
- Project 10-1016 – Phase 3 Resurfacing – Staff is currently designing
- Project 10-1017 -- 39th Avenue from 30th Street to 24th Street with assistance from SEH
- Project 10-1021 -- 27th Street from 43rd Ave. to 47th Ave. – Staff Design