

**AGENDA  
PUBLIC WORKS  
COMMITTEE**

**MONDAY, MAY 10, 2010  
ROOM 204  
5:00 P.M.**

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

***Patrick Juliana  
Jan Michalski  
Ray Misner***

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on May 3, 2010.

**C. REFERRED TO COMMITTEE**

C-1 Preliminary Report/Final Resolution for Project 10-1016 Resurfacing Phase III (53<sup>rd</sup> Street - 26<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue). **(District 7) PUBLIC HEARING**

C-2 Award of Contract for Project 10-1015 Resurfacing Phase II (43<sup>rd</sup> Street – 17<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue, 55<sup>th</sup> Street – 49<sup>th</sup> Avenue to 51<sup>st</sup> Avenue) to Cicchini Asphalt, LLC, Kenosha, Wisconsin, in the amount of \$450,000.00. **(Districts 6, 16)**

C-3 Conveyance for the 27<sup>th</sup> Street Right-of-Way Project located from 39<sup>th</sup> Avenue to 47<sup>th</sup> Avenue. **(District 5)**

A. Temporary Limited Easement between the City of Kenosha, and listed properties.

a. Mitchell – Parcel 07-222-24-350-021

b. JHN Properties – Parcel 07-222-23-430-007

c. Ricchio – Parcel 07-222-23-430-031, -033 and -034

d. Kossow – Parcel 07-222-23-430-001

e. Church of the Nazarene – Parcel 07-222-23-405-001

B. Jurisdictional Offer for property on 27<sup>th</sup> Street from 43<sup>rd</sup> Avenue to 47<sup>th</sup> Avenue. (Tirabassi Investments, LLC)

C-4 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 approved 10:0) (deferred from April 12, 2010 meeting)

**INFORMATIONAL:**

1. Report on Brick Pavers and Brick Paver Streets
2. Public Works Mutual Assistance Agreement
3. Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS  
COMMITTEE

ALDERMAN COMMENTS

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

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

PUBLIC WORKS COMMITTEE  
- MINUTES -

MONDAY, MAY 4, 2010  
6:30 P.M.

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

Patrick Juliana  
Jan Michalski  
Ray Misner

A special meeting of the Public Works Committee was held on Monday, May 4, 2010 in Room 202 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Vice Chairman Anthony Nudo, Aldermen Steve Bostrom, and Jan Michalski. Aldermen Patrick Juliana and Ray Misner arrived during item C-1. The meeting was called to order at 6:35 PM. Staff member in attendance was Ron Bursek. Chairman Ruffolo welcomed Aldermen Bostrom and Michalski to the Public Works Committee.

- A-1 Approval of minutes of regular meeting held on April 12, 2010 and special meeting held on April 19, 2010.

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

- C-1 Award of Contract for New Road Construction Project 10-1017 (39<sup>th</sup> Avenue - 30<sup>th</sup> Street to 24<sup>th</sup> Street) and Project 10-1021 (27<sup>th</sup> Street - 47<sup>th</sup> Avenue to 43<sup>rd</sup> Avenue) to Payne & Dolan, Inc., Kenosha, Wisconsin, in the amount of \$1,790,000.00. **(District 5)**

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

- C-2 To Amend Resolution #10-10 regarding a Relocation Order for 122<sup>nd</sup> Avenue from 60<sup>th</sup> Street south to 71<sup>st</sup> Street. **(District 17)** *(City Plan Commission approved 10:0)*

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

- C-3 To Approve a Quit Claim Deed for property at 5414, 5420 and 5422 22<sup>nd</sup> Avenue from the City of Kenosha to the City of Kenosha Housing Authority. **(District 7)** *(City Plan Commission approved 10:0)*

*Shari Krewson, City Development answered questions.*

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

- C-4 Reschedule May 31, 2010 (Memorial Day) Public Works Committee meeting.

*It was moved by Alderman Juliana, seconded by Alderman Nudo to have the Chairman decide the meeting day and time. Motion passed 6-0.*

INFORMATIONAL:

- Project Status Report
- Ron Bursek gave an update on the Emergency Multi-Plate Storm Sewer Repair project.

CITIZEN COMMENTS:

- Alderman Orth, 6211 40th Avenue, asked the committee about bricks to use at Union Park.

ALDERMAN COMMENTS:

- Alderman Michalski mentioned using the same bricks at Union Park that are used in the downtown area.
- Alderman Juliana said there are some streets in his district that have bricks under the pavement. He would like to try to keep those bricks in the street base to save money on and to minimize street repairs.
- Alderman Bostrom said he is happy to be on the committee and hopes to learn a lot.

*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 6:52 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 17<sup>th</sup> day of May, 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:

53<sup>rd</sup> Street - 26<sup>th</sup> Avenue to 22<sup>nd</sup> 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") on or before the 30<sup>th</sup> day of June, 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 1<sup>st</sup> of November. If the

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

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

Adopted this 17<sup>th</sup> day of May, 2010.

APPROVED:

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KEITH G. BOSMAN, MAYOR

ATTEST:

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DEBRA L. SALAS, DEPUTY CITY CLERK

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	156.000	\$748.80
09-222-36-401-006-0			
		6" DRV APP 156.00SF @ \$4.80 =	\$748.80
PROPERTY ADDRESS		NUMBER OF SQUARES	
SAMIR AUDICHO			
2218 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
SAMIR AUDICHO	PT LOTS 7 & 8 BLK 1 BAIN'S SUB
2218 53RD ST	SE 1/4 SEC 36 T 2 R 22 COM ON N
KENOSHA, WI 53140	N LINE OF 53RD ST 81 FT E OF 23
	RD AVE TH E 40 FT N 124 FT W 40
	FT S 124 FT TO BEG
	DOC#1271951
	DOC#1424277
	DOC#1487818

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PARCEL NUMBER	LOT	75.000	\$336.00
09-222-36-401-007-0			
		4" CONC R-R 75.00SF @ \$4.48 =	\$336.00
PROPERTY ADDRESS		NUMBER OF SQUARES 3	
RONALD REEVES & ROBERT REEVES			
2214 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
RONALD REEVES & ROBERT REEVES	PT OF B 1 BAIN'S SUB OF PT OF
7205 31ST AVE	SE 1/4 SEC 36 T 2 R 22 COM ON
KENOSHA, WI 53142	N LINE OF 53RD ST 121 FT E OF
	23RD AVE TH N 124 FT E 40 FT S
	124 FT W TO BEG

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		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	789.000	\$3,787.20
09-222-36-401-013-0			
PROPERTY ADDRESS		6" CONC R-R 230.00SF @ \$4.80 = \$1104.00	
ITALIAN AMERICAN SOC		ADDITIONAL 559.00AR @ \$4.80 = \$2683.20	
2206 053 ST		NUMBER OF SQUARES 9	
		559 SF 8" APPROACH	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ITALIAN AMERICAN SOC		LOT 9 W 16 FT OF LOT 10 & E 8	
2217 52ND ST		FT LOT 8 BLK 1 BAIN'S SUB	
KENOSHA, WI 53140-3107		BEING PT OF SE 1/4 SEC 36 T 2	
		R 22 1985	

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PARCEL NUMBER	LOT	168.000	\$806.40
09-222-36-402-007-0			
PROPERTY ADDRESS		6" DRV APP 168.00SF @ \$4.80 = \$806.40	
JONATHAN E RANDLE		NUMBER OF SQUARES	
5223 024 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
JONATHAN E RANDLE		W 50 FT OF LOT 5 BLK 2 BAIN'S	
6017 60TH AVE		SUB BEING PT OF SE 1/4 SEC 36	
KENOSHA, WI 53142		T 2 R 22	
		V 1399 P 877	
		DOC #1403394	
		DOC #1424913	

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		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	293.000	\$1,366.40
09-222-36-402-008-0			
PROPERTY ADDRESS		4" CONC R-R 125.00SF @ \$4.48 =	\$560.00
TIMOTHY B WADE		6" DRV APP 168.00SF @ \$4.80 =	\$806.40
2320 053 ST		NUMBER OF SQUARES 5	

MAIL TO ADDRESS	LEGAL DESCRIPTION
TIMOTHY B WADE	E 16 FT OF LOT 5 & W 25 FT OF
906 93RD ST	LOT 6 BLK 2 BAIN'S SUB BEING
PLEASANT PRAIRIE, WI 53158	PT OF SE 1/4 SEC 36 T 2 R 22
	V 1388 P 688 1990
	V 1512 P 455
	DOC #1436485

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PARCEL NUMBER	LOT	175.000	\$784.00
09-222-36-402-009-0			
PROPERTY ADDRESS		4" CONC R-R 175.00SF @ \$4.48 =	\$784.00
SCOTT A JUHOLA		NUMBER OF SQUARES 7	
2316 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
SCOTT A JUHOLA	E 41 FT OF LOT 6 BLK 2 BAIN'S
8508 ANTIOCH RD	SUB PT OF SE 1/4 SEC 36 T2 R22
SALEM, WI 53168	V 1412 P660
	DOC#1296507
	DOC#1337524

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		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	100.000	
09-222-36-403-008-0			
		ADDITIONAL 100.00SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES	
FLOR & NORMA J QUINTANA		100 SF DUE TO PWT	
2416 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
FLOR & NORMA J QUINTANA	E 44 FT OF LOT 6 B 3 BAIN'S
2416 53RD ST	SUB BEING PT OF SE 1/4 SEC 36
KENOSHA, WI 53140	T 2 R22
	DOC #1047656
	DOC#1047657

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PARCEL NUMBER	LOT	75.000	\$336.00
09-222-36-404-006-0			
		4" CONC R-R 75.00SF @ \$4.48 =	\$336.00
PROPERTY ADDRESS		NUMBER OF SQUARES 3	
HELEN & JAMES HOTAVIS (LIFE ESTATE)			
2514 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
JAMES & HELEN HOTAVIS	E 16 FT OF LOT 6 & W 32 FT OF
PATRICK & JUDITH HOTAVIS	LOT 7 B 4 BAIN'S SUB BEING PT
KENOSHA, WI 53140-3530	OF SE 1/4 SEC 36 T 2 R 22
	DOC#1048600

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		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	143.000	\$686.40
09-222-36-404-007-0			
		6" DRV APP 143.00SF @ \$4.80 =	\$686.40
PROPERTY ADDRESS		NUMBER OF SQUARES	
NICHOLAS J BRILL & SARAH J CHARON			
2504 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
NICHOLAS J BRILL	PT LOTS 7 & 8 BLK 4 BAIN'S SUB
SARAH J CHARON	SE 1/4 SEC 36 T2 R22 COM AT SE
KENOSHA, WI 53140	COR BLK 4 AT SE COR LOT 8 TH N
	ALG E LN BLK 44 FT TH W 100 FT
	TH S 44 FT TO S LN BLK TH E ALG
	S LN 100 FT TO POB
	V 1219 P638
	V 1552 P 62
	DOC#1044158
	DOC#1044636
	DOC#1380469
	DOC#1392992
	DOC#1415459

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PARCEL NUMBER	LOT	125.000	\$560.00
09-222-36-405-002-0			
		4" CONC R-R 125.00SF @ \$4.48 =	\$560.00
PROPERTY ADDRESS		NUMBER OF SQUARES 5	
GEORGE A GEORNO & KEVIN D KOPROVIC			
2509 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
GEORGE A GEORNO	W 15 FT OF LOT 1 & E 32 FT OF
1243 39TH AVE	LOT 2 BLK 5 BAIN'S SUB PT OF
KENOSHA, WI 53144	SE 1/4 SEC 36 T 2 R 22
	V 1507 P 703
	DOC#1522410

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		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	144.000	\$691.20
09-222-36-406-004-0			
PROPERTY ADDRESS		6" DRV APP 144.00SF @ \$4.80 =	\$691.20
JUAN RODRIGUEZ		NUMBER OF SQUARES	
2417 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
JUAN RODRIGUEZ	W 41 FT OF E 50 FT OF LOT 3
2417 53RD ST	BLK 6 BAIN'S SUB BEING PT OF
KENOSHA, WI 53140	SE 1/4 SEC 36 T 2 R 22
	DOC#1066786
	DOC#1187696
	DOC#1340672
	DOC#1340673
	DOC#1421558

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PARCEL NUMBER	LOT	30.000	\$134.40
09-222-36-406-006-0			
PROPERTY ADDRESS		4" CONC R-R 30.00SF @ \$4.48 =	\$134.40
CEASAR & ANGIE LOPEZ		NUMBER OF SQUARES 1	
2425 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
CEASAR & ANGIE LOPEZ	N 72 FT OF W 41 FT OF LOT 4 B
2425 53RD ST	6 BAIN'S SUB BEING PT OF SE
KENOSHA, WI 53140-3527	1/4 SEC 36 T 2 R 22
	V 1367 P 749

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		ASSESSED	TOTAL	
		S.F./LN.	ASSESSMENT	
PARCEL NUMBER	LOT	25.000		
09-222-36-411-002-0				
		ADDITIONAL	25.00SF @ \$ .00 =	\$ .00
PROPERTY ADDRESS		NUMBER OF SQUARES		
ALEXANDER J & DONNA M SADOWSKI		25 SF DUE TO PWT		
2209 053 ST				

MAIL TO ADDRESS	LEGAL DESCRIPTION
ALEXANDER J & DONNA M SADOWSKI	E 45 FT OF LOT 2 BLK 8 BAIN'S
7306 52ND AVE	SUB BEING PT OF SE 1/4 SEC 36
KENOSHA, WI 53142	T2 R22
	DOC#1092698
	DOC#1092699
	DOC#1144065

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PARCEL NUMBER	LOT	165.000	\$792.00
09-222-36-411-003-0			
		6" DRV APP	165.00SF @ \$4.80 = \$792.00
PROPERTY ADDRESS		NUMBER OF SQUARES	
KELLY L ROTUNDA			
2213 053 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
KELLY L ROTUNDA	W 12 FT OF LOT 2 & E 32 FT OF
2213 53RD ST	LOT 3 B 8 BAIN'S SUB BEING PT
KENOSHA, WI 53140-3523	OF SE 1/4 SEC 36 T 2 R 22
	DOC #1315126

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ASSESSED TOTAL  
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 55.000 \$264.00  
09-222-36-411-004-0

6" CONC R-R 55.00SF @ \$4.80 = \$264.00  
NUMBER OF SQUARES 2

PROPERTY ADDRESS  
WILLIAM P II & KATHERINE A MICHEL  
2219 053 ST

MAIL TO ADDRESS  
WILLIAM II & KATHERINE MICHEL  
7547 28TH AVE  
KENOSHA, WI 53143

LEGAL DESCRIPTION  
W 25 FT OF LOT 3 & E 20 FT OF  
LOT 4 B 8 BAIN'S SUB BEING PT  
OF SE 1/4 SEC 36 T 2 R 22  
DOC#1276906

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PARCEL NUMBER LOT 170.000 \$816.00  
09-222-36-412-003-0

6" CONC R-R 60.00SF @ \$4.80 = \$288.00  
6" DRV APP 110.00SF @ \$4.80 = \$528.00  
NUMBER OF SQUARES 2

PROPERTY ADDRESS  
JAMES A WELLS  
2315 053 ST

MAIL TO ADDRESS  
JAMES A WELLS  
2315 53RD ST  
KENOSHA, WI 53140

LEGAL DESCRIPTION  
W 8 FT OF LOT 2 & E 32 FT OF  
LOT 3 B 7 BAIN'S SUB BEING PT  
OF SE 1/4 SEC 36 T 2 R 22  
V 1632 P 662  
DOC981297  
DOC987795  
DOC1069591

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ASSESSED TOTAL  
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 25.000 \$112.00  
09-222-36-430-001-0

4" CONC R-R 25.00SF @ \$4.48 = \$112.00  
NUMBER OF SQUARES 1

PROPERTY ADDRESS  
CHRYSLER LLC  
5555 030 AV

MAIL TO ADDRESS  
CHRYSLER LLC  
1000 CHRYSLER DR  
AUBURN HILLS, MI 48326-2757

LEGAL DESCRIPTION  
PT SE 1/4 SEC 36 T2 R22 INCL PT  
BLKS 5,13,20,21 & 22 BAINS SUB  
BEG AT NE COR BLK 19 TH S 367  
FT ALG E LN BLK TO NE COR BLK 22  
TO N LN CNW RR TH S 55 DEG 10'42"W  
ALG RR APROX 844.87 FT TO W LN  
BAINS SUB & N LN 60TH ST TH W ALG  
N LN 60TH ST TO VISION CORNER AT  
30TH AVE (DOC#1008156 1996) TH  
NW'LY 26.46 FT TO W LN 30TH AVE  
TH N ALG AVE TO S LN 52ND ST TH  
E ALG ST TO W LN BAINS SUB TH E  
12 FT (DOC#1014879 1997) TH S  
ALG 26TH AVE TO EXT OF N LN BLK  
5 BAINS SUB TH E TO E LN OF W 34  
FT LOT 2 BLK 5 TH S 124 FT TO N  
LN ALLEY TH W TO E LN LOT 6 TH S  
ALG E LN LOT 6 & EXT TO N LN BLK  
12 TH E TO W LN ALLEY TH S ALG  
ALLEY THROUGH BLKS 12 & 13 TO N  
LN BLK 20 TH E ALG N LN BLKS 20  
& 19 APROX 464 FT TO POB INCLDS  
VACATED ALLEY RES#145-99  
DOC#1165394 ALSO 1/2 VACATED  
25TH AVE & 1/2 VACATED 57TH ST  
RES#144-99 DOC#1165395 ALSO EXC  
PART FOR ROAD DOC#1189474 ALSO  
" H AVE RES #

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STREET TOTAL 2,713.00 \$12,220.80

GRAND TOTALS PARCELS 17 FOOTAGE 2,713.000 TOTAL COST \$12,220.80



**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  
**Parks Division**  
 Jeff Warnock  
 Superintendent

C-2

**DEPARTMENT OF PUBLIC WORKS**

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

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

May 6, 2010

To: G. John Ruffolo, Chairman  
 Public Works Committee

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

Subject: Project: Resurfacing Phase II

Location: 43<sup>rd</sup> Street – 17<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue, 55<sup>th</sup> Street – 49<sup>th</sup> Avenue to 51<sup>st</sup> Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$475,000.00. Budget amount for all resurfacing projects is \$2,180,000.00.

This project consists of removing and replacing concrete curb and gutter, resurfacing with hot mix asphalt, repairing hazardous concrete sidewalk, concrete driveways and handicap ramps, adjusting inlets and utility manholes and site restoration.

**Following is the list of bidders:**

	Bid Total
Cicchini Asphalt, LLC	\$405,847.05

It is recommended that this contract be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin for the base bid amount of \$405,847.05 plus \$44,152.95 in contingency for unforeseen conditions (if needed), for total award amount of \$450,000.00. Funding is from CIP Line Item ST-93-002.

MML/kjb

cc: Carol Stancato, Director of Finance

C-3A

<p><i>City Development 625 - 52<sup>nd</sup> Street Kenosha, WI 53140 262.653.4028</i></p>	<p><b><u>FACT SHEET</u></b>  <i>Public Works Committee Finance Committee Common Council</i></p>	<p><i>May 10, 2010</i></p>
<p><b>Temporary Limited Easements between the City of Kenosha, and a) Mitchell; b) JHN Properties; c) Ricchio; d) Kossow; and e) Church of the Nazarene, for the 27th Street Right-of-Way Project, property located on 27th Street from 39th Avenue west to 47th Avenue, District #5.</b></p>		

**LOCATION:**

27th Street from 39th Avenue west to 47th Avenue and 39th Avenue north of 27th Street

**NOTIFICATIONS:**

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

**ANALYSIS:**

- Attached are the Temporary Limited Easements for the land needed for grading and sloping at the 27th Street Right-of-Way Project. Details are as follows:
  - **Mitchell**: The land is approximately 0.04 acres and the payment for the Temporary Limited Easement is \$360.00.
  - **JHN Properties**: The land is approximately 0.02 acres and the payment for the Temporary Limited Easement is \$180.00.
  - **Ricchio**: The land is approximately 0.06 acres and the payment for the Temporary Limited Easement is \$540.00.
  - **Kossow**: The land is approximately 0.03 acres and the payment for the Temporary Limited Easement is \$270.00.
  - **Church of the Nazarene**: The land is approximately 0.20 acres and the payment for the Temporary Limited Easement is \$960.00.
  
- The approval of the Temporary Limited Easements is for the 27th Street Right-of-Way Project, which was approved by the Common Council with Resolution #176-09 on December 21, 2009.
  
- This Project is funded in the Capital Improvement Plan.

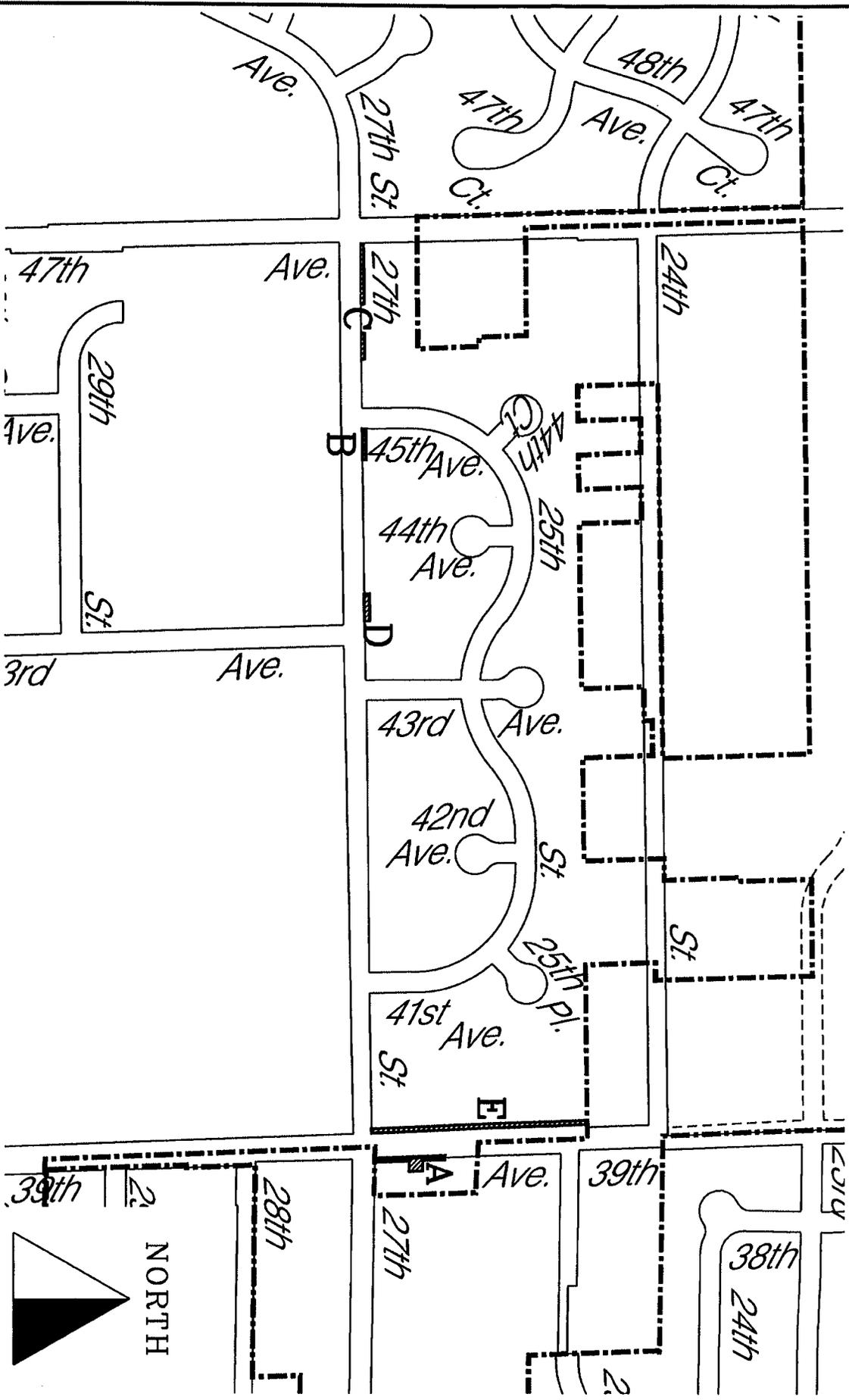
**RECOMMENDATION:**

A recommendation is made to approve the Temporary Limited Easements of the land needed for the 27th Street Right-of-Way Project.

  
 Sharon K. Krewson

  
 Jeffrey B. Labahn, Director of City Development

City of Kenosha  
General Location Map



--- Municipal Boundary

TEMPORARY LIMITED EASEMENT

TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Steven Mitchell, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to the City of Kenosha, a Municipal Corporation, grantee(s), for the sum of Three Hundred Sixty Dollars (\$360.00) on the following tract of land in Kenosha County, Wisconsin for the purpose to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary. Exempt from fee: s. 7725(12)

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 39th Avenue curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1017, said land being a part of Parcel 2 in Certified Survey Map 2010, recorded with the Kenosha County Register of Deeds Office as Document 1081424, and being in the Southwest Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being described as follows:

All of the west 12 (twelve) feet, measured at right angle, of said Parcel 2; also, all of the west 30 (thirty) feet, measured at right angle, of the north 40 (forty) feet of the south 140 (one-hundred and forty) feet of said Parcel 2; and including the area between the existing single family residential home and the above described easement area, said area being included so as to aid in providing for an aesthetically-pleasing, uniform re-grading of Grantor's property.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

Recording Area

Name and Return Address  
Sharon K. Krewson  
City of Kenosha  
Dept. of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

Property address: 2629 39<sup>th</sup> Avenue

Parcel Identification Number:

07-222-24-350-021

  
\_\_\_\_\_  
(Signature)

Steven Mitchell  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

(SEAL)

THIS INSTRUMENT DRAFTED BY:  
S. K. Krewson, City of Kenosha

Subscribed and sworn to before me this date:

April <sup>19<sup>th</sup></sup> 2010.

  
\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

SHARON K. KREWSON  
\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

1/20/13  
\_\_\_\_\_  
(Date Commission Expires)

Parcel No. 350-021



TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by JHN Properties, LLC, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to the City of Kenosha, a Municipal Corporation, grantee(s), for the sum of One Hundred Eighty Dollars (\$180.00) on the following tract of land in Kenosha County, Wisconsin for the purpose of operating the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary or desirable. . Exempt from fee: s. 7725(12)

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 27th Street curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1021, said land being a part of Lot 7 in Raven Hill Estates, a recorded subdivision in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

All of the south 10 (ten) feet, measured at right angle, of Lot 7 in said Raven Hill Estates.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

Recording Area

Name and Return Address  
Sharon K. Krewson  
City of Kenosha  
Dept. of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

Property address: 2615 45<sup>th</sup> Avenue

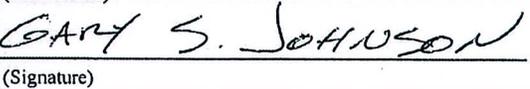
Parcel Identification Number:

07-222-23-430-007

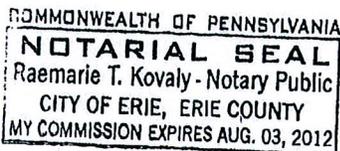
  
(Signature)

Gary S. Johnson

(Print Name)

  
(Signature)

(Print Name)

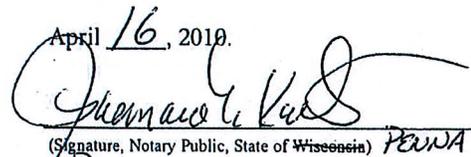


(SEAL)

THIS INSTRUMENT DRAFTED BY:  
S. K. Krewson, City of Kenosha

Subscribed and sworn to before me this date:

April 16, 2010.

  
(Signature, Notary Public, State of Wisconsin) PENNA

RAEMARIE T KOVALY  
(Print or Type Name, Notary Public, State of Wisconsin) PENNA

Aug 3 2012  
(Date Commission Expires)

Parcel No. 430-007

**NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL  
RECOMMENDATION AND APPROVAL**

Owner	Area and Interest Required
JHN Properties, LLC	Temporary Limited Easement

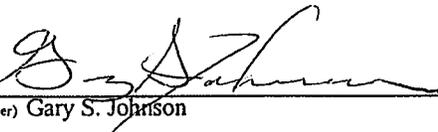
**Allocation**

Land	Acres	X	\$/ac. =	\$
	Acres	X	\$/ac. =	\$
Permanent Limited Easement	Acres	X	\$/ac. =	\$
Temporary Limited Easement	0.02	X	---/ac. =	\$180.00
Fencing			=	\$
Landscaping			=	\$
Improvements			=	\$
Other			=	\$
Total Damages =				\$180.00
Rounded To =				\$180.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X   
 (Owner) Gary S. Johnson (Date)

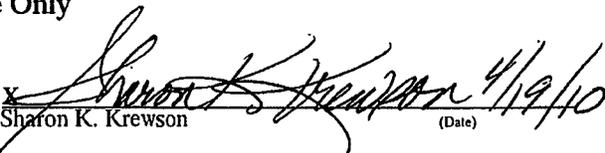
X \_\_\_\_\_  
 (Owner) (Date)

X \_\_\_\_\_  
 (Owner) (Date)

X \_\_\_\_\_  
 (Owner) (Date)

**For Office Use Only**

APPROVED For  
 \_\_\_\_\_  
 City of Kenosha

X   
 Sharon K. Krewson (Date) 4/19/10

Project	County	Parcel
27 <sup>th</sup> Street and 39 <sup>th</sup> Avenue	Kenosha	007

TEMPORARY LIMITED EASEMENT

TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Achille and Judy D. Ricchio, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to the City of Kenosha, a Municipal Corporation, grantee(s), for the sum of Five Hundred Forty Dollars (\$540.00) on the following tract of land in Kenosha County, Wisconsin for the purpose to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary. Exempt from fee: s. 7725(12)

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 27th Street curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1021, said land being a part of Lots 31, 33 and 34 in Raven Hill Estates, a recorded subdivision in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

All of the south 10 (ten) feet, measured at right angle, of Lots 31, 33 and 34 in said Raven Hill Estates.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

Recording Area

Name and Return Address

Sharon K. Krewson  
City of Kenosha  
Dept. of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

Property address: 4520 27<sup>th</sup> Street, 4604 27<sup>th</sup> Street and 4612 27<sup>th</sup> Street

Parcel Identification Number:

07-222-23-430-031, 033 & 034

*Achille Ricchio*  
\_\_\_\_\_  
(Signature)

Achille Ricchio  
\_\_\_\_\_  
(Print Name)

*Judy D Ricchio*  
\_\_\_\_\_  
(Signature)

Judy D. Ricchio  
\_\_\_\_\_  
(Print Name)

(SEAL)

THIS INSTRUMENT DRAFTED BY:  
S. K. Krewson, City of Kenosha

Subscribed and sworn to before me this date:

April 20<sup>th</sup>, 2010.

*Linda S. Finch*  
\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

Linda S. Finch  
\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

02.27.2011  
\_\_\_\_\_  
(Date Commission Expires)

Parcel No. 430-031, 033 & 034

## NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

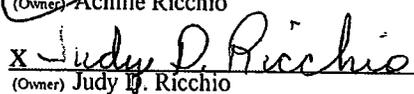
Owner <b>Achille and Judy D. Ricchio</b>	Area and Interest Required <b>Temporary Limited Easement</b>
---	---

Allocation				
Land	Acres	X	\$/ac. =	\$
	Acres	X	\$/ac. =	\$
Permanent Limited Easement	Acres	X	\$/ac. =	\$
Temporary Limited Easement	0.02 (each parcel)	X	\$180.00/ac. (each parcel) =	\$540.00
Fencing			=	\$
Landscaping			=	\$
Improvements			=	\$
Other			=	\$
Total Damages =				\$540.00
Rounded To =				\$540.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X  (Owner) Achille Ricchio 4-20-10 (Date)	X _____ (Owner) _____ (Date)
X  (Owner) Judy D. Ricchio 4-20-10 (Date)	X _____ (Owner) _____ (Date)

**For Office Use Only**

APPROVED For  
\_\_\_\_\_  
City of Kenosha

X   
 Sharon K. Krewson  
 4/20/10  
 (Date)

Project 27 <sup>th</sup> Street and 39 <sup>th</sup> Avenue	County Kenosha	Parcel 031, 033, and 034
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TEMPORARY LIMITED EASEMENT

TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Robert R. and Peggy Kossow, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to the City of Kenosha, a Municipal Corporation, grantee(s), for the sum of Two Hundred Seventy Dollars (\$270.00) on the following tract of land in Kenosha County, Wisconsin for the purpose to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary. Exempt from fee: s. 7725(12)

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 27th Street curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1021, said land being a part of Lot 1 in Raven Hill Estates, a recorded subdivision in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

All of the south 15 (fifteen) feet, measured at right angle, of Lot 1 in said Raven Hill Estates.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

Recording Area

Name and Return Address

Sharon K. Krewson  
City of Kenosha  
Dept. of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

Property address: 4320 27<sup>th</sup> Street

Parcel Identification Number:

07-222-23-430-001

*Robert R. Kossow*

(Signature)

Robert R. Kossow

(Print Name)

*Peggy A. Kossow*

(Signature)

Peggy Kossow

(Print Name)

(SEAL)

THIS INSTRUMENT DRAFTED BY:  
S. K. Krewson, City of Kenosha

Subscribed and sworn to before me this date:

April 19, 2010.

*Pamela Jantz*

(Signature, Notary Public, State of Wisconsin)

*Pamela Jantz*

(Print or Type Name, Notary Public, State of Wisconsin)

Dec. 11, 2011

(Date Commission Expires)

Parcel No. 430-001

## NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Owner <b>Robert R. and Peggy Kossow</b>	Area and Interest Required <b>Temporary Limited Easement</b>
--	---

Allocation				
Land	Acres	X	\$/ac. =	\$
	Acres	X	\$/ac. =	\$
Permanent Limited Easement	Acres	X	\$/ac. =	\$
Temporary Limited Easement    0.03	Acres	X	\$/ac. =	\$270.00
Fencing			=	\$
Landscaping			=	\$
Improvements			=	\$
Other			=	\$
Total Damages =				\$270.00
Rounded To =				\$270.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X <u>Robert R. Kossow</u> 4-19-10 <small>(Owner) Robert R. Kossow (Date)</small>	X	
X <u>Peggy Kossow</u> 4-19-10 <small>(Owner) Peggy Kossow (Date)</small>	X	

**For Office Use Only**

APPROVED For \_\_\_\_\_  
 City of Kenosha

X Sharon K. Krewson 4/21/10  
Sharon K. Krewson (Date)

Project <b>27<sup>th</sup> Street and 39<sup>th</sup> Avenue</b>	County <b>Kenosha</b>	Parcel <b>430-001</b>
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TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Church of the Nazarene, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to the City of Kenosha, a Municipal Corporation, grantee(s), for the sum of Nine Hundred Sixty Dollars (\$960.00) on the following tract of land in Kenosha County, Wisconsin for the purpose to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary. Exempt from fee: s. 7725(12)

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 39th Avenue curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1017, and being in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

All of the east 12 (twelve) feet, measured at right angle, of the parcel of land described in a Warranty Deed recorded in Volume 1060, Page 315, Document 659582, on October 16, 1979 with the Kenosha County Register of Deeds Office; also, all of the south 12 (twelve) feet, measured at right angle, of the east 100 (one-hundred) feet of said parcel of land.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

Property address: 3910 27<sup>th</sup> Street

Recording Area

Name and Return Address  
Sharon K. Krewson  
City of Kenosha  
Dept. of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

Parcel Identification Number:

07-222-23-405-001

*Wilson L. Deaton*

(Signature)

Wilson L. Deaton

(Print Name)

(Signature)

(Print Name)

(SEAL)

THIS INSTRUMENT DRAFTED BY:  
S. K. Krewson, City of Kenosha



Subscribed and sworn to before me this date:

April 21, 2010.

*Natalia M. Jackson*  
(Signature, Notary Public, State of Wisconsin) Kenosha

*Natalia Jackson* / *WF*  
(Print or Type Name, Notary Public, State of Wisconsin)

*2-27-2011*  
(Date Commission Expires)

Parcel No. 405-001

## NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Owner <b>Church of the Nazarene</b>	Area and Interest Required <b>Temporary Limited Easement</b>
--	---

Allocation				
Land	Acres	X	\$/ac. =	\$
	Acres	X	\$/ac. =	\$
Permanent Limited Easement	Acres	X	\$/ac. =	\$
Temporary Limited Easement	<del>0.02</del> 0.20	X	\$/ac. =	\$960.00
Fencing			=	\$
Landscaping			=	\$
Improvements			=	\$
Other			=	\$
Total Damages =				\$960.00
Rounded To =				\$960.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X Wilson L. Deaton 4/21/2010  
(Owner) (Date)

X \_\_\_\_\_  
(Owner) (Date)

X \_\_\_\_\_  
(Owner) (Date)

X \_\_\_\_\_  
(Owner) (Date)

### For Office Use Only

APPROVED For

City of Kenosha

X Sharon K. Krevson 4/23/10  
Sharon K. Krevson (Date)

Project <b>27<sup>th</sup> Street and 39<sup>th</sup> Avenue</b>	County <b>Kenosha</b>	Parcel <b>405-001</b>
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<p><i>City Development 625 - 52<sup>nd</sup> Street Kenosha, WI 53140 262.653.4028</i></p>	<p align="center"><b><u>FACT SHEET</u></b></p> <p align="center"><i>Public Works Committee Finance Committee Common Council</i></p>	<p align="center"><i>May 10, 2010</i></p>
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**Jurisdictional Offer for property on 27th Street, from 43rd Avenue to 47th Avenue, District #5. (Tirabassi Investments LLP) PUBLIC HEARING**

**LOCATION:**

27th Street from 43rd Avenue to 47th Avenue

**NOTIFICATIONS:**

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

**ANALYSIS:**

- A Jurisdictional Offer in the amount of \$20,000.00 for the land required to extend 27th Street from 43rd Avenue to 47th Avenue and a Temporary Easement for grading and sloping was served on Tirabassi Investments, LLP.
- Two appraisals were completed on the property. The City's appraisal, completed by Southern Wisconsin Appraisal Service, showed a value of \$17,000.00. The Owner's appraisal, completed by Pitts Brothers & Associates, showed a value of \$21,200.00. The parties agreed on the price of \$20,000.00.
- Tirabassi Investments, LLC has signed the Jurisdictional Offer, the Temporary Limited Easement and the Warranty Deed.

**RECOMMENDATION:**

A recommendation is made to approve the Jurisdictional Offer in the amount of \$20,000.00 and accept the Deed and Easement.

  
 Sharon K. Krewson

  
 Jeffrey B. Lapant, Director of City Development



**JURISDICTIONAL OFFER**  
**Section 32.05(3), Wisconsin Statutes**

Date: April 26, 2010

**TO:** Tirabassi Investments, LLP  
Domenick Tirabassi, Jr.  
2222 63<sup>rd</sup> ST., STE 2A  
Kenosha, WI 53143

hereinafter referred to as **OWNER**.

**THE CITY OF KENOSHA, WISCONSIN**, hereinafter referred to as **PURCHASER**, hereby offers to purchase a parcel of real estate and/or rights therein in which you own an interest, all as particularly described on the description page attached hereto, and agrees to pay therefor the sum of: Twenty Thousand (\$20,000.00) Dollars.

A. The said property and/or rights therein, as described, are required by the **PURCHASER** for the public purpose of: acquiring the property for 27<sup>th</sup> Street right-of-way curb/sidewalk improvements and a temporary easement associated with construction thereof.

B. The **PURCHASER** proposes in good faith to use the property described for said public purpose.

C. The proposed date of occupancy of the property by **PURCHASER** is May 28, 2010.

D. The above Purchase Price is allocated as follows:

1	Loss of land, including improvements and fixtures actually taken.....	\$19,500.00
2	Loss of existing rights of access to highway from abutting land.....	
3	Loss of air rights.....	
4	Loss of legal nonconforming use.....	
5	Damages resulting from actual severance of land, including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on OWNER'S land.....	
6	Loss of use of land for permanent and/or temporary easements.....	\$500.00
7	Damages to property abutting on a highway right-of-way due to change of grade where accompanied by a taking of land.....	
8	Cost of fencing reasonably necessary to separate land being taken from remaining land, less the amount allowed for fencing acquired under Paragraph 1.....	

Compensation for additional items of damage listed in Sections 32.19 and/or 32.195, Wisconsin Statutes, has not been included. If any such items are shown to exist, the **OWNER** may file claims as provided in Section 32.20, Wisconsin Statutes.

**E.** The purchase price is based upon an appraisal of **OWNER'S** property, which appraisal is available for **OWNER'S** inspection at the Office of the City Attorney of Kenosha, Wisconsin, Room #201, Municipal Building, 625 - 52nd Street, Kenosha, Wisconsin, during regular office hours.

**F.** **OWNER** has twenty (20) days from the date of personal service of this Offer, if personally served, or twenty (20) days from the date of postmark of the Certified Mail envelope transmitting this Offer, if transmitted by mail, or twenty (20) days from the date of publication of this Offer, if published, in which to accept this Offer, unless such time is extended by mutual consent of **OWNER** and **PURCHASER**. Acceptance shall be as follows: **OWNER** must execute the acceptance clause on Page Three (3) of this Offer on or prior to the expiration of said twenty (20) day period; and the Offer and Acceptance must be either delivered to **PURCHASER** at the office of the City Attorney, or mailed to **PURCHASER** at Office of the City Attorney of Kenosha, Wisconsin, Room 201, Municipal Building, 625 52<sup>nd</sup> Street, Kenosha, Wisconsin, 53140 in an addressed, postage paid envelope. If the **OWNER** does not accept this Offer as specified, this Offer shall be deemed to have been rejected.

**G.** If the **OWNER** does not accept this offer as set forth in Paragraph F. above, **OWNER** has forty (40) days from the date of such service, postmark or date of publication of this Offer to commence a Court action to contest the right of condemnation as provided in Section 32.05(5), Wisconsin Statutes, provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such action shall be an absolute bar to such action.

**H.** Subject to the provisions of Sections 32.05(9)(a) and 32.05(11), Wisconsin Statutes, **OWNER** has two (2) years from the date of the recording of an award, as described in Section 32.05(7), Wisconsin Statutes, in the Office of the Register of Deeds, in which to appeal for greater compensation without prejudice to **OWNER'S** right to use the compensation given to **OWNER** by the award.

**I.** If this Offer is accepted by **OWNER**, the transfer of title shall be accomplished within sixty (60) days after acceptance, including the payment to **OWNER** of said purchase price,

provided, however, that notwithstanding any provision herein to the contrary, said sixty (60) day period may, at the request of the **OWNER**, be extended by mutual agreement of the **OWNER** and **PURCHASER**.

J. This offer may be withdrawn by **PURCHASER** at any time prior to its acceptance by **OWNER**.

K. **PURCHASER** will prepare the necessary instruments to convey the interest acquired by **PURCHASER**.

L. This offer, if accepted by **OWNER**, shall constitute a binding contract.

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

BY: William K. Richardson  
William K. Richardson  
Assistant City Attorney

**ACCEPTANCE**

2010. The foregoing Offer is hereby accepted this 5<sup>th</sup> day of May.

**OWNERS:**

BY: Domenick Tirabassi, Jr.  
Domenick Tirabassi, Jr.

BY: Domenick Tirabassi, III  
Domenick Tirabassi, III

BY: James A. Tirabassi  
James A. Tirabassi

BY: James D. Tirabassi  
James D. Tirabassi

Drafted By:  
William K. Richardson  
Assistant City Attorney

## DESCRIPTION OF PROPERTY

The interest in the following described property sought to be acquired is Fee Simple.

ADDRESS: 27<sup>th</sup> Street [43rd-47<sup>th</sup> Avenue],  
Kenosha, Wisconsin

Tax Parcel No. 07-222-23-450-002

### Legal Description:

Fee title in and to a part of the land described in a Warranty Deed recorded in Volume 1013, Page 279, Document 631873, on March 20, 1978 with the Kenosha County Register of Deeds Office, in the Southwest Quarter of the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, State of Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of Lot 34 in Raven Hill Estates, a recorded subdivision, being here also the northeast corner of the intersection of 27<sup>th</sup> Street and 47<sup>th</sup> Avenue; thence South 1°34'44" East parallel to the west line of the Southeast Quarter of said Section 23, a distance of 30.005 feet to the point of beginning; thence North 89°21'26" East along the north line of the South One-half of said Quarter Section, 1,096.15 feet to the west line of the parcel of land acquired for street right-of-way and described in a Quit Claim Deed recorded in Volume 1384, Page 168, Document 837350, on February 22, 1990 with said land registry; thence South 0°38'34" East, at right angle to the last described course, 30.00 feet; thence South 89°21'26" West parallel to the north line of the South One-half of said Quarter Section, 1,095.66 feet to the east line of 47<sup>th</sup> Avenue; thence North 1°34'44" West along said east line, 30.005 feet to the point of beginning; containing 0.755 acres of land, more or less.

The above described is herein dedicated to the public as part of the 27<sup>th</sup> Street right-of-way.

## DESCRIPTION OF PROPERTY

**ADDRESS: 27<sup>th</sup> Street [43rd-47<sup>th</sup> Avenue],  
Kenosha, Wisconsin**

**Tax Parcel No. 07-222-23-450-002**

### **Legal Description:**

A **Temporary Limited Easement** for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 27<sup>th</sup> Street curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1021, said land being in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

A 15 (fifteen) feet in width strip of land, measured at right angle, lying south of and adjacent to, the following described line:

Commencing at the southwest corner of Lot 34 in Raven Hill Estates, a recorded subdivision, being here also the northeast corner of the intersection of 27<sup>th</sup> Street and 47<sup>th</sup> Avenue; thence South 1°34'44" East parallel to the west line of the Southeast Quarter of said Section 23, a distance of 60.01 feet to the point of beginning; thence North 89°21'26" East parallel to the north line of the South One-half of said Quarter Section, 1,106.28 feet to the west line of the parcel of land acquired for the 43<sup>rd</sup> Avenue right-of-way and described in a Quit Claim Deed recorded in Volume 1389, Pages 95-96, Document 839757 with the Kenosha County Register of Deeds Office, and there terminating.

This easement include the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Tirabassi Investments, LLP, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to City of Kenosha, a Municipal Corporation, grantee(s), for the sum of Five Hundred Dollars (\$500.00) on the following tract of land in Kenosha County, Wisconsin for the purpose to grade and slope .

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 27th Street curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1021, said land being in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

A 15 (fifteen) feet in width strip of land, measured at right angle, lying south of and adjacent to, the following described line:

Commencing at the southwest corner of Lot 34 in Raven Hill Estates, a recorded subdivision, being here also the northeast corner of the intersection of 27th Street and 47th Avenue; thence South 1°34'44" East parallel to the west line of the Southeast Quarter of said Section 23, a distance of 60.01 feet to the point of beginning; thence North 89°21'26" East parallel to the north line of the South One-half of said Quarter Section, 1,106.28 feet to the west line of the parcel of land acquired for the 43rd Avenue right-of-way and described in a Quit Claim Deed recorded in Volume 1389, Pages 95-96, Document 839757 with the Kenosha County Register of Deeds Office, and there terminating.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

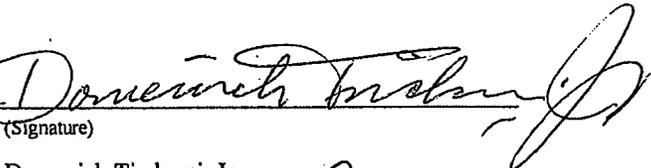
This easement shall terminate upon completion of the construction project for which this instrument is given.

Recording Area

Name and Return Address  
Sharon K. Krewson  
City of Kenosha  
Dept. of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

Parcel Identification Number:

07-222-23-450-002



(Signature)

Domenick Tirabassi, Jr.

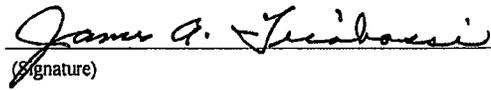
(Print Name)



(Signature)

Domenick Tirabassi **LLC**

(Print Name)



(Signature)

James A. Tirabassi

(Print Name)



(Signature)

James D. Tirabassi

(Print Name)

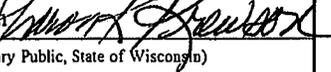
Subscribed and sworn to before me this date:

5th day of May, 2010

Domenick Tirabassi, Jr., Domenick Tirabassi IV,

James A. Tirabassi, and James D. Tirabassi

(Signature, Notary Public, State of Wisconsin)

Sharon K. Krewson 

(Print or Type Name, Notary Public, State of Wisconsin)

January 20, 2013

(Date Commission Expires)

Parcel No. 002

(SEAL)

THIS INSTRUMENT DRAFTED BY:  
S. K. Krewson, City of Kenosha

WARRANTY DEED  
STATE OF WISCONSIN  
EXEMPT #2r

Document Number

This Deed, made between Tirabassi Investments, LLP, Grantors, and City of Kenosha, a Municipal Corporation, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Kenosha County, State of Wisconsin (the "Property"):

Fee title in and to a part of the land described in a Warranty Deed recorded in Volume 1013, Page 279, Document 631873, on March 20, 1978 with the Kenosha County Register of Deeds Office, in the Southwest Quarter of the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal meridian, in the City of Kenosha, Kenosha County, State of Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of Lot 34 in Raven Hill Estates, a recorded subdivision, being here also the northeast corner of the intersection of 27<sup>th</sup> Street and 47<sup>th</sup> Avenue; thence South 1°34'44" East parallel to the west line of the Southeast Quarter of said Section 23, a distance of 30.005 feet to the point of beginning; thence North 89°21'26" East along the north line of the South One-half of said Quarter Section, 1,096.15 feet to the west line of the parcel of land acquired for street right-of-way and described in a Quit Claim Deed recorded in Volume 1384, Page 168, Document 837350, on February 22, 1990 with said land registry; thence South 0°38'34" East, at right angle to the last described course, 30.00 feet; thence South 89°21'26" West parallel to the north line of the south One-half of said Quarter Section, 1,095.66 feet to the east line of 47<sup>th</sup> Avenue; thence North 1°34'44" West along said east line, 30.005 feet to the point of beginning; containing 0.755 acres of land, more or less.

The above described is herein dedicated to the public as part of the 27<sup>th</sup> Street right-of-way.

Recording Area

Name and Return Address:  
Attention: Sharon Krewson  
City of Kenosha  
Department of City Development  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140

07-222-23-450-002

Parcel Identification Number (PIN)

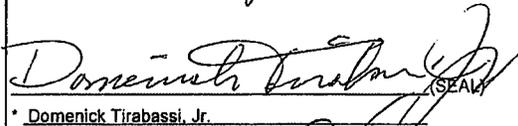
This is not homestead property.  
(X)(is not)

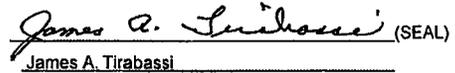
Property Address: 27<sup>th</sup> Street (43<sup>rd</sup> - 47<sup>th</sup> Avenue)

Together with all appurtenant rights, title and interests.

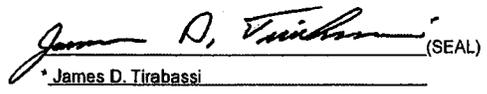
Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except easements and restrictions of record, if any.

Dated this 5<sup>th</sup> day of May, 2010.

 (SEAL)  
\* Domenick Tirabassi, Jr.

 (SEAL)  
James A. Tirabassi

 (SEAL)  
\* Domenick Tirabassi

 (SEAL)  
\* James D. Tirabassi

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

ACKNOWLEDGMENT

State of Wisconsin }  
Kenosha County } ss.

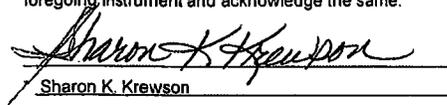
Personally came before me this 5<sup>th</sup> day of

May 2010, the above named

Domenick Tirabassi, Jr., Domenick Tirabassi, IV,

James A. Tirabassi, and James D. Tirabassi

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

  
Sharon K. Krewson

Notary Public, State of Wisconsin

My Commission expires:

January 20, 2013

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_ Authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:

S. K. Krewson, City of Kenosha

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity must be typed or printed below their signature.

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

**LOCATION/SURROUNDINGS:**

Site: Northeast corner of Green Bay Road and Washington Road

**NOTIFICATIONS/PROCEDURES:**

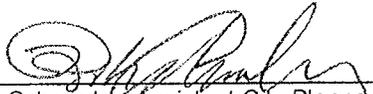
The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee. Final approval by the Board of Water Commissioners and the Common Council is required.

**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 15<sup>th</sup> of any calendar year without express written approval of the City Engineer, and no paving work will be permitted after December 1<sup>st</sup> of any calendar year. Construction may commence after April 1<sup>st</sup> 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 of 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: \_\_\_\_\_

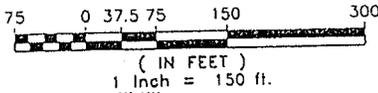
The following exhibits to the Developers Agreement are on file in the office of the Department of City Development, City of Kenosha, located at 625 52nd Street, Room 308, Kenosha, WI 53140:

- 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

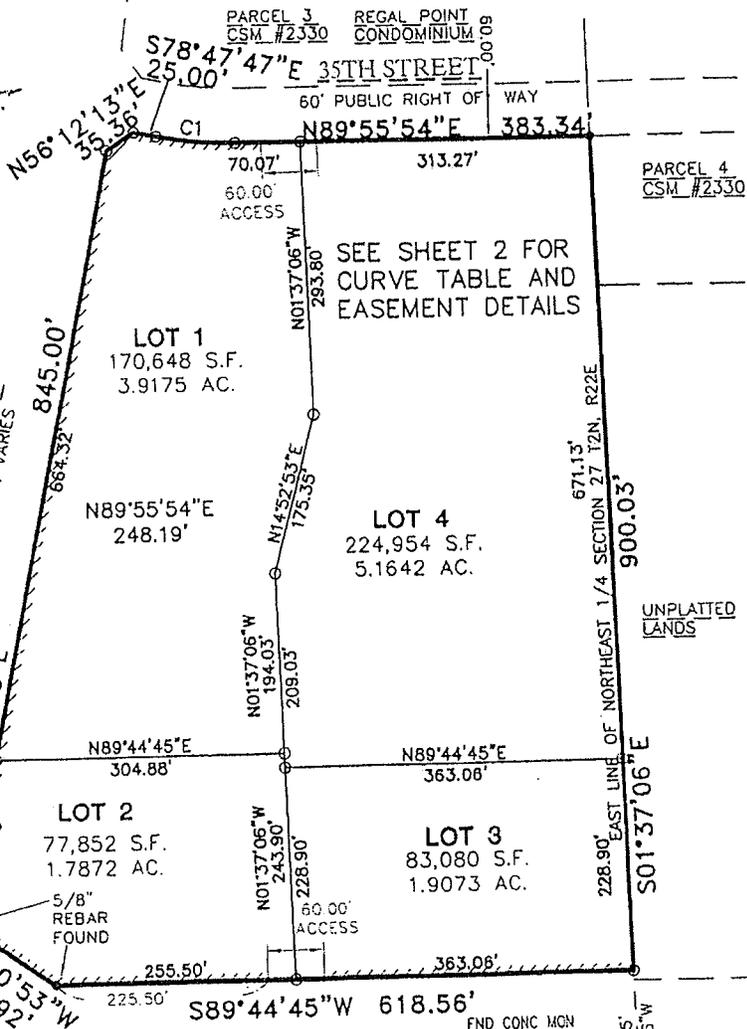
CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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.

GRAPHIC SCALE

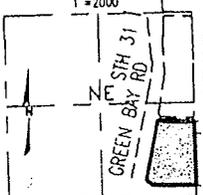


- INDICATES CONCRETE MONUMENT WITH BRASS CAP FOUND
- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.O. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.



VICINITY MAP

NE 1/4 SEC.27  
T2N, R22E  
1"=2000'



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/ALUM 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 TO469(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

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373

www.rasmithnational.com  
535164110.dwg C:\111\151.dwg\CSM#2330

SHEET 1 OF 5

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH 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.



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

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**WASTE DIVISION**  
ROCKY BEDNAR  
SUPERINTENDENT

**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT

**ADMINISTRATION SUPERVISOR**  
JANICE D. SCHROEDER

## 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

May 6, 2010

To: G. John Ruffolo, Chairman  
Public Works Committee

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

Subject: \* \* \* \* **INFORMATION ONLY** \* \* \* \*  
*Report on Brick Pavers and Brick Paver Streets*

### BACKGROUND/ANALYSIS

From 1912 to 1934, the City of Kenosha constructed many streets with brick pavers. Currently, there are still a total of 3,729 linear feet of exposed brick streets in Kenosha. Also, there remains approximately 36,650 linear feet of brick streets overlaid with asphalt.

The City has a store of palletized brick pavers salvaged from past pavement reconstruction projects. The current inventory is 226 pallets of brick pavers amounting to approximately 55,000 bricks.

### RECOMMENDATION

Receive and file the report.

MML



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

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

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MAURO LENCI  
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ROCKY BEDNAR  
SUPERINTENDENT

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

ADMINISTRATION SUPERVISOR  
JANICE D. SCHROEDER

## 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

May 7, 2010

To: G. John Ruffolo, Chairman  
Public Works Committee

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

Subject: \* \* \* \* **INFORMATION ONLY** \* \* \* \*  
*Mutual Assistance Agreement with the Wisconsin Department of Military Affairs*

### BACKGROUND/ANALYSIS

For the last two years the Wisconsin APWA Emergency Management Committee has been working on a Mutual Assistance Agreement with the Wisconsin Department of Military Affairs. At the end of last year Governor Doyle signed the agreement and the State of Wisconsin now has a "**Statewide Mutual Assistance Agreement**". I have attached the agreement, and the statutory authority for your review, it should be noted that this agreement does not supersede any agreement that you might have, it can only complement it.

Staff's intent is for the members of the Public Works Committee to review the document, and comment as may be appropriate.

### RECOMMENDATION

Receive and file the report.

MML

**PUBLIC WORKS MUTUAL ASSISTANCE  
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement as provided in Section 11 and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement or on file pursuant to Section 11.

**WHEREAS**, the parties hereto have determined because of geographical and regional considerations it is important for Wisconsin public works to coordinate mutual aid through the Public Works Mutual Assistance Agreement for the effective and efficient provision of Mutual aid between the Units; and

**WHEREAS**, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

**WHEREAS**, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as public works services.

**WHEREAS**, section 323.13(1)(d) of the Wisconsin Statutes relates to standards for local emergency management programs, and

**WHEREAS**, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

**WHEREAS**, Public Works is recognized as a first responder pursuant to Homeland Security Personnel Directive (HSPD8); and

Final  
2/2010

**WHEREAS,** the American Public Works Association (APWA) recognizes and encourages the formation of statewide mutual assistance agreements which provide for public works support across the full spectrum of public works functions; and

**WHEREAS,** Emergency Management Assistance Compacts (EMAC), ratified by Congress and the State of Wisconsin, has been established to coordinate interstate response and is coordinated through Wisconsin Emergency Management (WEM); and

**WHEREAS,** the National Response Framework (NRF) presents the guiding principles that enable all public works response partners to prepare for and provide for a unified national response to disasters and emergencies and the NRF provides public works with a systematic proactive approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents in order to reduce the loss of life and property, and harm to the environment; and

**WHEREAS,** the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in public works for the protection of life and property from an emergency or disaster; and,

**WHEREAS,** the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;

**NOW, THEREFORE,** in consideration of the foregoing recitals, the Unit's membership in the Public Works Mutual Assistance Agreement and the covenants contained herein,

**THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member

**Final  
2/2010**

Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Public Works Mutual Assistance Agreement is desirable for the effective and efficient provision of mutual aid.

## **SECTION TWO**

### **Definitions**

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit.
- B. "Authorized Representative": A party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement. The list of Authorized Representatives for each party shall be attached to the executed copy of this Agreement. In the event of a change of personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.
- C. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.

- D. "Executive Board": The statewide oversight board of PWMAS which is comprised of Region representatives.
- E. "Incident command system": This system has the meaning specified in s. 323.02(9), Stats., and follows the guidelines of the National Incident Management System, also known as NIMS.
- F. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the Public Works Mutual Assistance Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of PWMAS.
- G. "Public Works": The physical structures and facilities developed or acquired by a local unit of government or a federally recognized American Indian tribe or band in this state to provide services and functions for the benefit and use of the public, including water, sewerage, waste disposal, utilities, and transportation.
- H. "Public Works Mutual Assistance System" (hereinafter referred to as PWMAS): A definite and prearranged plan whereby emergency response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the Member Units and amended from time to time.
- I. "PWMAS or 'Public Works Mutual Assistance System' region" means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Authorized Representative or his/her designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the PWMAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Authorized Representative, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Authorized Representative, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Authorized Representative, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services are requested according to the system maintained by PWMAS.
  2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
  3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of PWMAS;

4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

#### **SECTION FOUR**

##### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Planning Section Chief, or his designee, of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Authorized Representative or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

#### **SECTION FIVE**

##### **Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement may be waived at the discretion of the Aiding Unit. It is the policy of the parties to this Agreement to seek compensation from a Stricken Unit only when the costs associated with the mutual assistance causes a financial burden upon the Aiding Unit. However, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

#### **SECTION SIX**

##### **Insurance**

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's

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compensation, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The PWMAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the PWMAS. Upon request, Member Units shall provide such evidence as herein provided to the PWMAS members.

## **SECTION SEVEN**

### **Indemnification Liability and Waiver of Claims**

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of reckless, wanton, or intentional misconduct by a party hereto or its personnel.

## SECTION EIGHT

### **Non-Liability for Failure to Render Aid**

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## SECTION NINE

### **Non-Discrimination**

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

## SECTION TEN

### Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Region and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with Legal Counsel, Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 242-3232.

## SECTION ELEVEN

### Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 242-3232.

## SECTION TWELVE

### Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

## **SECTION THIRTEEN**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION FOURTEEN**

### **Notices**

All notices to terminate or join hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the PWMAS mailing lists or, to other such addresses as shall be agreed upon.

## **SECTION FIFTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

## **SECTION SIXTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION SEVENTEEN**

### **Executive Board of PWMAS**

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the

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Member Units. The Executive Board shall consist of a member elected from each Region within PWMAS who shall serve as the voting representative of said Region on PWMAS matters, and may appoint a designee. Such designee shall be from within the respective Region and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the PWMAS.

## **SECTION EIGHTEEN**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the PWMAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

## **SECTION NINETEEN**

### **Rules and Procedure**

Rules, procedures and by laws of the PWMAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the PWMAS. In Wisconsin, PWMAS policies and general operating procedures shall be available on request without charge from Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 242-3232. PWMAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

**SECTION TWENTY**

**Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the PWMAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this Public Works Mutual Assistance Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Public Works Mutual Assistance Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Political Entry

\_\_\_\_\_  
President or Mayor, Chairman, Executive or Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)

**ADDENDUM A TO PUBLIC WORKS MUTUAL ASSISTANCE AGREEMENT**

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

**WHEREAS**, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as public works services. Such a contract may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and

**WHEREAS**, the (INSERT YOUR COMMUNITY) (GOVERNING BODY) believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Public Works Mutual Assistance Agreement would afford these benefits to county residents by coordinating public works functions, as recommended in Resolution (INSERT RESOLUTION # AND DATE) ; and

**WHEREAS**, it is in the best interest of the (INSERT YOUR COMMUNITY) to enter into the proposed Public Works Mutual Assistance Agreement to provide for the coordination of public works services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

**WHEREAS**, it is in the best interest to designate (INSERT POSITION) as the authorized Representative of (INSERT YOUR COMMUNITY) for the Public Works Mutual Assistance Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Public Works Mutual Assistance Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the (INSERT TITLE OF ELECTED OFFICIAL, AND (CITY, TOWN, VILLAGE) CLERK), be authorized to execute the same on behalf of the (INSERT YOUR COMMUNITY)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

(INSERT YOUR COMMUNITY)

**By:** \_\_\_\_\_  
(INSERT NAME OF ELECTED OFFICIAL)

**Attest:** \_\_\_\_\_  
(INSERT NAME OF CLERK)

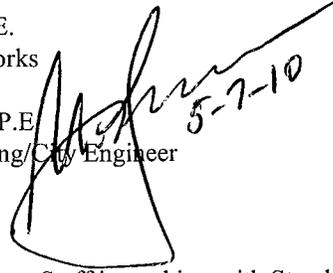


May 7, 2010

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. There are a number of items that staff would like refined. Staff is continuing plan review activities. Staff prepared a status report presentation for the next SWU Committee meeting. (Citywide)
- Project #09-1017 – 38<sup>th</sup> Street Bridge Reconstruction (ARRA) Kilbourn Road Ditch to Gordon Foods** – [Zenith Tech] 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 - 38<sup>th</sup> Street Reconstruction from I-94 East Frontage Road to Kilbourn Road Ditch** – [Michels Construction] Work is in progress. KWU water main and sanitary sewer is nearly complete. (16)
- Project #09-1024 - I-94 West Frontage Road from CTH K (60<sup>th</sup> Street) to 71<sup>st</sup> Street** – Design work nearly complete and project is being advertised. Bid Opening is scheduled for May 19, 2010. R/W acquisition is in progress. (17)
- Project #09-1025 (ARRA) - 80<sup>th</sup> Street from 30<sup>th</sup> Avenue to 39<sup>th</sup> Avenue** – [Payne & Dolan] This is a state project. Project is expected to start around the first week of June. (13, 14)
- Project #09-1027 Pavement Marking in School Zones** [Brickline] Weather conditions will allow work to start soon, but pavements must be warm and dry. (City Wide)
- Project #09-1028 (ARRA) - 30<sup>th</sup> Avenue from 80<sup>th</sup> Street to 89<sup>th</sup> Street** – [Payne & Dolan] This is a state project. Project is expected to start around the first week of June. (9, 13, 14)
- Project #09-1120 – 3500 Block 39<sup>th</sup> Avenue Detention Basin Renovation** – [Mann Bros.] Work is nearly complete, including punch list items. (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 nearly complete and play will resume in May. (10)
- Project #09-1443 and 08-1443 – Bike Path Extensions** – Project design is nearly complete. (16)
- Project #09-1751 – Parking Lot Resurfacing, 5<sup>th</sup> Ave and 56<sup>th</sup> Street** – [Cicchini] Work is in progress. (2)
- Project #10-1012 - Resurfacing Phase I** – [Cicchini] Work is in progress. (11, 13, 14, 15)
- Project #10-1015 - Resurfacing Phase II** - [Cicchini] Bid Opening scheduled was May 5, 2010. Project will be awarded May 17. (6, 16)
- Project #10-1016 - Resurfacing Phase III** - Bid Opening scheduled for June 9, 2010. (5, 6, 11)
- Project #10-1017 - New Road Construction and Reconstruction (27<sup>th</sup> Street and 39<sup>th</sup> Avenue)** [Payne & Dolan] Contract was awarded on May 3, 2010. Work will commence soon. (5)
- Project #10-1111 - Emergency Multi-Plate Storm Sewer Repair** – [DK Contractors] Contractor has started excavation and prep work, and has exposed the top of the failed pipe. Contractor is waiting for pipe material delivery. (2)
- Project #10-1208 – Sidewalk and Curb and Gutter Repair** – Staff is preparing final quantities and contract will be ready for bidding soon. (Citywide)
- Project #10-1541 – KPM HVAC Rooftop Compressor Replacement** – [Grunau] - Work is in progress. (2)

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

- 39<sup>th</sup> Avenue from 24<sup>th</sup> Street to 18<sup>th</sup> Street with assistance from SEH
- 14<sup>th</sup> Avenue from 25<sup>th</sup> Street to 31<sup>st</sup> Street with assistance from Benesch
- MOB Parking Lot Improvements
- Miscellaneous Bike Path projects