

<p style="text-align:center">AGENDA PUBLIC WORKS COMMITTEE</p>

**MONDAY, AUGUST 4, 2014
ROOM 202
5:30 P.M.**

**Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom**

**Scott N. Gordon
Rhonda Jenkins
Patrick Juliana**

Approval of minutes of regular meeting held on July 21, 2014.

1. Resolution by the 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 (Project 14-1015 39th Avenue Resurfacing). **PUBLIC HEARING (District 10)**
2. Award of Contract for Project 14-1016 104th Avenue Resurfacing (104th Avenue – 60th Street to 321 ft North of 64th Street, 55th Avenue – 45th Street to 298 feet North of 45th Street) to Black Diamond (Oak Creek, WI) in the amount of \$207,000.00. **(Districts 16 & 17)**
3. Award of Contract for Project 14-1019 Joint, Crack Cleaning and Sealing (Citywide Locations) to Fahrner Asphalt Sealers (*Wauaukee, WI*) in the amount of \$150,000.00. **(All Districts)**
4. By the Finance Committee – Resolution to Amend the City of Kenosha Capital Improvement Program for 2014 by Increasing OT10-001 “Overpass Painting” in the amount of \$45,000 and Decreasing OT14-004 “Downtown Street Lighting Upgrade” in the amount of \$45,000 for a net change of \$0. (*also referred to Finance Committee*)
5. Award of Contract for Project 14-2002 Overpass Painting Phase IV (1200 Block of 43rd Street, 1300 Block of 57th Street, 1300 Block of 68th Street) to Mill Coatings, Inc. (Suamico, Wisconsin) in the amount of \$195,000. **(Districts 1, 2, 3)**
6. By the Mayor – Resolution to approve a one-lot Certified Survey Map for property at 3501 120th Avenue. (Project Onyx) **(District 16)** (*City Plan Commission-Approved-Ayes 10: Noes 0*) (*referred on July 21, 2014 Common Council agenda*)
7. Petition to vacate an alley east of 40th Avenue and north of 79th Street. (DeWitt/Prozanski) **(District 14)** (*City Plan Commission-Approved-Ayes:10: Noes 0*) (*referred on July 21, 2014 Common Council agenda*)

8. Development Agreement between the City of Kenosha and the Kenosha Water Utility and 125th Avenue Hotel, LLC and SMMFLP Limited Partnership. (Hampton Inn) **(District 16)** *(City Plan Commission-Approved-Ayes 10:Noes 0) (also referred to Stormwater Utility Committee and Board of Water Commissioners) (referred on July 21,2014 Common Council agenda)*
9. Request to pave lawn park area with stamped concrete for Project 14-1026 56th Street Sidewalk (north side only 912 56th Street to 1112 56th Street). **(District 2)**

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS
COMMITTEE

ALDERMAN COMMENTS

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

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

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, JULY 21, 2014
5:30 P.M.

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Rhonda Jenkins
Patrick Juliana

The regular meeting of the Public Works Committee was held on Monday, July 21, 2014 in Room 202 of the Municipal Building. The following members were present: Chairman Eric Haugaard, Vice Chairman Jan Michalski, Aldermen Steve Bostrom, Scott N. Gordon, Rhonda Jenkins, and Patrick Juliana. The meeting was called to order at 5:42PM. Staff member in attendance was Mike Lemens.

Approval of minutes of regular meeting held on July 7, 2014.

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

1. Resolution by Alderperson Rhonda Jenkins – To Subname 52nd Street at its Intersection with Sheridan Road as “Lou Perrine, Sr. Way”. **(District 2)**
It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 6-0.
2. Proposed Ordinance by Alderperson Anthony Kennedy – To Repeal and Recreate Subsection 1.025 C (of the Code of General Ordinances of the City of Kenosha) Regarding Attire for Members at Meetings of the Common Council. *(PSW Committee approved 5-0)*
It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 5-1 with Alderman Bostrom voting no.
3. Award of Contract for Project 14-1012 2014 Resurfacing Phase I (18th Avenue – 67th Street to 69th Street, 51st Street – 68th Avenue to 650 feet West, 68th Avenue – 52nd Street to 1050 feet North) to Payne & Dolan, Inc. (Kenosha, Wisconsin) in the amount of \$550,000. (\$510,000 in resurfacing funds) **(Districts 12 & 16)**
It was moved by Alderman Gordon, seconded by Alderman Juliana to approve. Motion passed 6-0.
4. Award of Contract for Project 14-1015 39th Avenue Resurfacing (39th Avenue – 45th Street to Washington Road and 52nd Street to 500 feet north) to Payne & Dolan, Inc. (Kenosha, Wisconsin) in the amount of \$776,000. **(District 10)**
It was moved by Alderman Juliana, seconded by Alderman Jenkins to approve. Motion passed 6-0.
5. Resolution by Committee on Public Works – Preliminary Resolution Declaring Intent to Levy Assessments for Hazardous Sidewalk and/or Driveway Approach for Project 14-1026 56th Street Sidewalk (56th Street – Sheridan Road to 13th Avenue). **(District 2)**
It was moved by Alderman Juliana, seconded by Alderman Gordon to approve. Motion passed 6-0.

6. Quit Claim Deed from the City of Kenosha to Trolley Square, LLC for property at 5607 6th Avenue. **(District 2)** *(City Plan Commission approved 8-0)*
It was moved by Alderman Gordon, seconded by Alderman Juliana to approve. Motion passed 6-0.

INFORMATIONAL: Project Status Report

ADJOURNMENT – *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:58PM.*

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 **4th day of August, 2014**, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

39th Avenue – 45th Street to Washington Road and 52nd Street to 500 feet North

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

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (“Work”) prior to the start of work on their block, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by

assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out after the first of the year following Work being completed. 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 4th day of August, 2014.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, CITY CLERK/TREASURER

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

RUN DATE: 07/24/14
FOR PROJECT: 14-115

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
07-222-25-325-001-0		75.000	
PROPERTY ADDRESS		ADDITIONAL	75.00 @ \$.00 = \$.00
SMMFLP LIMITED PARTNERSHIP		NUMBER OF SQUARES	
3825 039 AV		HANDICAP RAMP DONE AT CITY COST	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
SMMFLP LIMITED PARTNERSHIP		UNIT 1 BRADFORD PLAZA CONDOMINIUMS	
4011 80TH ST		A RE-DIV OF LOT 2 CSM #2181 PT OF	
KENOSHA, WI 53142		SW 1/4 SEC 25 T 2 R 22 PLAT #563	
		DOC#1473951	
		(2007 PT 07-222-25-326-010)	
		DOC#1490495	
		DOC#1691206	
		DOC#1691207	

07-222-25-326-009-0		NUMBER OF SQUARES	
PROPERTY ADDRESS		NO WORK TO BE DONE	
LIZA REYNOLDS LTD PARTNERSHIP			
3821 WAS RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
LIZA REYNOLDS LTP PARTNERSHIP		LOT 1 CSM# 2181 DOC#1178331	
1022 EAST ADAMS		PT SW 1/4 SEC 25 T2 R22	
SPRINGFIELD, IL 62703		(2001 PT 07-222-25-326-005)	
		DOC#1085216	1.04 AC
		DOC #1184828	

PARCEL NUMBER	LOT	575.000	\$3,507.50
07-222-25-327-002-0			
PROPERTY ADDRESS		4" CONC R-R	100.00SF @ \$6.60 = \$660.00
MILLS ENTERPRISES LLC		6" CONC R-R	250.00SF @ \$6.70 = \$1675.00
3807 040 ST		6" DRV APP	175.00SF @ \$6.70 = \$1172.50
		ADDITIONAL	50.00 @ \$.00 = \$.00

MAIL TO ADDRESS	LEGAL DESCRIPTION
MILLS ENTERPRISES LLC	PT SW 1/4 SEC 25 T 2 R 22 COM
4011 80TH ST	638.8 FT S OF NW COR OF SD SEC
KENOSHA, WI 53142	TH S'LY 331.78 FT E'LY 519.14
	FT N'LY 331.78 FT W'LY 519.14
	FT TO BEG EXC N 60 FT & W 33
	FT FOR STREET
	V 1583 P 938
	V 1670 P 909
	DOC #1234012
	DOC #1257225
	DOC #1257226
	DOC #1257227
	DOC #1531694

PARCEL NUMBER	LOT	
07-222-25-351-002-0		
PROPERTY ADDRESS		NUMBER OF SQUARES
WIS ELECTRIC POWER CO		NO WORK TO BE DONE
4401 039 AV		
MAIL TO ADDRESS	LEGAL DESCRIPTION	
WISCONSIN ELECTRIC POWER CO	SW 1/4 SEC 25 T 2 R 22 COM ON	
REAL ESTATE DEPARTMENT -A440	W 1/4 LINE & 223.5 FT N OF SW	
MILWAUKEE, WI 53203-0001	1/4 COR TH E 1339.8 FT N 127	
	FT W 1339.8 FT S 127 FT TO BEG	
	SUBJECT TO ROW ACROSS E 25 FT	

PARCEL NUMBER	LOT	
07-222-25-351-003-0		
PROPERTY ADDRESS		NUMBER OF SQUARES
ATC TRANSPORTATION LLC F/K/A ATC L		NO WORK TO BE DONE
3700 045 ST		
MAIL TO ADDRESS	LEGAL DESCRIPTION	
ATC TRANSPORTATION LLC	SW 1/4 SEC 25 T 2 R 22 COM	
10801 CORPORATE DR	33FT N & 40 FT E OF SW COR OF	
PLEASANT PRAIRIE, WI 53158	SEC TH E 884.85 FT N 190.5 FT	
	W 885.38 FT S 190.5 FT TO BEG	
	DOC#977804	

PARCEL NUMBER LOT 100.000 \$667.50
08-222-26-401-001-0
PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$6.60 = \$165.00
PAT INC 6" CONC R-R 75.00SF @ \$6.70 = \$502.50
3903 WAS RD NUMBER OF SQUARES 4

MAIL TO ADDRESS
PAT INC
3720 39TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
SE 1/4 SEC 26 T 2 R 22 BEG NE
COR OF SD 1/4 SEC TH S 146.7
FT W 151 FT N 145.9 FT E 151
FT TO PT OF BEG EXC BEG NE COR
SD 1/4 SEC TH S 146.7 FT W
40.02 FT N 76.44 FT NW'LY
14.26 FT W 101 FT N 60 FT E
151 FT TO PT OF BEG V 674 P 19
DOC#1124449
DOC#1673478
DOC#1717640

PARCEL NUMBER LOT 75.000 \$495.00
08-222-26-401-009-0
PROPERTY ADDRESS 4" CONC R-R 75.00SF @ \$6.60 = \$495.00
BANE NELSON INC NUMBER OF SQUARES 3
4116 039 AV

MAIL TO ADDRESS
BANE NELSON INC
PO BOX 188
KENOSHA, WI 53141-0188

LEGAL DESCRIPTION
SE 1/4 SEC 26 T 2 R 22 BEG
1510 FT N OF SE COR SD 1/4 SEC
TH W 660 FT N 145 FT E 660 FT S
145 FT TO BEG EXC E 40 FT FOR
STREET
DOC#1101772
DOC#1167649

PARCEL NUMBER LOT NUMBER OF SQUARES
08-222-26-401-010-0 NO WORK TO BE DONE
PROPERTY ADDRESS
JENNIFER L SCHANKEY & CHAD E LARSE
3828 039 AV

MAIL TO ADDRESS
JENNIFER L SCHANKEY
CHAD E LARSEN
FRANKLIN, WI 53132

LEGAL DESCRIPTION
SE 1/4 SEC 26 T 2 R 22 BEG
256.7 FT S OF NW COR SD 1/4
SEC TH S 80 FT W 271 FT N 80
FT E 271 FT TO PT OF BEG EXC
E 40.02 FT FOR STREET
V1604 P 289
DOC#1125656
DOC#1226851

PARCEL NUMBER LOT
08-222-26-401-011-0

PROPERTY ADDRESS
DENISE A KENDALL
3816 039 AV

NUMBER OF SQUARES
NO WORK TO BE DONE

MAIL TO ADDRESS
DENISE A KENDALL
3816 39TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
SE 1/4 SEC 26 T 2 R 22 BEG
146.7 FT S OF NE COR OF SD 1/4
SEC TH S 110 FT W 271 FT N
75.2 FT E 120 FT N 34.8 FT E
151 FT TO PT OF BEG EXC E
40.02 FT FOR STREET
DOC #988885
DOC#1728198

PARCEL NUMBER LOT

175.000 \$1,172.50

08-222-26-401-013-0
PROPERTY ADDRESS
BANE-NELSON, INC
4000 039 AV

6" DRV APP 175.00SF @ \$6.70 = \$1172.50
NUMBER OF SQUARES

MAIL TO ADDRESS
BANE-NELSON INC
4019 43RD ST
KENOSHA, WI 53144-3418

LEGAL DESCRIPTION
PT SE 1/4 SEC 26 T 2 R 22 COM
336.7 FT S & 40 FT W OF NE COR
SD 1/4 TH W 1139.41 FT S
813.25 FT E 521.67 FT N 145 FT
E 620 FT TO W LN 39TH AV TH N
668.3 FT TO BEG 1983 19.25 AC

PARCEL NUMBER LOT

75.000 \$495.00

08-222-26-476-002-0
PROPERTY ADDRESS
WIS ELECTRIC POWER CO
4400 039 AV

4" CONC R-R 75.00SF @ \$6.60 = \$495.00
NUMBER OF SQUARES 3

MAIL TO ADDRESS
WISCONSIN ELECTRIC POWER CO
REAL ESTATE DEPARTMENT -A440
MILWAUKEE, WI 53203-0001

LEGAL DESCRIPTION
SE 1/4 SEC 26 T 2 R 22 BEG 220
FT N OF SE COR TH W 1331.34 FT
N 100.74 FT E 1331 FT S 110 FT
TO BEG

PARCEL NUMBER LOT 25.000 \$165.00
08-222-35-176-017-0

PROPERTY ADDRESS
INDYCO REAL ESTATE LLC
3900 052 ST

4" CONC R-R 25.00SF @ \$6.60 = \$165.00
NUMBER OF SQUARES 1

MAIL TO ADDRESS
INDYCO REAL ESTATE LLC
1400 TRI STATE INT'L, STE 14
LINCOLNSHIRE, IL 60069

LEGAL DESCRIPTION
THE S 175.7 FT OF LOT 1 HIRAM
H BRADLEY'S SUB EXC THE S 17
FT & THE E 40 FT FOR RD BEING
PT NE 1/4 SEC 35 T 2 R 22
DOC#1356915
DOC#1379268
DOC#1407502
DOC#1446667
DOC#1684267

PARCEL NUMBER LOT 210.000 \$1,399.50
08-222-35-176-019-0

PROPERTY ADDRESS
RED BRICK CAR WASH LLC
5130 039 AV

4" CONC R-R 75.00SF @ \$6.60 = \$495.00
6" CONC R-R 25.00SF @ \$6.70 = \$167.50
6" DRV APP 110.00SF @ \$6.70 = \$737.00
NUMBER OF SQUARES 4

MAIL TO ADDRESS
RED BRICK CAR WASH LLC
5744 W IRVING PARK
CHICAGO, IL 60634

LEGAL DESCRIPTION
THE N 319.3 FT OF LOT 1 HIRAM
H BRADLEY'S SUB PT NE 1/4 SEC
35 T 2 R 22 EXC E 40 FT FOR RD
DOC#1649379

PARCEL NUMBER LOT 210.000 \$1,404.50
09-222-36-252-020-0

PROPERTY ADDRESS
JOHN H BEARD
5101 039 AV

4" CONC R-R 25.00SF @ \$6.60 = \$165.00
6" CONC R-R 90.00SF @ \$6.70 = \$603.00
6" DRV APP 95.00SF @ \$6.70 = \$636.50
NUMBER OF SQUARES 5

MAIL TO ADDRESS
JOHN H BEARD
5101 39TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT A CSM #1676 V1591 P 6
F/K/A LOT 4 CSM #1495 PT
NW 1/4 SEC 36 T 2 R 22
(1994 PT 09-222-36-252-019)
DOC #976164 .15 AC
DOC #976166
DOC #989522
DOC#1643441

PARCEL NUMBER	LOT	430.000	\$2,876.00
09-222-36-253-001-0			
PROPERTY ADDRESS		4" CONC R-R	50.00SF @ \$6.60 = \$330.00
HUANG FAMILY TRUST DTD 6/23/2006 &		6" CONC R-R	170.00SF @ \$6.70 = \$1139.00
3820 052 ST		6" DRV APP	210.00SF @ \$6.70 = \$1407.00
		NUMBER OF SQUARES	9

MAIL TO ADDRESS
 HUANG FAMILY TRUST
 SILVER SHIELD LLC
 SAN FRANCISCO, CA 94121

LEGAL DESCRIPTION
 16958-1 PT NW 1/4 SEC 36 T2 R 22
 COM SW COR OF SEC TH E 295.02 FT
 ON S 1/4 LINE TH N 476.60 FT W
 295.02 FT S 476.60 FT TO BEG EXC
 THE S 50 FT & W 40 FT & E 30 FT
 FOR STREETS
 V 1368 P 557
 DOC#1256712
 DOC#1391099
 DOC#1679874

STREET TOTAL	2,625.00	\$15,000.00
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GRAND TOTALS	PARCELS 18	FOOTAGE	2,625.000	TOTAL COST	\$15,000.00
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ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR.
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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 EMAIL PUBLICWORKS@KENOSHA.ORG

July 29, 2014

To: Eric J. Haugaard, Chairman
 Public Works Committee

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

Subject: Project: 14-1016 104th Avenue Resurfacing
 Location: Base Bid - 104th Avenue from 60th Street to 321 feet north of 64th Street
 Alternate Bid - 55th Avenue from 44th Street to 298 feet north of 45th Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. The Engineer's Estimate was \$181,000.00.

This project consists of the pulverization and preparation of existing roadways and foundations, restriping of the roadways, pavement marking arrows and words, asphalt pavement, and other incidental works necessary to complete said work.

Following is the list of bidders:

Contractor	Base Bid Total	Alternate Bid Total	Total
Black Diamond Group Inc., Oak Creek, WI	\$156,102.50	\$31,448.00	\$187,550.50
Cicchini Asphalt LLC, Kenosha, WI	\$227,241.80	\$33,096.00	\$260,337.80

It is recommended that the base bid and alternate bid for this contract be awarded to low bidder Black Diamond Group Inc., Oak Creek, WI in the amount of \$207,000.00 as follows:

	Bid Total	Contingency (if needed)	Total	Remaining Budget	Funding Source
Base Bid	\$156,102.50	\$15,897.50	\$172,000.00	\$192,500.00	CIP IN-14-001
Alternate Bid	\$31,448.00	\$3,552.00	\$35,000.00	\$310,000.00	CIP IN-93-002
Total			\$207,000.00		



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DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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July 31, 2014

To: Eric J. Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley dm*
Deputy Director of Public Works /City Engineer

Subject: Project: 14-1019 Joint, Crack Cleaning and Sealing
Location: Citywide

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$150,000. Budget amount is \$150,000.

This project consists of routing, cleaning cracks and joints in asphalt or concrete pavements and sealing prepared cracks and joints with an approved sealing material.

Following is the list of bidders:

Contractor	Class I Routing & Sealing (Asphalt)	Class II Cleaning & Sealing (Asphalt or Concrete)	Bid Total
Fahrner Asphalt Sealers	\$168,000.00	\$154,000.00	\$322,000.00

It is recommended that this contract be awarded to Fahrner Asphalt Sealers, for the amount of \$150,000.00. This is a quantities and unit cost contract. Actual work will be adjusted to commensurate with available funding and will not exceed the budgeted amount of \$150,000.00. Funding is from CIP Line Item IN-93-002.

SAB/dm



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
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MICHAEL M. LEMENS, P.E., DIRECTOR
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July 30, 2014

To: Eric Haugaard, Chairman
Public Works Committee

From: Shelly Billingsley, P.E. 
Deputy Director of Public Works / City Engineer

Subject: ***Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2014 by Increasing OT-10-001 “Overpass Painting” in the Amount of \$45,000 and Decreasing OT-14-004 “Downtown Street Lighting Upgrade” in the Amount of \$45,000 for a net change of \$0.***

BACKGROUND INFORMATION

Staff requested a CIP Amendment be drafted by Finance to amend the CIP for 2014 to allow for additional funds to be allocated to Overpass Painting to complete the Anti-Graffiti Coating on all bridges.

RECOMMENDATION

Approve the amendment to amend the City of Kenosha Capital Improvement Program for 2014 by Increasing OT-10-001 “Overpass Painting” in the Amount of \$45,000 and Decreasing OT-14-004 “Downtown Street Lighting Upgrade” in the Amount of \$45,000 for a net change of \$0.

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2014
By Increasing OT10-001 "Overpass Painting" in the Amount of \$45,000 and Decreasing
OT14-004 "Downtown Street Lighting Upgrade" in the Amount of \$45,000 for a Net Change of \$0

WHEREAS, Public Works would like to award an anti-graffiti coating project piece to the
overpass painting project; and

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Public Works Committee and the Finance Committee on August 4, 2014;

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

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
OT-10-001	Overpass Painting (2014)	154,615	45,000	199,615
OT-14-004	Downtown Street Lighting Upgrade (2014)	69,949	(45,000)	24,949

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT
FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT
WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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EMAIL PUBLICWORKS@KENOSHA.ORG

July 23, 2014

To: Eric J. Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

Subject: Project: 14-2002 Overpass Painting Phase IV
Location: Base Bid – 1200 Block of 43rd Street, 1300 Block of 57th Street,
1300 Block of 68th Street
Alternate Bid (Removing graffiti and applying anti-graffiti coating) –
43rd St, 50th St, 52nd St, 57th St, 60th St, 65th St, 68th St, Sheridan Road
and Washington Road

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$150,000. Budget amount is \$195,000 with CIP amendment.

This project consists of cleaning and painting approximately 7,550 square feet of steel railroad overpass structures and removing graffiti and applying anti-graffiti coating to approximately 23,500 square feet of concrete surface.

Following is the list of bidders:

Contractor	Base Bid Total	Alternate Bid Total	Total
Mill Coatings, Inc., Suamico, WI	\$100,775	\$88,340	\$189,115
TMI Coatings, Inc., St. Paul, MN	\$226,800	\$246,000	\$472,800

It is recommended that this contract be awarded to Mill Coatings, Inc. Suamico, Wisconsin, for the base bid amount of \$100,775 and alternate bid amount of \$88,340 plus \$5,885 in contingency for unforeseen conditions (if needed), for total award amount of \$195,000. Funding is from CIP Line Item OT-10-001.

SAB/kjb

<i>Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030</i>	<i>Kenosha City Plan Commission FACT SHEET</i>	July 24, 2014	Item 1
<i>By the Mayor - Resolution to approve a one-lot Certified Survey Map for property at 3501 120th Avenue, (Project Onyx) (District 16) PUBLIC HEARING</i>			

LOCATION/SURROUNDINGS:

Site: 3501 120th Ave
Zoned: M-2 Heavy Manufacturing/AIR-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The City previously approved a Certified Survey Map to create two (2) lots for the Amazon project. Lot 1 is the 1,000,000 square foot Fulfillment Center and Lot 2 is the 500,000 square foot Sortation Center.
- The developer has purchased the four (4) residential properties located on 38th Street at the south end of this project site. The properties have been attached to the City from the Town of Somers and rezoned to M-2 Heavy Manufacturing. The developer has now submitted the attached Certified Survey Map to combine the four (4) lots with the main development parcel.
- The Certified Survey Map has been reviewed by City Departments. Their comments are included in the attached resolution.

RECOMMENDATION:

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



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

RESOLUTION NO: ____ - 14

BY: THE MAYOR

TO APPROVE ONE-LOT CERTIFIED SURVEY MAP
Property located at 3501 120th Avenue (Project Onyx)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to five (5) parcels located at 3501 120th Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all storm water utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
5. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2014

ATTEST:

Debra L. Salas, City Clerk-Treasurer

APPROVE:

Keith G. Bosman, Mayor

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Project Onyx

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant [Please print]:
 KTR WIS III LLC
 Attn: Jeffrey A. Zyglar
 300 Barr Harbor Drive, Suite 150
 Conshohocken, PA 19428
 Phone: 212.710.5072
 Fax: 212.710.5061
 E-Mail: jzyglar@ktrcapital.com

Name and Address of Architect/Engineer [Please print]:
 Pinnacle Engineering Group
 ATTN: Adam Artz
 15850 W. Bluemound Road Suite 310
 Brookfield, WI 53005
 Phone: 262-754-8888
 Fax: 262-754-8850
 E-Mail: adam.artz@pinnacle-engr.com

Name and Address of Property Owner (if other than applicant)[Please print]:
 Next Partners
 ATTN: Phil Jennings
 614 West Doty Street Suite 108
 Madison, WI 53703
 Phone: 649-665-1337
 Fax:
 E-Mail: phil@nextpartners.us

PROJECT LOCATION

Location of Development (street address and / or parcel number): Multiple parcels generally described as the land east of I-94, south of STH 142/CTH S, north of 38th Street, and west of the Kilbourn Road Ditch.

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

**Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:**

Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

Phone: 262.653.4030
 Fax: 262.653.4045

Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 1
CERTIFIED SURVEY MAP**

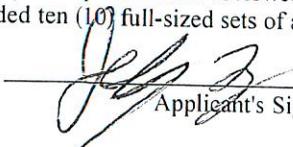
Additional Information Required:	Number of Lots: <u>1</u> Zoning District: <u>Manufacturing</u> Proposed Zoning Change, if any: <u>N/A</u>
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) copies of Certified Survey Map (Applicant to keep original) ➤ Four (4) copies of Drainage Plan (when required) ➤ Signed Checklist below
Fees:	<ul style="list-style-type: none"> ➤ 2-Lot Certified Survey Map = \$750 ➤ 3-Lot Certified Survey Map = \$800 ➤ 4-Lot Certified Survey Map = \$850 ➤ With a Developer's Agreement = \$1,500 ➤ Re-submittals = \$400 Miscellaneous fees <ul style="list-style-type: none"> ➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.
Park Fees:	<ul style="list-style-type: none"> ➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.
Appendices to Review:	<ul style="list-style-type: none"> ➤ D, E, F and G
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

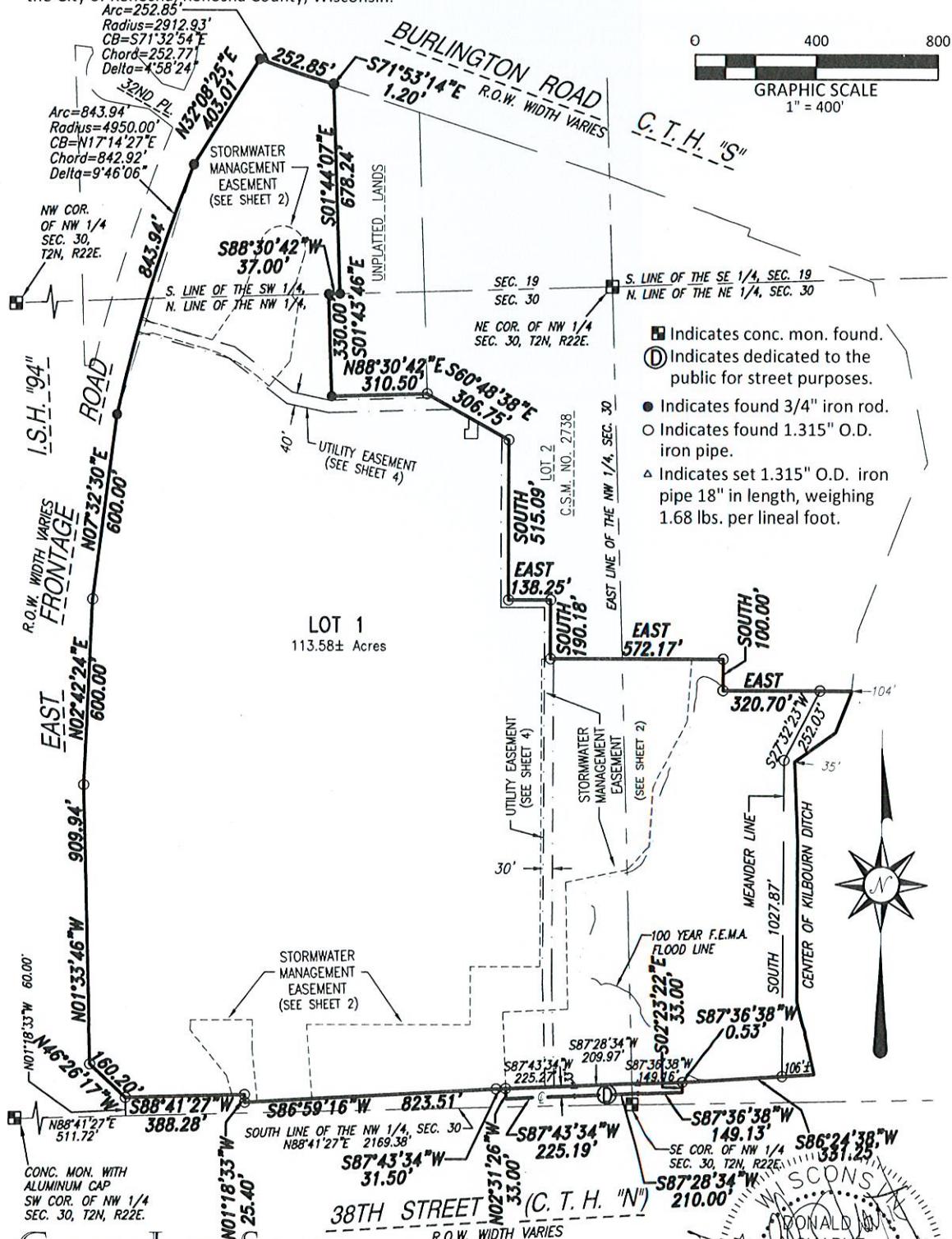
1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

- Checklist to be completed and signed:**
- Scale and north arrow
 - Scale of plans less than or equal to 1" = 100'
 - Date of original and revisions noted
 - Certification from surveyor that Plat complies with Chapter 17
 - Reproducible paper less than 36" in width
 - Location of all existing structures and first floor elevations
 - Location of utility and drainage easements
 - Exact length and bearing of the centerline of all streets
 - Exact street width along the line of any obliquely intersecting street
 - Railway rights-of-way within and abutting the plat
 - Location and size of all lands to be dedicated for public use (when required)
 - Comprehensive drainage plan
 - Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
 - Major street setback or WisDOT setbacks (if applicable)
 - Map shows entirety of all parcels in proposed certified survey map

- Checklist to be completed and signed:**
- Floodplain limits of the 100 year recurrence interval flood
 - Location of any wetlands, shoreland, or other environmental areas (if applicable)
- Plans to be submitted (when applicable)**
- Street plans and profiles
 - Sanitary sewer plans and profiles
 - Storm sewer plans
 - Grading/drainage plans
 - Water main plans and profiles
 - Erosion control plans
 - Landscape plans
- I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.
- 
 Applicant's Signature

CERTIFIED SURVEY MAP NO. 2738

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

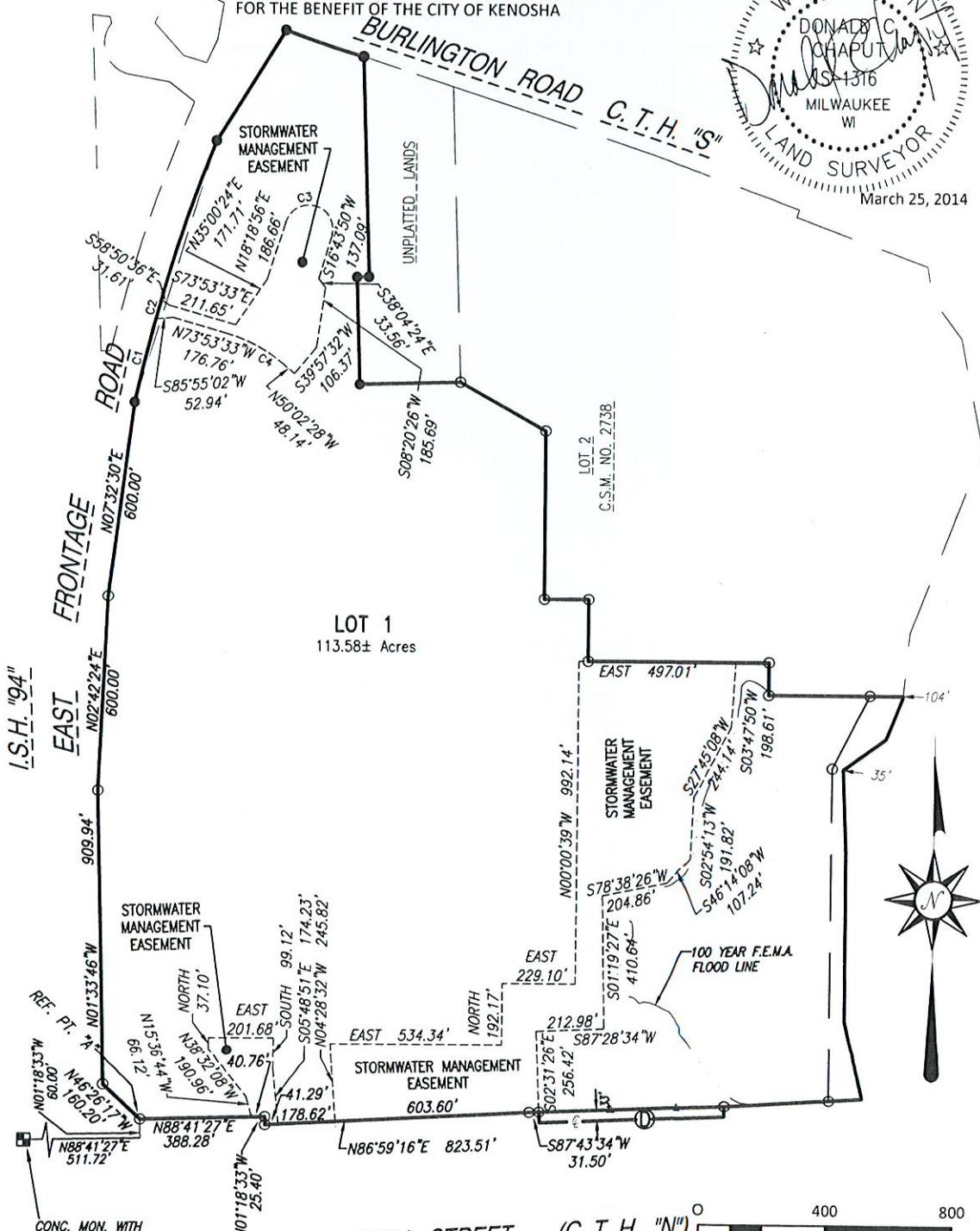
March 25, 2014



CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

STORMWATER MANAGEMENT EASEMENT FOR THE BENEFIT OF THE CITY OF KENOSHA



CURVE	ARC LNG	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNG
C1	264.62	4950.00	3°03'47"	N13°53'18"E	264.59'
C2	59.48	4950.00	0°41'19"	N15°45'50"E	59.48'
C3	231.30	74.28	178°24'54"	S72°28'37"E	148.54'
C4	196.07	471.00	23°51'05"	N61°58'00"W	194.66'

This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

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Drawing No. 1281-grb
Sheet 2 of 7 Sheets

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STORMWATER MANAGEMENT EASEMENT

FOR THE BENEFIT OF THE CITY OF KENOSHA

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road to a reference point "A"; thence North 88°41'27" East 347.52 feet to the point of beginning of lands to be described; thence North 15°36'44" West 66.12 feet to a point; thence North 38°32'08" West 190.96 feet to a point; thence North 37.10 feet to a point; thence East 201.68 feet to a point; thence South 99.12 feet to a point; thence South 05°48'51" East 174.23 feet to a point; thence South 86°59'16" West 41.29 feet to a point; thence North 01°18'33" West 25.40 feet to a point; thence South 88°41'27" West 40.76 feet to the point of beginning.

Together with:

COMMENCING at reference point A; thence North 88°41'27" East 388.28 feet; thence South 01°18'33" East 25.40 feet to a point; thence North 86°59'16" East 219.91 feet to the point of beginning of lands to be described; thence North 04°28'32" West 245.82 feet to a point; thence East 534.34 feet to a point; thence North 192.17 feet to a point; thence East 229.10 feet to a point; thence North 00°00'39" West 992.14 feet to a point; thence East 497.01 feet to a point; thence South 03°47'50" West 198.61 feet to a point; thence South 27°45'08" West 244.14 feet to a point; thence South 02°54'13" West 191.82 feet; thence South 46°14'08" West 107.24 feet to a point; thence South 78°38'26" West 204.86 feet to a point; thence South 01°19'27" East 410.64 feet to a point; thence South 87°28'34" West 212.98 feet to a point; thence South 02°31'26" East 256.42 feet to a point; thence South 87°43'34" West 31.50 feet to a point on the North line of 38th Street; thence South 86°59'16" West along said North line 603.60 feet to the point of beginning.

Together with:

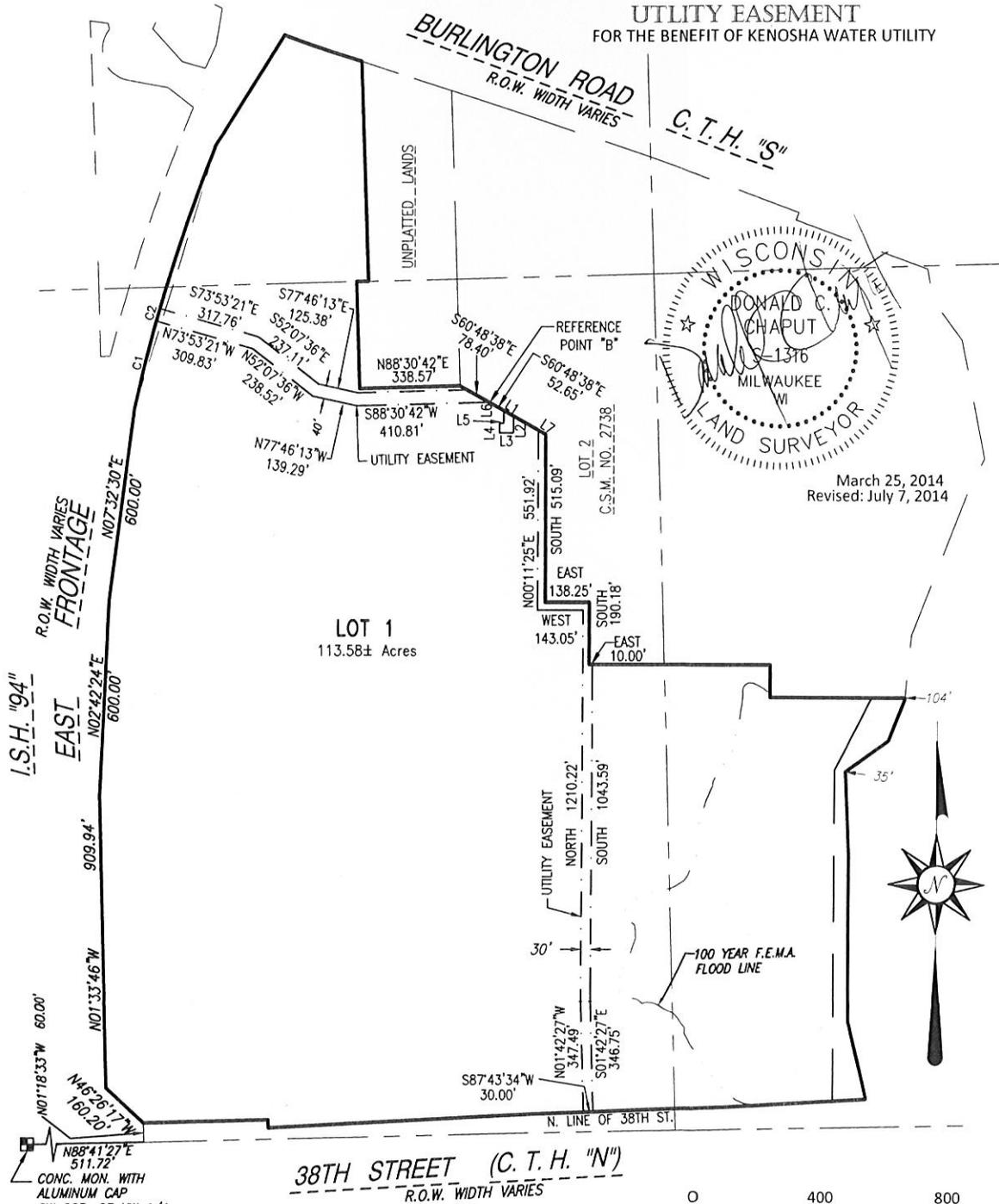
COMMENCING at reference point A; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 264.62 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°53'18" East 264.59 feet to the point of beginning of lands to be described; thence Northeasterly 59.48 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'50" East 59.48 feet to a point; thence South 58°50'36" East 31.61 feet to a point; thence South 73°53'33" East 211.65 feet to a point; thence North 35°00'24" East 171.71 feet to a point; thence North 18°18'56" East 186.66 feet to a point; thence Northeasterly 231.30 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 74.28 feet and whose chord bears South 72°28'37" East 148.54 feet to a point; thence South 16°43'50" West 137.09 feet to a point; thence South 38°04'24" East 33.56 feet to a point; thence South 08°20'26" West 185.69 feet to a point; thence South 39°57'32" West 106.37 feet to a point; thence North 50°02'28" West 48.14 feet to a point; thence Northwesterly 196.07 feet along the arc of a curve whose center lies to the Southwest, whose radius is 471.00 feet and whose chord bears North 61°58'00" West 194.66 feet to a point; thence North 73°53'33" West 176.76 feet to a point; thence South 85°55'02" West 52.94 feet to a point on said East line of Frontage Road and the point of beginning.



March 25, 2014

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

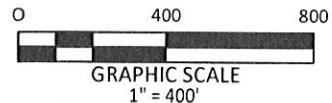


CONC. MON. WITH ALUMINUM CAP
SW COR. OF NW 1/4
SEC. 30, T2N, R22E.

CURVE	ARC	CHORD	DELTA ANG	CHORD BRNG	CHORD LNG
C1	274.41'	4950.00'	3°10'35"	N13°56'42"E	274.38'
C2	40.00'	4950.00'	0°27'47"	N15°45'53"E	40.00'

LINE	BEARING	DISTANCE
L1	S60°48'38"E	34.33'
L2	S00°02'16"W	52.42'
L3	N89°57'44"W	43.18'
L4	N00°02'16"E	30.00'
L5	S89°57'44"E	13.20'
L6	N00°02'16"E	39.14'
L7	S60°48'38"E	26.31'

This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316



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Sheet 4 of 7 Sheets

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UTILITY EASEMENT
FOR THE BENEFIT OF KENOSHA WATER UTILITY

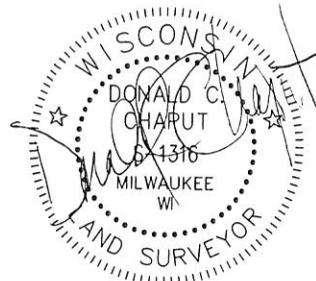
That portion of the utility easement described in Certified Survey Map No 2738 affecting Lot 1 in said map is hereby released and replaced with the following described lands:

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 274.41 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°56'42" East 274.38 feet to the point of beginning of lands to be described; thence Northeasterly 40.00 feet along said East line and arc of a curve whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'53" East 40.00 feet to a point; thence South 73°53'21" East 317.76 feet to a point; thence South 52°07'36" East 237.11 feet to a point; thence South 77°46'13" East 125.38 feet to a point; thence North 88°30'42" East 338.57 feet to a point on the East line of said Lot 1; thence South 60°48'38" East along said East line 78.40 feet to reference point "B"; thence South 88°30'42" West 410.81 feet to a point; thence North 77°46'13" West 139.29 feet to a point; thence North 52°07'36" West 238.52 feet to a point; thence North 73°53'21" West 309.83 feet to a point on the East line of a Frontage Road and the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 52.65 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 34.33 feet to a point; thence South 00°02'16" West 52.42 feet to a point; thence North 89°57'44" West 43.18 feet to a point; thence North 00°02'16" East 30.00 feet to a point; thence South 89°57'44" East 13.20 feet to a point; thence North 00°02'16" East 39.14 feet the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 177.54 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 26.31 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 10.00 feet to a point; thence South 1043.59 feet to a point; thence South 01°42'27" East 346.75 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 87°43'34" West along said North line 30.00 feet to a point; thence North 01°42'27" West 347.49 feet to a point; thence North 1210.22 feet to a point; thence West 143.05 feet to a point; thence North 00°11'25" East 551.92 feet to the point of beginning.



March 25, 2014
Revised: July 7, 2014

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have survey, divided and mapped Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

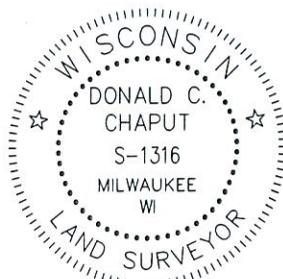
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of the Frontage Road and the point of beginning of the lands to be described; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 843.94 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.0 feet and whose chord bears North 17°14'27" East 842.92 feet to a point; thence North 32°08'25" East along said East line 403.01 feet to a point on the South line of Burlington Road; thence Southeasterly 252.85 feet along said South line and arc of a curve, whose center lies to the Northeast, whose radius is 2912.93 feet and whose chord bears South 71°32'54" East 252.77 feet to a point; thence South 71°53'14" East along said South line 1.20 feet to a point on the East line of said Lot 1; thence South 01°44'07" East along said East line 678.24 feet to a point; thence South 88°30'42" West along said East line 37.00 feet to a point; thence South 01°43'46" East along said East line 330.00 feet to a point; thence North 88°30'42" East along said East line 310.50 feet to a point; thence South 60°48'38" East along said East line 306.75 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 572.17 feet to a point; thence South along said East line 100.00 feet to a point; thence East along said East line 320.70 feet to a meander corner, said point being West 104 feet more or less from the center of the Kilbourn Ditch; thence South 27°32'23" West along said meander line 252.03 feet to a point; thence due South along said meander line 1027.87 feet to the North line of 38th Street, said point being South 86°24'38" West 106 feet more or less from the center of the Kilbourn Ditch; thence South 86°24'38" West along said North line 331.25 feet to a point; thence South 87°36'38" West along said North line 0.53 feet to a point; thence South 02°23'22" East 33.00 feet to a point on the centerline of 38th Street; thence South 87°36'38" West along said centerline 149.13 feet to a point; thence South 87°28'34" West along said centerline 210.00 feet to a point; thence South 87°43'34" West along said centerline 225.19 feet to a point; thence North 02°31'26" West 33.00 feet to a point on the North line of 38th Street; thence South 87°43'34" West along said North line 31.50 feet to a point; thence South 86°59'16" West along said North line 823.51 feet to a point; thence North 01°18'33" West along said North line 25.40 feet to a point; thence South 88°41'27" West along said North line 388.28 feet to the point of beginning. Together with those lands lying between the aforesaid meander line and the center of the Kilbourn Ditch.

THAT I have made this survey, land division and map by the direction of KTR WIS III LLC, a Delaware limited liability company, owner of said land.

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

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of Kenosha in surveying, dividing and mapping the same.

DATE: March 25, 2014



Handwritten signature of Donald C. Chaput above the printed name DONALD C. CHAPUT REGISTERED LAND SURVEYOR S-1316.

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

KTR WIS III LLC, a Delaware limited liability company, as owner, certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the City of Kenosha ordinance regulating the platting of land and the Kenosha County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes.

WITNESS the hand and seal of John P. DiCola, this 8th day of July, 2014.



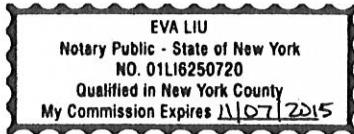
JOHN P. DICOLA
SENIOR VICE PRESIDENT, KTR WIS III, LLC

**NEW YORK &
STATE OF WISCONSIN}**

:SS

COUNTY}

Personally came before me this 8 day of July, 2014, the above named John P. DiCola, to me known as the person who executed the foregoing instrument and acknowledged the same.



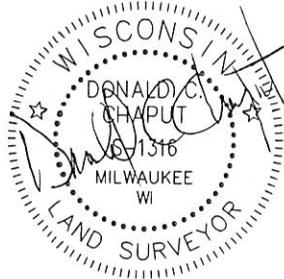
Eva Liu
Notary Public, State of New York
My commission expires. 11/07/2015
My commission is permanent.

CITY OF KENOSHA APPROVAL

Adopted this ___ day of _____, 2014

ATTEST: _____
Debra L. Salas, City Clerk - Treasurer

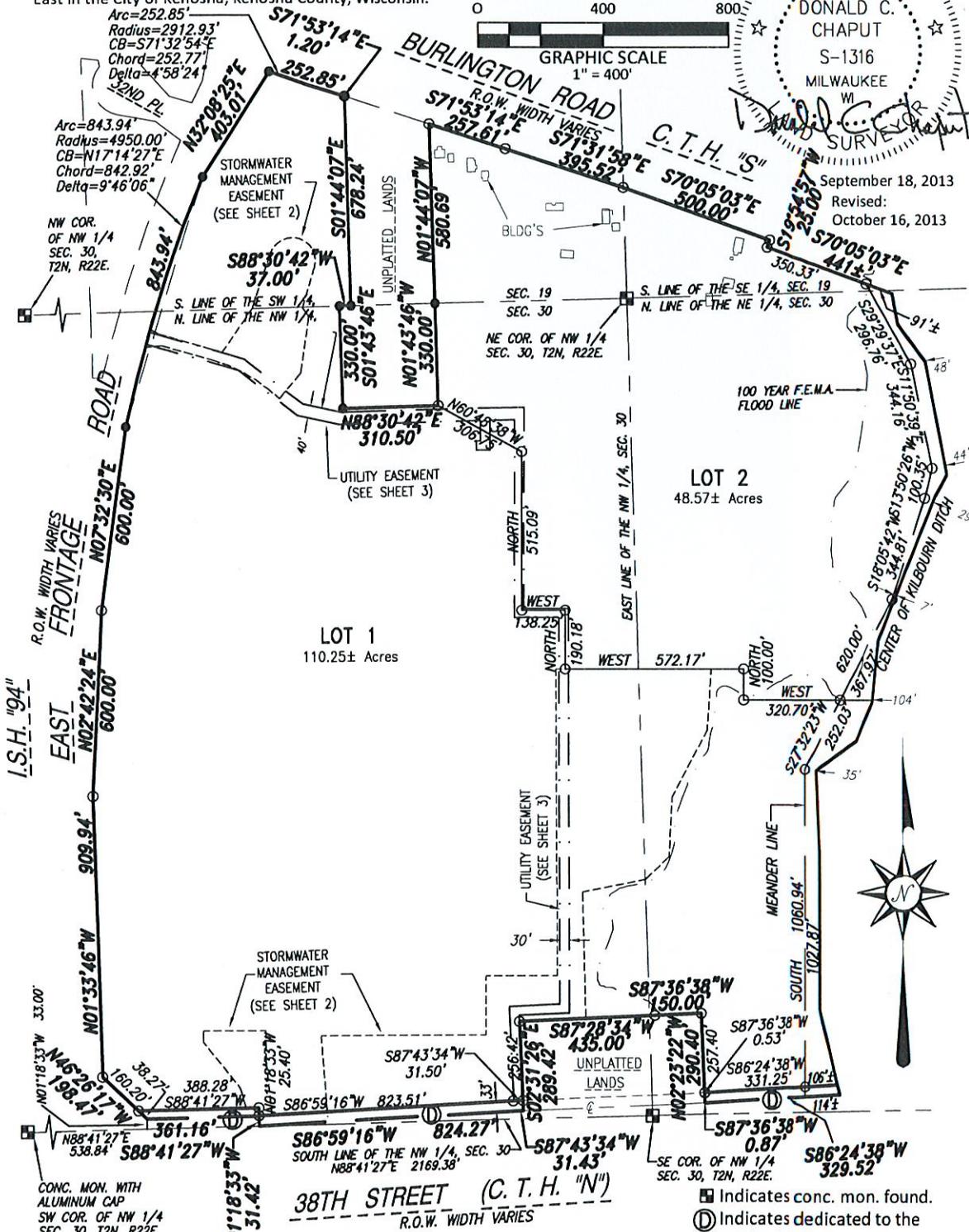
APPROVE: _____
Keith G. Bosman, Mayor



* PREVIOUSLY APPROVED 2-LOT CSM *

CERTIFIED SURVEY MAP NO.

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

- Indicates conc. mon. found.
- Ⓧ Indicates dedicated to the public for street purposes.
- Indicates found 3/4" iron rod.
- Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.

This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

Drawing No. 1281-grb/tjn
 Sheet 1 of 5 Sheets

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 2
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Petition to vacate an alley located east of 40th Avenue and north of 79th Street (Dewitt/Prozanski) (District #14) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: East of 40th Avenue and North of 79th Street
 Zoned: Rg-1 General Residential District

NOTIFICATIONS/PROCEDURES:

The Vacation has been initiated by Petition and a Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified by Certified Mail. A Class III notice will be published by Community Development & Inspections for the Common Council meeting. The Alderperson of the district, Alderman Prozanski, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- A petition has been filed by all of the abutting property owners to vacate this alley. The existing alley is all grass, and other than a curb cut on 40th Avenue, is not recognizable as a public alley.
- The existing alley is fifteen (15') feet wide. If the alley is vacated, each property owner will receive an additional seven and one-half feet (7.5') of property.
- City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

A recommendation is made to approve the vacation, subject to the recording of all Easements



 Brian R. Wilke, Development Coordinator



 Jeffrey B. Labahn, Director

City of Kenosha

District Map
Vacation

Supplement No. V2-14

Ordinance No. _____

DeWitt - Prozanski petition

40TH AVE

39TH AVE

79TH ST

03-122-11-176-005

03-122-11-176-009

03-122-11-176-012

03-122-11-176-013



Part of Alley requested to be vacated



Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 3
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Development Agreement between the City of Kenosha and the Kenosha Water Utility and 125th Avenue Hotel, LLC and SMMFLP Limited Partnership (Hampton Inn) (District #16) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 7300 125th Avenue
 Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

The Alderman of the district, Alderman Johnson, has been notified. The agreement was also referred to Public Works, Storm Water and Board of Water Committees before final review by the Common Council.

ANALYSIS:

- The Agreement details the public improvements that the developer must complete before occupancy permits can be issued.
- The developer is responsible for improvements in the 125th Avenue right-of-way, as well as on-site storm water improvements.
- The developer is constructing a 93-room hotel. As part of the Conditional Use Permit, the developer is required to enter into the Development Agreement.

RECOMMENDATION:

A recommendation is made to approve the the Agreement.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF KENOSHA
AND THE KENOSHA WATER UTILITY
AND 125TH AVENUE HOTEL, LLC AND
SMMFLP LIMITED PARTNERSHIP

Document Number

Document Title

This space is reserved for recording data

Return to

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

Parcel Identification Number

03-121-01-440-350

DEVELOPMENT AGREEMENT

Between

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

And

**THE KENOSHA WATER UTILITY
A Municipal Water Utility**

And

**125TH AVENUE HOTEL, LLC
A Wisconsin Limited Liability Company**

And

**SMMFLP LIMITED PARTNERSHIP
A Delaware Limited Liability Partnership**

THIS DEVELOPMENT AGREEMENT, (“AGREEMENT”) effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (“CITY”), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes (“UTILITY”), and 125th Avenue Hotel, LLC, a Wisconsin limited liability company and SMMFLP Limited Partnership, a Delaware limited liability partnership, each with principal offices located at 4011 80th Street, Kenosha, WI 53142 (“DEVELOPER”), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of approximately 4.77 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown on the certified survey map attached as Exhibit B, 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 Community Business District and AIR-4 Airport Overlay District Overflight at the time of execution of this AGREEMENT which permits the commercial development set forth in this AGREEMENT; and,

WHEREAS, the Plan Commission of CITY and the CITY Public Works Committee have recommended to the Common Council and the Common Council of CITY has approved a certified survey map attached as Exhibit B for REAL ESTATE on the condition that DEVELOPER enter into this AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

WHEREAS, the Plan Commission of CITY has recommended to the Common Council and the Common Council of CITY has approved a conditional use permit attached as Exhibit C for REAL ESTATE on the condition that DEVELOPER enter into this AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

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

WHEREAS, DEVELOPER agrees to develop REAL ESTATE as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, including the approval by CITY of a certified survey map and conditional use permit for REAL ESTATE, the provision by UTILITY of sanitary sewerage and the agreement of DEVELOPER to develop REAL ESTATE, the Parties agree that REAL ESTATE will be developed as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

I. IMPROVEMENTS

A. Sanitary Sewerage Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete sanitary sewerage facilities serving the REAL ESTATE, including the mains and appurtenances which abut land for any public purpose, in accordance with UTILITY specifications, the conditional use permit, the certified survey map, and the Sanitary Sewer Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from UTILITY Engineer. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from the Wisconsin Department of Natural Resources (WDNR). DEVELOPER shall provide copies of all WDNR approvals to UTILITY upon receipt.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall cause the owner of Lot 1 of Certified Survey Map No. 1368 recorded with the Kenosha County Register of Deeds on June 25, 1990 in Volume 1400 Page 607 as Document No. 845433 to grant to UTILITY a Sanitary Sewer Easement to the sanitary sewerage facilities required by this AGREEMENT. A copy of the Sanitary Sewer Easement is attached as Exhibit E. The Sanitary Sewer Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of the land upon which the Sanitary Sewer Easement is located.
3. UTILITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the sanitary sewerage facilities required by this AGREEMENT, including sanitary sewerage extensions and connections.
4. Subject to the terms of this AGREEMENT, UTILITY shall allow DEVELOPER to extend and connect the sanitary sewerage facilities required by this AGREEMENT to the sanitary sewerage facilities of UTILITY at DEVELOPER'S cost and expense including payment by DEVELOPER of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules, regulations or this AGREEMENT.
5. UTILITY shall accept the sanitary sewerage facilities required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way or the Sanitary Sewer Easement required by this AGREEMENT upon the following:
 - a. completion of the sanitary sewerage facilities in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional sanitary sewerage facilities without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. providing UTILITY with certified copies of the results of all tests and inspections of the sanitary sewerage facilities required by UTILITY, including density tests certifying proper compaction of sanitary sewerage facilities trench backfill.
 - d. certified "as-built" drawings of the sanitary sewerage facilities in print and digital form acceptable to UTILITY.

e. payment of all fees, user fees, inspection fees, impact fees, charges and special assessments required to be paid by DEVELOPER for the sanitary sewerage facilities pursuant to this AGREEMENT.

f. receipt of final lien waivers from all contractors, subcontractors and suppliers.

g. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.

h. certification of items a - g above by UTILITY Engineer.

i. approval by UTILITY Board of Water Commissioners of the sanitary sewerage facilities.

6. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance and operation of the sanitary sewerage facilities required by this AGREEMENT, including locate requests, unless and until the sanitary sewerage facilities are accepted by UTILITY. Upon acceptance of the sanitary sewerage facilities, UTILITY shall have full jurisdiction and ownership of the sanitary sewerage facilities located in the public rights-of-way or the Sanitary Sewer Easement required by this AGREEMENT and be responsible for their maintenance and operation subject to the guarantee of DEVELOPER provided in this AGREEMENT.
7. The sanitary sewerage facilities required by this AGREEMENT shall be installed and functional prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

B. Storm Water Drainage Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete storm water drainage facilities throughout REAL ESTATE, including storm and surface water drainage facilities which abut land for any public purpose, in accordance with CITY specifications, the conditional use permit, the certified survey map, the Storm Water Management Plan attached as Exhibit F and the Storm Sewer Plan attached as Exhibit G.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain a Post-Construction Runoff Permit from CITY and shall submit to CITY any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No

land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted until the Post-Construction Runoff Permit is issued by CITY. All land disturbing construction activities and the design, construction, installation and maintenance of the storm water drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Maintenance Agreement and the Post-Construction Runoff Permit.

3. DEVELOPER, at DEVELOPER'S cost and expense, shall prepare all plans, specifications and calculations for all storm water drainage facilities and submit them to CITY Engineer for written approval which must be obtained prior to construction of the storm water drainage facilities. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures, shall comply with CITY'S current storage and outflow requirements as well as any WDNR requirements.
4. CITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the storm water drainage facilities required by this AGREEMENT, including storm water drainage facilities extensions and connections.
5. Title to all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE or any easements located within REAL ESTATE as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit G, shall be retained by DEVELOPER or conveyed by DEVELOPER to an owner's association approved by CITY. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance and operation of all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE or in any easement located within REAL ESTATE as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit G, and shall enter into a Maintenance Agreement with CITY in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for their maintenance and operation. A copy of the Maintenance Agreement is attached as Exhibit H. The Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities. The Maintenance Agreement shall include among its provisions the following:
 - a. identification of the storm water drainage facilities and designation of the drainage area served by the storm water drainage facilities.
 - b. a schedule for the regular maintenance, repair, replacement and operation of the

storm water drainage facilities consistent with the Storm Water Management Plan.

c. identification of the DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities.

d. requirement that the DEVELOPER, landowner or owner's association maintain, repair, replace and operate the storm water drainage facilities in accordance with the schedule included in subparagraph b. above.

e. authorization for CITY to access REAL ESTATE to conduct inspections of storm water drainage facilities as necessary to determine whether the storm water drainage facilities are being maintained, repaired, replaced and operated in accordance with the Maintenance Agreement.

f. requirement that CITY maintain public records of the results of the inspections of the storm water drainage facilities, to inform DEVELOPER, landowner or the owner's association of the inspection results, and to specifically indicate any corrective actions required to bring the storm water drainage facilities into proper working condition.

g. agreement that DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities be notified by CITY of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by CITY.

h. authorization for CITY to perform or have performed on CITY'S behalf, maintenance, repairs, or replacements of the storm water drainage facilities upon the failure of the DEVELOPER, landowner or owner's association to do so as directed by CITY and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against all benefited REAL ESTATE for the charges incurred by CITY in performing or having performed on CITY'S behalf the maintenance, repairs or replacement to the storm water drainage facilities which are the subject of the Maintenance Agreement.

6. DEVELOPER, at DEVELOPER'S cost and expense, shall grant to CITY a Maintenance Easement to the storm water drainage facilities required by this AGREEMENT authorizing CITY to inspect, maintain, repair or replace the storm water drainage facilities in accordance with the Maintenance Agreement. A copy of the Maintenance

Easement is attached as Exhibit I. The Maintenance Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities.

7. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the construction and installation of the fully functional storm water drainage facilities required by this AGREEMENT without defect, damage or non conformance with this AGREEMENT, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha.
8. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY with certified copies of the results of all tests and inspections of the storm water drainage facilities required by CITY, including density tests certifying proper compaction of storm water drainage facilities trench back fill.
9. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY certified "as-built" drawings of the storm water drainage facilities, including retention/detention basins and outlet structures, in print and digital form acceptable to CITY prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE
10. DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of the storm water drainage facilities required by this AGREEMENT which causes storm and surface water to flow in full or part upon any private property. Upon the filing with CITY or UTILITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY, UTILITY and others harmless, the CITY or UTILITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or comprise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and CITY and/or UTILITY and their officers, employees and agents. It is specifically agreed that CITY and/or UTILITY at DEVELOPER'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY and/or UTILITY or any of their officers, employees or agents for any cause for which DEVELOPER is liable herewith shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees, sustained, incurred or paid by CITY and/or UTILITY, their officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed through DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY and/or UTILITY, in their sole discretion, deem

appropriate. This paragraph shall survive installation of the storm water drainage facilities to effectuate its purpose.

11. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures shall be installed and functional prior to CITY issuance of any Certificate of Temporary Occupancy for any improvements within REAL ESTATE.

C. Streets, Curb and Gutter.

1. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct, and install all improvements to State Highway 50 and 125th Avenue, including curbs and gutters, in accordance with Wisconsin Department of Transportation specifications, the conditional use permit, the certified survey map, and the Street Plan attached as Exhibit J. DEVELOPER, at DEVELOPER's cost and expense, shall obtain approval of the plans and specifications and all required permits for the improvements from the Wisconsin Department of Transportation.
2. The improvements required pursuant to paragraph 1 shall be completed and accepted by the Wisconsin Department of Transportation prior to the issuance of any Temporary Certificate of Occupancy by CITY.
3. DEVELOPER shall not perform any street paving or install any curbs and gutters during any portion of the calendar year prohibited by the Wisconsin Department of Transportation.

D. Other Utilities and Utility Easements

1. DEVELOPER, at DEVELOPER'S cost and expense, shall locate and install all other utilities throughout REAL ESTATE in accordance with utility specifications, the conditional use permit, the certified survey map and the approved plans attached to this AGREEMENT. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from CITY Engineer and UTILITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map and the approved plans attached to this AGREEMENT.
3. Easements for utilities may be modified or terminated only by CITY, UTILITY or other utility and only in the event CITY, UTILITY or other utility determine that the easement,

in full or in part, is no longer required to provide essential service.

E. Erosion Control

DEVELOPER, at DEVELOPER'S cost and expense, shall prepare and submit to CITY an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain an Erosion Control Permit from CITY and shall submit to CITY the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted until the Erosion and Sediment Control Plan is approved by CITY, the cash assurance is paid to CITY, and the Erosion Control Permit is issued by CITY. All land disturbing construction activities undertaken by DEVELOPER shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan and the Erosion Control Permit. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. DEVELOPER, at DEVELOPER'S cost and expense, shall remove all topsoil stockpiles from REAL ESTATE prior to the issuance of any Certificate of Occupancy by CITY. A copy of the Erosion and Sediment Control Plan is attached as Exhibit K.

F. Grading

1. DEVELOPER, at DEVELOPER'S cost and expense, shall grade REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Grading Plan attached as Exhibit L. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Grading Plan from CITY Engineer prior to commencement of any land disturbing construction activities.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall grade all streets to Wisconsin Department of Transportation approved subgrade and shall submit approved Wisconsin Department of Transportation "as-built" drawings of the streets in print and digital form acceptable to CITY prior to installation of any utilities.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY a certified "as-built" Grading Plan in print and digital form acceptable to CITY for approval by CITY Engineer. CITY Engineer approval of the "as built" Grading Plan shall be required prior to CITY issuance of any Certificate of Temporary Occupancy for any improvements within REAL ESTATE.

G. LED Street Lighting

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install a complete system of LED street lighting throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Lighting Plan attached as Exhibit M. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the LED street lighting system from CITY Engineer.
2. The LED street lighting installation in the public rights-of-way shall be completed and presented to CITY for acceptance prior to or concurrent with DEVELOPER presenting the streets, curbs and gutters to the Wisconsin Department of Transportation for acceptance.
3. CITY shall accept the LED street lighting system required to be designed and installed by DEVELOPER pursuant to this AGREEMENT located in the public rights-of-way upon the following:
 - a. completion of the LED street lighting system in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional LED street lighting system without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - d. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - e. certification of items a -- d above by CITY Engineer.
 - f. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the LED street lighting system.

H. Landscaping.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install landscaping throughout REAL ESTATE in accordance with CITY specifications, the conditional use

permit, the certified survey map and the Landscaping Plan attached as Exhibit N. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Landscaping Plan from CITY.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall protect existing trees within REAL ESTATE in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from CITY.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall remove and lawfully dispose of all rubbish, structures, dead trees, branches, brush, tree trunks, shrubs and other natural growth within REAL ESTATE inconsistent with the approved landscaping. DEVELOPER at DEVELOPER'S cost and expense, shall apply for and obtain a raze permit from CITY prior to removing any structures.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall finish grade all lawn park areas within REAL ESTATE with six (6) inches of topsoil.
5. Landscaping shall be completed and presented to CITY for acceptance prior to or concurrent with DEVELOPER presenting the streets, curbs and gutters to the Wisconsin Department of Transportation for acceptance.
6. CITY shall accept the landscaping required to be designed and installed by DEVELOPER pursuant to this AGREEMENT located in the public rights-of-way, if any, upon the following:
 - a. completion of the landscaping in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. installation and delivery of the landscaping without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - d. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - e. certification of items a – d above by CITY Engineer.

f. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the landscaping.

I. Sidewalks.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install sidewalks throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Street Plan attached as Exhibit J. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from CITY Engineer.
2. Sidewalks shall be five (5) feet wide and shall be constructed of a minimum of four (4) inches of Portland cement concrete over a two (2) inch aggregate base. The portion of sidewalks extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base. Sidewalks shall be constructed and installed in accordance with the requirements of Section 5.05 of the Code of General Ordinances.
3. Sidewalks shall be installed prior to the issuance of a Temporary Certificate of Occupancy by CITY where practical but not later than six (6) months from the date of temporary occupancy. In the event the sidewalks are not installed prior to the issuance of a Temporary Certificate of Occupancy, the DEVELOPER shall provide CITY with an assurance in an amount determined by CITY Engineer to complete installation.
4. CITY shall accept the sidewalks required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way upon the following:
 - a. completion of the sidewalks in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the sidewalks without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. providing CITY with certified copies of the results of all tests and inspections of the sidewalks required by CITY, including density tests certifying proper compaction of sidewalk trench backfill.

- d. certified “as-built” drawings of the sidewalks in print and digital form acceptable to CITY.
 - e. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - f. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - g. certification of items a – f above by CITY Engineer.
 - h. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the sidewalks.
5. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the sidewalks required by this AGREEMENT. Upon acceptance of the sidewalks, CITY shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. DEVELOPER shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.

J. Street and Regulatory Signs.

- 1. DEVELOPER shall reimburse CITY for CITY'S actual cost for materials, labor and installation of street name signs required by CITY within forty-five (45) days of being invoiced by CITY.
- 2. DEVELOPER shall reimburse CITY for CITY'S actual cost for materials, labor and installation of regulatory signs required by CITY within forty-five (45) days of being invoiced by CITY.

K. Survey Monuments.

DEVELOPER, at DEVELOPER'S cost and expense, shall install survey monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES.

A. Pre-Construction Activities.

- 1. The public improvements required to be made pursuant to this AGREEMENT constitute a project of public works subject to the municipal prevailing wage and hour scales

pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. DEVELOPER, at DEVELOPER'S cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the public improvements required to be made pursuant to this AGREEMENT. CITY and UTILITY shall cooperate with DEVELOPER in requesting the Department of Workforce Development to determine the prevailing wage rates for all trades or occupations required to complete the public improvements. Prior to CITY and UTILITY accepting any of the public improvements required to be made pursuant to this AGREEMENT, DEVELOPER shall file with the CITY and UTILITY an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.

2. DEVELOPER shall provide CITY Engineer and UTILITY Engineer complete itemized cost estimates certified by DEVELOPER'S Civil Engineer for the public improvements and private storm water drainage facilities required to be made by DEVELOPER pursuant to this AGREEMENT prior to the solicitation of bids.
3. Any bidder on any of the public improvements required to be made by DEVELOPER pursuant to this AGREEMENT shall be pre-qualified by CITY and UTILITY. DEVELOPER shall not award any contract for any public improvements required to be made pursuant to this AGREEMENT to any bidder who has not been pre-qualified by CITY or UTILITY.
4. DEVELOPER shall not commence construction or installation of any of the improvements required to be made pursuant to this AGREEMENT until this AGREEMENT has been approved by the Common Council of the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners, this Agreement has been signed by all Parties, has been recorded, all required assurances have been received and approved, and CITY and UTILITY have given written authorization to proceed. Prior to giving written authorization to proceed, DEVELOPER shall hold a pre-construction meeting which shall be attended by DEVELOPER, CITY, UTILITY, contractors and consultants' inspector. Upon receiving written authorization to proceed, DEVELOPER shall notify CITY and UTILITY in writing two (2) working days in advance of the date for the commencement of the construction of the improvements. This notification requirement shall also apply to the resumption of construction following a work interruption of over five (5) working days.

B. Construction Activities

1. Construction access to REAL ESTATE shall be as shown on the Erosion and Sediment

Control Plan attached as Exhibit K. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct and install the construction access in accordance with Wisconsin Department of Transportation and CITY specifications. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the construction access from the Wisconsin Department of Transportation and CITY Engineer.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall abandon any wells on REAL ESTATE in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code and Section 32.09 of the Code of General Ordinances for the City of Kenosha. DEVELOPER shall provide copies of well abandonment reports to CITY and UTILITY.
3. CITY and UTILITY, as may be applicable, shall provide engineering and inspection services during construction of the improvements required by this AGREEMENT to ascertain DEVELOPER'S compliance with all approved plans and specifications. The cost for the engineering and inspection services shall be based upon the hourly rate of the CITY and UTILITY employees performing the services plus indirect costs. The DEVELOPER shall pay CITY and UTILITY for all engineering and inspection services provided by CITY and UTILITY within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve DEVELOPER, DEVELOPER'S employees, or DEVELOPER'S contractors from constructing and installing the improvements required by this AGREEMENT in accordance with all approved plans and specifications or from providing CITY and UTILITY all "as-built" plans required by this AGREEMENT.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall complete a televised inspection of the completed sanitary sewerage facilities required by this AGREEMENT. The televised inspection shall be performed by an inspection service acceptable to UTILITY. Video tapes and written logs of all sanitary sewerage facilities inspections shall be provided to UTILITY for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by DEVELOPER and the effected area shall again be subject to a televised inspection. UTILITY reserves the right to perform the televised inspection of the completed sanitary sewage facilities at DEVELOPER'S cost and expense. DEVELOPER shall reimburse UTILITY for the cost of the televised inspection within forty-five (45) days of being invoiced by UTILITY.
5. UTILITY, at UTILITY'S sole discretion, reserves the right to retain independent testing services in the event UTILITY determines proper testing is not being performed by DEVELOPER or the results of DEVELOPER'S testing does not conclusively establish to UTILITY'S satisfaction the proper completion of the sanitary sewerage facilities and the

water supply and distribution facilities required by this AGREEMENT. DEVELOPER shall reimburse UTILITY for the cost of the independent testing services within forty-five (45) days of being invoiced by UTILITY.

6. CITY, at CITY'S sole discretion, reserves the right to retain independent testing services in the event CITY reasonably determines proper testing is not being performed by DEVELOPER or the results of DEVELOPER'S testing does not conclusively establish to CITY'S satisfaction the proper completion of the improvements required by this AGREEMENT. DEVELOPER shall reimburse CITY for the cost of the independent testing services within forty-five (45) days of being invoiced by CITY.
7. DEVELOPER, at DEVELOPER'S cost and expense, shall use granular trench backfill under all pavement and sidewalks and within twenty-four (24") inches thereof in accordance with CITY and UTILITY specifications, the conditional use permit, the certified survey map and the approved plans attached to this AGREEMENT. CITY and/or UTILITY shall test the granular backfill for proper compaction. Developer shall reimburse CITY and/or UTILITY for the cost of testing within forty-five (45) days of being invoiced by CITY or UTILITY.

III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS.

A. Assurance Required.

1. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the General Manager of UTILITY an assurance in the form of cash or an irrevocable letter of credit in an amount established by its General Manager of UTILITY equal to one hundred twenty-five (125%) percent of the UTILITY'S estimated cost of the sanitary sewerage facilities, the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount established by CITY Engineer equal to one hundred twenty-five (125%) percent of the CITY Engineer's estimated cost of all other public improvements, private storm water drainage facilities, and the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. The assurance required pursuant to this paragraph shall be in addition to any other assurance which may be required pursuant to the Code of General Ordinances for the City of Kenosha for the development of REAL ESTATE which is the subject of this AGREEMENT.
2. The assurance required pursuant to paragraph 1 shall be used to secure DEVELOPER'S

cost of designing, constructing and installing the public improvements and private storm water drainage facilities required pursuant to this AGREEMENT and to compensate CITY and UTILITY for CITY'S and UTILITY'S cost of completing the public improvements, private storm water drainage facilities, and performing the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT in the event DEVELOPER fails to do so in a timely manner in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, or this AGREEMENT. The assurance required pursuant to paragraph 1 shall also be used to assure compliance with DEVELOPER'S guarantee provided in this AGREEMENT.

3. In the event the assurance required pursuant to paragraph 1 is insufficient to cover one hundred twenty five (125%) percent of the actual cost of the public improvements, private storm water drainage facilities, and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT, DEVELOPER upon written demand by CITY or UTILITY shall deposit with the City Clerk-Treasurer additional assurance in the form of cash or an irrevocable letter of credit in an amount established by CITY or UTILITY equal to one hundred twenty-five (125%) percent of the actual cost of the public improvements, private storm water drainage facilities, and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT.
4. Any irrevocable letter of credit to be used by DEVELOPER as an assurance pursuant to this AGREEMENT shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the CITY, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this AGREEMENT shall remain in effect until completely drawn upon or released by CITY and UTILITY. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this AGREEMENT is about to expire and has not been renewed by DEVELOPER, CITY and UTILITY may draw upon the irrevocable letter of credit in an amount not to exceed one hundred twenty five percent (125%) of the CITY Engineer's or the UTILITY General manager's reasonable estimate of the cost of the remaining Public Improvements, the private storm water drainage facilities, the engineering, testing and inspection services required to be made and provided pursuant to this AGREEMENT, and the DEVELOPER'S guarantee obligations pursuant to Section IV B. of this AGREEMENT, and retain the proceeds as a cash assurance pursuant to this AGREEMENT.
5. If and to the extent DEVELOPER shall properly complete portions of the public improvements and private storm water drainage facilities required to be made pursuant to

this AGREEMENT for which DEVELOPER shall have deposited an assurance, then upon written request of DEVELOPER, and upon the written recommendation of CITY Engineer and UTILITY General Manager, as the case may be, the assurance may be reduced in the amount reasonably recommended by CITY Engineer and UTILITY General Manager. Prior to the reduction of any assurance, DEVELOPER shall submit to CITY and UTILITY a waiver of lien current to date from all contractors, subcontractors and suppliers. The balance of the remaining assurance shall remain on deposit with the General Manager of UTILITY and the City Clerk-Treasurer, as the case may be, until expiration of DEVELOPER'S guarantee provided in this AGREEMENT. CITY and UTILITY shall release the balance of the remaining assurance within forty-five (45) days following expiration of DEVELOPER'S guarantee provided in this AGREEMENT.

6. In addition to all other remedies, occupancy permits may be withheld by CITY until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in this AGREEMENT is not completed in accordance with this AGREEMENT and Chapter XVII of the Code of General Ordinances, City and/or UTILITY may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this AGREEMENT or impose a special charge and/or special assessment against the benefited REAL ESTATE in the event there is no applicable assurance or the assurance is insufficient. The remedies available to CITY and UTILITY pursuant to this paragraph shall not relieve DEVELOPER of DEVELOPER'S guarantee provided in this AGREEMENT.

IV. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS.

A. Dedication of Public Improvements.

Subject to all other provisions of this AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map, DEVELOPER shall, upon completion of all of the public improvements and without charge to CITY, UTILITY and the Wisconsin Department of Transportation unconditionally give, grant, convey and fully dedicate the public improvements to CITY, UTILITY and the Wisconsin Department of Transportation, as the case may be, their successors and assignees, free and clear of all liens and encumbrances together with all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the public improvements together with any and all easements necessary for access to the public improvements. DEVELOPER shall execute such documents deemed necessary by CITY, UTILITY and the Wisconsin Department of Transportation to effectuate the dedication of the public improvements pursuant to this paragraph. Upon dedication, CITY, UTILITY and the Wisconsin

Department of Transportation shall have the right to connect or integrate the dedicated public improvements unto the facilities of CITY, UTILITY and the Wisconsin Department of Transportation, as the case may be, without charge, award of damages or consent of DEVELOPER. Dedication shall not constitute acceptance of any improvement by CITY, UTILITY or the Wisconsin Department of Transportation.

B. Guarantee of Public Improvements.

1. DEVELOPER shall guarantee all public improvements required by this AGREEMENT against all defects due to faulty design, materials or workmanship of which DEVELOPER is notified in writing within a period of one (1) year from the date of acceptance of the subject public improvement by the Common Council of the City of Kenosha, the Kenosha Water Utility Board of Water Commissioners or the Wisconsin Department of Transportation. DEVELOPER, at DEVELOPER'S cost and expense, shall make any required repairs. CITY and UTILITY reserve the right to perform any required repairs to the public improvements which CITY and UTILITY deem necessary on a time and material basis. DEVELOPER shall reimburse CITY and UTILITY for the cost of repairs within forty-five (45) days of being invoiced by CITY or UTILITY.
2. DEVELOPER shall be responsible for any settlement of fill material which may occur in any public utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by CITY or UTILITY of any utility improvement located in such portion of REAL ESTATE. DEVELOPER, at DEVELOPER'S cost and expense, shall make any required repairs. CITY and UTILITY reserve the right to perform any required repairs which CITY and UTILITY deem necessary on a time and material basis. DEVELOPER shall reimburse CITY and UTILITY for the cost of repairs within forty-five (45) days of being invoiced by CITY or UTILITY.
3. The assurance required to be provided by DEVELOPER pursuant to Section III of this AGREEMENT shall be used to assure DEVELOPER'S guarantee of the public improvements pursuant to this Section IV and to compensate CITY and UTILITY for CITY'S and UTILITY'S cost of performing any repairs to the public improvements guaranteed by DEVELOPER pursuant to this AGREEMENT. In the event there is no applicable assurance or in the event the assurance is insufficient, CITY and/or UTILITY may do or cause DEVELOPER'S guarantee work to be done and impose a special charge and/or special assessment against the benefited REAL ESTATE for the cost of the work.

V. DEVELOPER INDEMNIFICATION.

DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages,

costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of any of the public improvements required by this AGREEMENT or arising out of or in any way related to any claim for labor, materials or supplies furnished in connection with any of the public improvements required by this AGREEMENT. Upon the filing with CITY or UTILITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY, UTILITY and others harmless, the CITY and/or UTILITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or compromise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and/or CITY and UTILITY and their officers, employees and agents. It is specifically agreed that CITY and/or UTILITY, at DEVELOPER'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY and/or UTILITY or any of their officers, employees or agents for any cause for which DEVELOPER is liable herewith, shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees sustained, incurred or paid by CITY and/or UTILITY, their officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed to CITY and/or UTILITY, their officers, employees and agents through the DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY and/or UTILITY, in their sole discretion, deem appropriate. This paragraph shall survive installation of the public improvements to effectuate its purpose.

VI. CITY RESPONSIBILITIES.

Upon application by DEVELOPER and upon payment by DEVELOPER of all required fees, CITY shall process all permit applications and will issue all CITY permits required for the development of REAL ESTATE provided DEVELOPER is in compliance with all CITY and UTILITY conditions of approval, the conditional use permit, the certified survey map, this AGREEMENT, and all standards for the issuance of the required CITY permits set forth in applicable federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified.

VII. MISCELLANEOUS.

A. Notice

Any notice required to be given in this AGREEMENT by any of the Parties is to be by certified mail with return receipt or by personal service addressed to DEVELOPER, CITY or UTILITY as the case may be as set forth below. Any Party may designate a different

address by delivering, sending or serving written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to DEVELOPER: 125TH AVENUE HOTEL, LLC
4011 80th Street
Kenosha, WI 53142

with copies to: Hotvedt & Terry, LLC
Attn: John E. Hotvedt
4015 – 80th Street, Suite H
Kenosha, WI 53142

If to CITY: City Clerk/Treasurer
Municipal Building, Room 105
625 -52nd Street
Kenosha, Wisconsin 53140

with copies to: Director of Public Works
Municipal Building, Room 305
625 -52nd Street
Kenosha, Wisconsin 53140

Office of the City Attorney
Municipal Building, Room 201
625 -52nd Street
Kenosha, Wisconsin 53140

If to UTILITY: General Manager
Kenosha Water Utility
4401 Green Bay Road
Kenosha, Wisconsin 53144

with a copy to: Office of the City Attorney
Municipal Building, Room 201
625 -52nd Street
Kenosha, Wisconsin 53140

B. Land Dedications and Impact Fees.

DEVELOPER, at DEVELOPER'S cost and expense, shall provide for all land

dedications required by Chapter XVII of the Code of General Ordinances. DEVELOPER shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the CITY issuance of a building permit.

C. Assignment.

DEVELOPER shall not assign or transfer this AGREEMENT without the prior written consent of CITY and UTILITY. Any unauthorized assignment shall be a breach of this AGREEMENT. Any assignment shall be conditioned upon the assignee entering into a written agreement with CITY and UTILITY through which the assignee agrees to be bound by all of the terms, conditions and obligations of this AGREEMENT. No assignment shall relieve DEVELOPER of any of DEVELOPER'S obligations under this AGREEMENT in the event of breach or default by the assignee. No assignment shall be inconsistent with the terms of this AGREEMENT. The assignee shall have all rights, privileges and obligations as granted DEVELOPER under this AGREEMENT.

D. Integration.

This AGREEMENT, the attached exhibits, the conditional use permit, the certified survey map and such other documents incorporated by reference herein embody the entire agreement and understanding among the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

E. Defaults.

No default shall arise under this AGREEMENT unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

F. Severability.

Any covenant, condition or provision of this AGREEMENT held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this AGREEMENT, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this AGREEMENT which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this AGREEMENT are declared to be severable.

G. Recordation.

This AGREEMENT shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by DEVELOPER. Recordation of this AGREEMENT may at the discretion of CITY and UTILITY omit some or all of the attached exhibits set forth in paragraph H. below.

H. Exhibits Incorporated by Reference.

The exhibits to this AGREEMENT listed below are made a part of this AGREEMENT, and incorporated herein by reference. The exhibits are on file with the City of Kenosha Department of Community Development and Inspections.

- Exhibit A: Legal Description
- Exhibit B: Certified Survey Map
- Exhibit C: Conditional Use Permit
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Sanitary Sewer Easement
- Exhibit F: Storm Water Management Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Maintenance Agreement
- Exhibit I: Maintenance Easement
- Exhibit J: Street Plan
- Exhibit K: Erosion and Sediment Control Plan
- Exhibit L: Grading Plan
- Exhibit M: Lighting Plan
- Exhibit N: Landscaping Plan

I. Choice of Law and Venue.

This AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

J. Waiver of Breach or Violation not Deemed Continuing.

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this AGREEMENT or in

any document delivered pursuant to this AGREEMENT and (c) waive any compliance by any of the other Parties with any of the agreements or conditions contained in this AGREEMENT. The waiver by any Party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this AGREEMENT. No breach or violation of any provision of this AGREEMENT shall be waived except by an agreement in writing signed by the waiving Party.

K. Construction.

The Parties agree that each Party has contributed substantially and materially to the preparation of this AGREEMENT and that as a result, this AGREEMENT shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for CITY.

L. Time of the Essence.

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this AGREEMENT specifying dates and deadlines.

M. Binding Effect.

This AGREEMENT shall run with REAL ESTATE and shall be binding upon DEVELOPER, DEVELOPER'S successors and assigns, and DEVELOPER'S successors in title. The guarantee of DEVELOPER set forth in Section IV shall be for the period specified therein. Any recorded easements, agreements, covenants and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

N. Amendment.

This AGREEMENT may only be amended by the mutual written consent of all the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners.

VIII. AUTHORIZATION.

- A. DEVELOPER represents to CITY and UTILITY that DEVELOPER is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this AGREEMENT have thereby taken place, and that the individual executing this AGREEMENT on behalf of DEVELOPER has the authority to do so and to bind DEVELOPER to the terms and conditions of this

AGREEMENT.

- B.** UTILITY enters into this AGREEMENT by authority of action taken by the Board of Water Commissioners on the ____ day of _____, 2014.
- C.** CITY enters into this AGREEMENT by authority of action taken by its Common Council on the ____ day of _____, 2014.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this AGREEMENT on the dates below given.

KENOSHA WATER UTILITY
A Wisconsin Municipal Water Utility

BY: _____
JAN MICHALSKI, Chairman
Board of Water Commissioners

Date: _____

BY: _____
EDWARD ST. PETER, General Manager
Kenosha Water Utility

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ___ day of _____, 2014, JAN MICHALSKI, Chairman, Board of Water Commission and EDWARD ST. PETER, General Manager, Kenosha Water Utility, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal water utility, to me known to be such Chairman and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

Notary Public, Kenosha County, WI
My Commission expires/is _____

SMMFLP LIMITED PARTNERSHIP
A Delaware Limited Liability Partnership

BY: _____
Stephen C. Mills
Its: General Partner

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, Stephen C. Mills, the General Partner of SMMFLP LIMITED PARTNERSHIP, a Delaware limited liability partnership, to me known to be such General Partner, and acknowledged that he executed the foregoing instrument as such General Partner as the agreement of said limited liability partnership by its authority.

Notary Public, Kenosha County, Wisconsin
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. _____ RECORDED WITH THE
KENOSHA COUNTY REGISTER OF DEEDS ON _____, 2014 AS DOCUMENT NO. _____,
LOCATED IN PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 1, TOWN 1
NORTH, RANGE 21 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Number: 03-121-01-440-350

EXHIBIT B

FARRIS, HANSEN & ASSOC. INC. CERTIFIED SURVEY MAP NO. _____

7 RIDGWAY COURT- P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE (262) 723-2098
FAX (262) 723-5886

OWNER(S):
SMMFLP LIMITED PARTNERSHIP
4011 80th STREET
KENOSHA, WI 53142

LOCATED IN PART OF THE
SW 1/4 THE SE 1/4 OF SECTION 1,
TOWN 1 NORTH, RANGE 21 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

ZONING: B-2
SOILS: MzdB2; MzdB; EtB; BcA

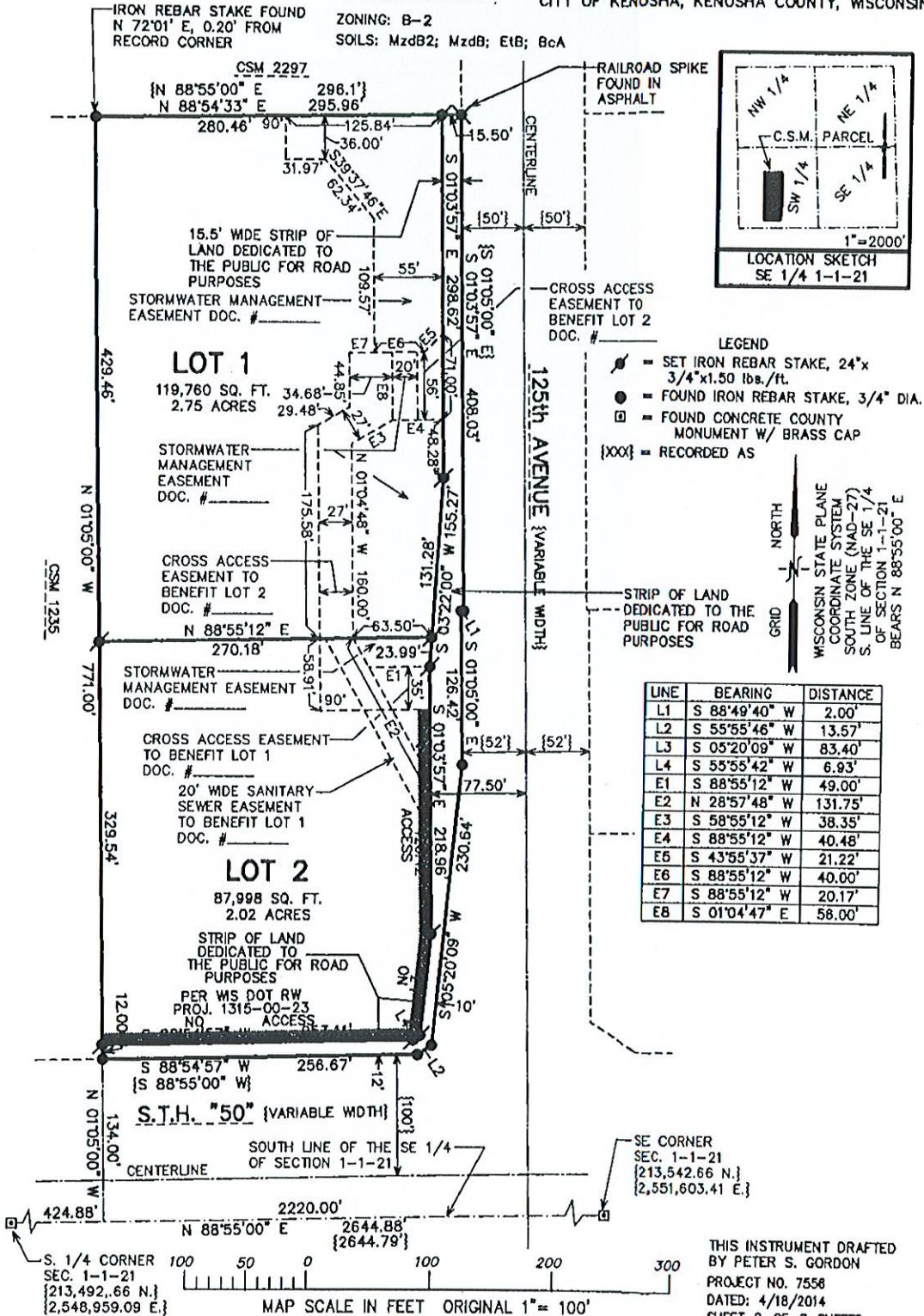


EXHIBIT B

FARRIS, HANSEN & ASSOC. INC. CERTIFIED SURVEY MAP NO. _____

7 RIDGWAY COURT- P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE (262) 723-2098
FAX (262) 723-5886

LOCATED IN PART OF THE
SW 1/4 THE SE 1/4 OF SECTION 1,
TOWN 1 NORTH, RANGE 21 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF SMMFLP LIMITED PARTNERSHIP, OWNERS, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF WISCONSIN STATUTES AND THE DIVISIONS AND COMBINATIONS OF LAND ORDINANCE FOR THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LAND AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE MAP AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 1;
THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, S 88DEG 55MIN 00SEC W, 2220.00 FEET; THENCE N 01DEG 05MIN 00SEC W, 134.00 FEET TO AN IRON REBAR STAKE FOUND AT THE NORTHERLY RIGHT OF WAY OF STATE TRUNK HIGHWAY 50 AND THE POINT OF BEGINNING; THENCE N 01DEG 05MIN 00SEC W, 771.00 FEET; THENCE N 88DEG 54MIN 33SEC E, 295.96 FEET TO AN IRON REBAR STAKE FOUND AT THE EASTERLY RIGHT OF WAY OF 125TH AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY, S 01DEG 03MIN 57SEC E, 408.03 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 01DEG 05MIN 00SEC E, 128.42 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 05DEG 20MIN 09SEC W, 230.64 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 55DEG 55MIN 46SEC W, 13.57 FEET TO AN IRON REBAR STAKE AT THE NORTHERLY RIGHT OF WAY OF STATE TRUNK HIGHWAY 50 ; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, S 88DEG 54MIN 57SEC W, 256.67 FEET TO THE POINT OF BEGINNING. CONTAINING 224,206 SQUARE FEET (5.15 ACRES) OF LAND, MORE OR LESS.

DATED: APRIL 18, 2014 REVISED: 5/6/2014

PETER S. GORDON, RLS 2101

CITY OF KENOSHA APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF KENOSHA THIS _____ DAY OF _____, 2014.

KEITH G. BOSMAN, MAYOR

DEBRA L. SALAS, CITY CLERK-TREASURER

CONSENT OF LIMITED PARTNERSHIP OWNER

SMMFLP LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, OWNER OF THE ABOVE DESCRIBED LANDS, DOES HEREBY CERTIFY THAT SAID LIMITED PARTNERSHIP CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS MAP.

THIS CSM IS REQUIRED TO BE SUBMITTED TO THE CITY OF KENOSHA FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID SMMFLP LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE SIGNED BY STEPHEN C. MILLS, ITS MEMBER, AT _____, WISCONSIN AND ITS COMPANY SEAL TO BE AFFIXED HERETO THIS _____ DAY OF _____, 2014.

STEPHEN C. MILLS, SMMFLP LIMITED PARTNERSHIP

STATE OF WISCONSIN)
COUNTY OF WALWORTH) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2014, STEPHEN C. MILLS, OF THE ABOVE NAMED LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICER OF SAID LIMITED PARTNERSHIP, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED PARTNERSHIP BY ITS AUTHORITY.

MY COMMISSION EXPIRES

NOTARY PUBLIC, _____ WISCONSIN

THIS INSTRUMENT DRAFTED
BY PETER S. GORDON
PROJECT NO. 7556
DATED: 4/18/2014
SHEET 1 OF 2 SHEETS



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

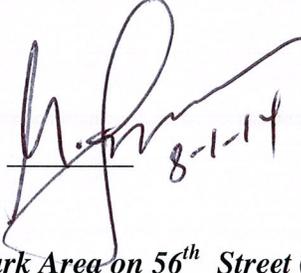
DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

August 1, 2014

To: Eric Haugaard, Chairman
Public Works Committee

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

Subject: *Request to pave Lawn Park Area on 56th Street (north side only)*
912 56th Street to 1112 56th Street
Project 14-1026 56th Street Sidewalk

BACKGROUND/ANALYSIS

As part of the 56th Street resurfacing project, some curb and gutter was replaced with grade changes, along with any necessary hazardous sidewalk. Consequently, some previously paved lawn park areas were either also removed, or were left with an elevation difference. In discussions about this project with Kenosha County it was agreed that the paved lawn park areas would be replaced with an aesthetic pavement treatment instead of sod so that the areas could be efficiently maintained by the county to provide for safe pedestrian access in front of the County buildings.

In accordance with Section 5.051 of the Code of General Ordinances and policy directive from the Public Works Committee this request will acquire Public Works committee review and approval.

RECOMMENDATION

Recommend that the petition be approved for replacing the existing paved lawn park areas disturbed by the resurfacing project stamped concrete that was specified in the project limits.

Cc: Ald. Jenkins, District 2

MML

August 1, 2014

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

FROM: Shelly Billingsley, P.E.
Deputy Director of Public Works / City Engineer

SUBJECT: Public Works Project Status Report

Informational Item

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #09-1121 - Forest Park Evaluation** – [Strand] Staff is meeting with consultant and working on final comments. (1)
- Project #10-1126 - Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Monitoring wells have been installed on-site. Currently in the process of finalizing new technical memo. (16)
- Project #10-1131 - River Crossing Swale Restoration** – [Applied Ecological Services] Maintenance has been performed. (17)
- Project #11-1128 - Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on recommendations. (2 and 7)
- Project #11-1125 - Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Bioswales have been replanted. (1 and 6)
- Project #11-2013 - Harbor and Marina Dredging** – [Shoreline Builders] Waiting for close out documents (2).
- Project #12-1430 - Alford Park Warehouse Demolition** – [Earth Construction] Close out documents were sent to Contractor. (1)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Waiting for close out documents. (Stormwater Utility funding also) (16)
- Project #13-1012 - Resurfacing I** – [Stark] Project is complete. Punch list items remain. [Lincoln Road intersection at 28th Avenue, Lincoln Road intersection at 22nd Avenue, 70th Street from 39th Avenue to 40th Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 -CDBG Resurfacing** – [Stark] Punch list items remain. [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)
- Project #13-1016 Resurfacing III** – [Cicchini] Punch list items remain on 40th Street. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1024 – 60th Street Resurfacing – 39th Avenue to 30th Avenue** – [Cicchini] Punch list items are complete. Working on project close-out. (Stormwater Utility funding also) (3, 11, 15)
- Project #13-1025 56th Street Resurfacing** – [Cicchini] Project is complete. Punchlist items remain. [56th Street from Sheridan Road to 13th Avenue] (Stormwater Utility funding also) (2)
- Project #13-1208 - Sidewalk and Curb and Gutter** – [AW Oakes] Project is complete. Punch list items remain. (Stormwater Utility funding also) (Citywide)
- Project #13-1412 - Simmons Field** – [Camosy] Waiting on close out documents. (12)
- Project #14-1012 – Resurfacing Phase I** – [Payne & Dolan] Contract awarded on July 28, 2014. Anticipated project start on August 4, 2014. (12, 16)
- Project #14-1014 – Concrete Street Repairs – 80th Street** – Bid opening is scheduled for August 13.
- Project #14-1015 – 39th Avenue – Washington Rd to 45th Street Resurfacing** – [Payne & Dolan] Project Awarded on July 28, 2014. Anticipated project start on August 18, 2014. (10)
- Project #14-1017 Concrete Street Repairs (Street Division) – Pershing Blvd** – Staff is finalizing areas to be replaced. It is anticipated that Street Division will be doing this work.
- Project #14-1019 – Crackfilling** – Bid opening was July 30. Contract is pending Public Works Committee and Common Council approval. (Citywide)
- Project #14-1208 – Sidewalk Repair Program** –Project started on May 29 and is approximately 50% complete. (Stormwater Utility funding also) (Citywide)
- Project #14-2002 Overpass Painting** – Bids were opened on July 16. Anticipated award by Public Works and Common Council on August 4. Project is anticipated to begin mid-August.
- Project #14-1027 Pavement Markings** – Contract was awarded on July 7. Project is anticipated to begin August 4. (Citywide)
- Project #14-1025 56th Street Phase Lighting** – [WIL-Surge Electric, Inc.] Existing concrete street lights have been removed. Direction Boring is underway. (2)
- Project #14-1026 56th Street Phase Sidewalk Project** – Staff is completing plans and specifications for the sidewalk repairs. (2)
- Project #14-1209 Emergency Vehicle Preemption – Traffic Signals** – The City is waiting on equipment to be shipped. (Citywide)
- Project #14-2013 Southport Marina Dredging** – [Ryba] – Project has started. Contractor is anticipating dredging to be completed by Mid-August.
- Design Work (Public Works)** – Staff is working on the following projects: Website Design, GPS Data Forms, Simmons Library Improvements, Equipment Specifications, and SWU Projects and Parks Projects.