AGENDA
PUBLIC WORKS COMMITTEE

MONDAY, AUGUST 10, 2009
ROOM 204
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana
Ray Misner
Don L. Moldenhauer
Anthony Nudo

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on July 27, 2009.

B. DEFERRED TO COMMITTEE

B-1 Discussion To Create Section 5.044 of the Code of General Ordinances Regarding Honorary Street Sub-Names. *(deferred from July 13, 2009 meeting)*

C. REFERRED TO COMMITTEE

C-1 Preliminary Report/Final Resolution for Project 09-1021 Resurfacing Phase IV (26th Avenue - 80th Street to Lincoln Road). **(District 13)** **PUBLIC HEARING**

C-2 Award of Contract for Project 09-1021 Resurfacing Phase IV (64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road) to Cicchini Asphalt, LLC, Kenosha, Wisconsin in the amount of $253,000. **(Districts 8, 12, 13)**

C-3 Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue. (Hawk's Ridge Subdivision) **(District 17)** *(City Plan Commission approved 9:0)*

C-4 Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue. (Greco Investments) **(District 17)** *(City Plan Commission approved 9:0)*

INFORMATIONAL ITEMS: Nick Shamsipour, Risk, Safety & Environmental Manager
Yardwaste Biodegradable Bag Coupon
Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

ALDERMAN COMMENTS

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

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

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, JULY 27, 2009
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana
Ray Misner
Don L. Moldenhauer
Anthony Nudo

The regular meeting of the Public Works Committee was held on Monday, July 27, 2009 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Patrick Juliana, Ray Misner, and Anthony Nudo. Alderman Don L. Moldenhauer was previously excused. The meeting was called to order at 5:23 PM. Staff member in attendance was Mike Lemens.

A-1 Approval of minutes of regular meeting held July 13, 2009.

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

C-1 Proposed Ordinance to Repeal and Recreate Section 1.01 of the Code of General Ordinances, Entitled "Common Council". (also referred to Public Safety & Welfare Committee and Finance Committee)

It was moved by Alderman Misner, seconded by Alderman Nudo, to approve with the following amendments: remove "continuous" from B.d. and add B.e. "any alderman maybe excused by Council President from performing required duties" Motion passed 4-1, with Alderman Juliana voting nay.

C-2 Resolution – Intent to Assess for Hazardous Sidewalk and Driveway Approach Only for Project 09-1021 Resurfacing Phase IV (26th Avenue - 80th Street to Lincoln Road). **(District 13)**

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

C-3 Acceptance of Project 08-1409 Southport Beach House Restroom Renovations (7825 1st Avenue) which has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin, in the amount of $146,284.50. **(District 3)** *(also referred to Park Commission)*

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

C-4 Acceptance of Project 05-1416 Anderson Park Skateboard Park (8730 22nd Avenue) which has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin, in the amount of $155,788.42. **(District 9)** *(also referred to Park Commission)*

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

C-5 Petition to vacate a portion of 66th Street west of 34th Avenue. (Halcomb/Nudo) **(District 11)** *(City Plan Commission approved 9:0)*

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

C-6 To Amend the City of Kenosha Capital Improvement Program for 2009 by Decreasing Line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" by $70,000 and Creating Line CO-09-005 "30th Avenue from 80th Street to 89th Street – ARRA" for $1,422,070 with Outside Funding of $1,352,070 for a Net Change of $0. **(Districts 9, 13, 14)** *(City Plan Commission approved 9:0)*

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

C-7 To Amend the City of Kenosha Capital Improvement Program for 2009 by Decreasing Line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" by $230,000 and Increase Line ST-93-002 "Resurfacing" by $230,000 for a Net Change of $0. **(Districts 6, 13, 14)** *(City Plan Commission approved 9:0)*

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

INFORMATIONAL ITEM: Project Status Report

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:55 pm.*

ORDINANCE NO. ___

TO CREATE SECTION 5.044 OF THE CODE OF GENERAL ORDINANCES REGARDING HONORARY STREET SUB-NAMES

The Common Council of the City of Kenosha, Wisconsin do ordain as follows:

Section One: Section 5.044 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby created as follows:

5.044 HONORARY STREET SUB-NAMES

A. Definition. The following term shall have the meaning provided below:

1. Street. Any dedicated public way located wholly or in part within the City limits. For the purposes of this Section, Street shall mean any Street, Avenue, Court, Place, Boulevard, Road or Drive noted on the Official City Map of the City of Kenosha.

B. Petition. A petition for an honorary street sub-name sign may be submitted by the Mayor, Alderperson of any District, the Common Council, or City Plan Commission. ~~or any citizen of the City of Kenosha~~. The petition for an honorary street sub-name sign shall be on forms provided in the office of the Department of City Development or on the City website.

C. Requirements/Criteria. The Department of Public Works shall erect honorary street sub-name signs at times and places designated in Resolutions passed from time to time by the Common Council upon receiving a recommendation from the City Plan Commission and Public Works Committee, in accordance with the following requirements:

1. An honorary street sub-name shall not change the official name of any portion of the affected street. ~~Any named street shall not be eligible for an honorary street sub-name.~~

2. Signs indicating an honorary street sub-name shall include the word "Honorary" prominently displayed before the honorary street sub-name.

3. Honorary street sub-name signs shall not use the same color scheme, font and/or size as official street name signs.

4. No person, group, institution, organization, event or other entity shall be honored by more than one designation of an honorary street sub-name.

5. No portion of any street shall be designated with more than one honorary street sub-name.

6. Honorary street sub-name signs shall be posted only at both ends of the street to be subnamed at the intersecting cross street(s), and no intersection shall include more than two signs indicating an honorary street sub-name. Honorary street sub-names shall not apply to any portion of a street longer than ten City blocks.

D. Duration. No honorary street sub-name sign shall be in place for a period exceeding three (3) years from the date of approval, unless an extension to such designation is approved by the Common Council upon recommendation of the City Plan Commission and Public Works Committee. The Common Council, upon recommendation from the City Plan Commission and Public Works Committee shall have the ability to authorize the removal of any honorary street sub-name when it is determined that such honorary street sub-name no longer is relevant to any person, group, institution, organization, event or other entity for which the honorary street sub-name was applied to.

(Alternative) D. The City Plan Commission and Public Works Committee at their first regularly scheduled meeting in December of each calendar year shall review the list of honorary street sub-names on file with the Department of Public Works and provide a recommendation to the Common Council for any signs that should be removed when it is determined that such honorary street sub-name no longer is relevant to any person, group, institution, organization, event or other entity for which the honorary street sub-name was applied to. The Common Council, upon such recommendation from the City Plan Commission and Public Works Committee shall have the ability to authorize the removal of any honorary street sub-name sign with a majority vote of the Common Council.

E. The person, group, institution, organization or other entity which requests the honorary street sub-name shall be responsible for the initial installation, maintenance and administrative costs related to any honorary street sub-name sign plus maintenance costs for three (3) years. The fee to cover installation, maintenance and administrative costs shall be as established by the Common Council, from time to time, by Resolution. In the event the Mayor, Alderperson of any District, Common Council or City Plan Commission initiates the request for an Honorary street sub-name, the City shall be responsible for the installation, maintenance and administrative costs related to any honorary street sub-name sign.

(Alternative) E. The person, group, institution, organization or other entity which requests the honorary street sub-name shall be responsible for the initial installation, maintenance and administrative costs related to any honorary street sub-name sign plus pay an administrative fee before January 31st of each calendar year in order to leave the sign erected. The administrative fee is to be as established by the Common Council, from time to time, by Resolution. If the administrative fee is not paid by January 31st, the honorary street sub-name sign shall be removed by the Department of Public Works. In the event the Mayor, Alderperson of any District, Common Council or City Plan Commission initiates the request for an Honorary street sub-name, the City shall be responsible for the installation, maintenance and administrative costs related to any honorary street sub-name sign.

F. Honorary street sub-names may not be of individuals unless deceased for a minimum period of three (3) years, unless that individual made a major effort or contribution to the area or neighborhood where the honorary street sub-name is proposed. Honorary street sub-names may not be of individuals then serving in any elected or appointed public office or position.

Section Two: This Ordinance shall become effective upon passage and publication.

C-1

PUBLIC HEARING

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 **17th day of August, 2009,** 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:

64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.60(16), Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (Work") on or before the 31st day of August, 2009, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st of November. If the cost of Work is under One Hundred ($100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred ($100.00) Dollars, it may be paid in its

entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.60(15), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

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

Adopted this 17th day of August, 2009.

APPROVED:

_____
KEITH G. BOSMAN, MAYOR

ATTEST:

_____
DEBRA L. SALAS, DEPUTY CITY CLERK

Date:_____

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-108-011-0

NUMBER OF SQUARES

PROPERTY ADDRESS
GARY R & LINDA L HOLTZ
2551 BUC RD

MAIL TO ADDRESS
GARY R & LINDA L HOLTZ
2551 BUCHANAN RD
KENOSHA, WI 53143-1436

LEGAL DESCRIPTION
LOT 159 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT
04-122-12-108-012-0

NUMBER OF SQUARES

PROPERTY ADDRESS
OLE M JENSEN
7809 026 AV

MAIL TO ADDRESS
OLE M JENSEN
7809 26TH AVE
KENOSHA, WI 53143-5607

LEGAL DESCRIPTION
LOT 160 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

-- -- -- -- -- -- -- -- -- -- -- --

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-108-013-0

NUMBER OF SQUARES

PROPERTY ADDRESS
IRENE H MATOSKA (LIFE ESTATE) MATT
7815 026 AV

MAIL TO ADDRESS
IRENE H MATOSKA
10719 35TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 161 GREATER KENOSHA LAND CO'S 1ST SUB BEING PT OF NE 1/4 SEC 12 T 1 R 22
DOC#1203540
DOC#1203541

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT
04-122-12-108-028-0

NUMBER OF SQUARES

PROPERTY ADDRESS
CATHERINE DETTINGER
2566 LIN RD

MAIL TO ADDRESS
CATHERINE DETTINGER
2566 LINCOLN RD
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 162 & 163 EXC THE MOST SW'LY 5 FT OF LOT 163 GREATER KENOSHA LAND CO'S 1ST SUB PT OF NE 1/4 SEC 12 T 1 R 22 1978
V 1679 P 73
DOC#1082043
DOC#1082044
DOC#1485513

-- -- -- -- -- -- -- -- -- -- -- --

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-009-0

NUMBER OF SQUARES

PROPERTY ADDRESS
ROY V WARNOCK, CATHLEEN WARNOCK
7836 026 AV

MAIL TO ADDRESS
ROY V & CATHLEEN WARNOCK
7836 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 891 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT
04-122-12-151-010-0

NUMBER OF SQUARES

PROPERTY ADDRESS
THOMAS J RICHIO
7832 026 AV

MAIL TO ADDRESS
THOMAS J RICHIO
7832 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 892 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT
04-122-12-151-011-0

NUMBER OF SQUARES

PROPERTY ADDRESS
PAUL T MCTERNAN
7826 026 AV

MAIL TO ADDRESS
PAUL T MCTERNAN
2017 75TH ST
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 893 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1568538

-- -- -- -- -- -- -- -- -- -- -- --

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-012-0

NUMBER OF SQUARES

PROPERTY ADDRESS
GARY R MATYE
7822 026 AV

MAIL TO ADDRESS
GARY R MATYE
7822 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 894 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1029186
DOC#1371921
DOC#1371922
DOC#1453965

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT
04-122-12-151-013-0

NUMBER OF SQUARES

PROPERTY ADDRESS
DANA & AIMEE CASEY
7816 026 AV

MAIL TO ADDRESS
DANA & AIMEE CASEY
7928 43RD AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 895 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1205831
DOC#1205832

-- -- -- -- -- -- -- -- -- -- -- --

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-014-0

NUMBER OF SQUARES

PROPERTY ADDRESS
DIONNE M BOWMAN
7812 026 AV

MAIL TO ADDRESS
DIONNE M BOWMAN
7812 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 896 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V1406 P 352
V1685 P 667
DOC #976156
DOC#1030425
DOC#1431060
DOC#1523724

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT
04-122-12-151-015-0

NUMBER OF SQUARES

PROPERTY ADDRESS
KURT UHLICH
7806 026 AV

MAIL TO ADDRESS
KURT UHLICH
7806 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 897 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

-- -- -- -- -- -- -- -- -- -- -- --

	ASSESSED S.F./LN.	TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-016-0

NUMBER OF SQUARES

PROPERTY ADDRESS
GLENN L & TINA L BALL
7800 026 AV

MAIL TO ADDRESS
GLENN L & TINA L BALL
7800 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 898 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V 1487 P 549
V 1558 P 33
V 1687 P 926
V 1687 P 927
V 1687 P 928
DOC#1065863
DOC#1448849

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT 250.000 $336.00
04-122-12-160-001-0

4" CONC R-R 75.00SF @ $4.48 = $336.00
ADDITIONAL 175.00 @ $.00 = $.00
NUMBER OF SQUARES 3
7 OF 10 SQ - PWT DAMAGE

PROPERTY ADDRESS
STANLEY E & GENEVIEVE V MCCORMICK
7958 026 AV

MAIL TO ADDRESS
STANLEY E,GENEVIEVE MCCORMICK
7958 26TH AVE
KENOSHA, WI 53143-5655

LEGAL DESCRIPTION
10781 LOTS 843 & 844 GREATER
KENOSHA LAND CO'S 3RD SUB PT
OF NE 1/4 SEC 12 T 1 R 22
V495 P104

-- -- -- -- -- -- -- -- -- -- -- --

		ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER 04-122-12-161-001-0	LOT	25.000	
		ADDITIONAL 25.00SF @ $.00 =	$.00
PROPERTY ADDRESS GARRETT L KORNMAN 2609 LIN RD		NUMBER OF SQUARES 1 SQ - PWT DAMAGE	
MAIL TO ADDRESS GARRETT L KORNMAN 2609 LINCOLN RD KENOSHA, WI 53143-5649		LEGAL DESCRIPTION LOT 870 GREATER KENOSHA LAND CO'S 3RD SUB BEING PT OF NE 1/4 SEC 12 T 1 R 22 V 1546 P 634 DOC#1511305	

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 04-122-12-161-024-0	LOT	277.000	$489.60
		6" DRV APP 102.00SF @ $4.80 =	$489.60
PROPERTY ADDRESS KELLY J & LISA L MCCORMICK & STANL 7938 026 AV		ADDITIONAL 175.00AR @ $.00 = NUMBER OF SQUARES 7 SQ - PWT DAMAGE	$.00
MAIL TO ADDRESS KELLY J & LISA L MCCORMICK STANLEY & GENEVIEVE MCCORMIC KENOSHA, WI 53142		LEGAL DESCRIPTION LOT 845 & E 40 FT OF LOT 846 GREATER KENOSHA LAND CO 3RD SUB NE 1/4 SEC 12 T 1 R 22 V 1592 P 508 DOC#1086895 DOC#1356184	

-- -- -- -- -- -- -- -- -- -- -- --

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-163-001-0

NUMBER OF SQUARES

PROPERTY ADDRESS
THEODORA A GRIFFIN
2604 LIN RD

MAIL TO ADDRESS
THEODORA A GRIFFIN
2604 LINCOLN RD
KENOSHA, WI 53143-5650

LEGAL DESCRIPTION
LOT 871 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT
04-122-12-180-014-0

NUMBER OF SQUARES

PROPERTY ADDRESS
RUTH K LENOX
2575 LIN RD

MAIL TO ADDRESS
RUTH K LENOX
2575 LINCOLN RD
KENOSHA, WI 53143-1430

LEGAL DESCRIPTION
LOT 221 GREATER KENOSHA LAND
CO'S 1ST SUB PT OF NE 1/4
SEC 12 T 1 R 22
V 1117 P 477
DOC#1331930
DOC#1402680

-- -- -- -- -- -- -- -- -- -- -- --

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-182-001-0

NUMBER OF SQUARES

PROPERTY ADDRESS
ALBERT FRANCESCHINI
7915 026 AV

MAIL TO ADDRESS
ALBERT FRANCESCHINI
7915 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 389 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V 1534 P 207

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT 70.000 $336.00
04-122-12-182-002-0

6" DRV APP 70.00SF @ $4.80 = $336.00

PROPERTY ADDRESS
NUMBER OF SQUARES
JAMES S & HEIDI J ISTVANEK
7919 026 AV

MAIL TO ADDRESS
JAMES S & HEIDI J ISTVANEK
7919 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
LOT 390 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT 70.000 $336.00
04-122-12-182-003-0

6" DRV APP 70.00SF @ $4.80 = $336.00

PROPERTY ADDRESS
NUMBER OF SQUARES
PENELOPE L HANEY
7925 026 AV

MAIL TO ADDRESS
PENELOPE L HANEY
7925 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
LOT 391 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1013137

-- -- -- -- -- -- -- -- -- -- -- --

	ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT	84.000	$403.20
04-122-12-182-004-0		
	6" DRV APP 84.00SF @ $4.80 =	$403.20
PROPERTY ADDRESS	NUMBER OF SQUARES	
RICHARD K & SADARRI SASKILL		
7929 026 AV		

MAIL TO ADDRESS
RICHARD K & SADARRI SASKILL
7929 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
LOT 392 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V 1356 P 447
V 1510 P 999
DOC#1068572

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT	25.000	
04-122-12-182-006-0		
	ADDITIONAL 25.00SF @ $.00 =	$.00
PROPERTY ADDRESS	NUMBER OF SQUARES	
BREONNA HENNING	1 SQ - PWT DAMAGE	
7939 026 AV		

MAIL TO ADDRESS
BREONNA HENNING
7939 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 394 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V 1565 P 64
V 1702 P669
DOC#1193045
DOC#1318168
DOC#1334817
DOC#1353033
DOC#1546881

-- -- -- -- -- -- -- -- -- -- -- --

	ASSESSED S.F./LN.	TOTAL ASSESSMENT

PARCEL NUMBER LOT 25.000
04-122-12-182-007-0

ADDITIONAL 25.00SF @ $.00 = $.00

PROPERTY ADDRESS
MARK C & KATE E DEMIEN
7945 026 AV

NUMBER OF SQUARES
1 SQ - PWT DAMAGE

MAIL TO ADDRESS
MARK C & KATE E DEMIEN
7945 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
LOT 395 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC1018039
DOC#1139001
DOC#1268142
DOC#1398665
DOC#1532393

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT 25.000
04-122-12-182-008-0

ADDITIONAL 25.00SF @ $.00 = $.00

PROPERTY ADDRESS
JAMES R CARLOCK & ELIZABETH M HART
7951 026 AV

NUMBER OF SQUARES
1 SQ - PWT DAMAGE

MAIL TO ADDRESS
JAMES R & ELIZABETH M CARLOCK
7951 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 396 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1092448
DOC#1225966

-- -- -- -- -- -- -- -- -- -- -- --

		ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	134.000	$627.20
04-122-12-182-009-0			
		4" CONC R-R 50.00SF @ $4.48 =	$224.00
PROPERTY ADDRESS		6" DRV APP 84.00SF @ $4.80 =	$403.20
NICHOLAS R & JEANINE L MAYOR		NUMBER OF SQUARES 2	
7955 026 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
NICHOLAS R & JEANINE L MAYOR		LOT 397 GREATER KENOSHA LAND	
7955 26TH AVE		CO'S 1ST SUB BEING PT OF NE	
KENOSHA, WI 53143-5609		1/4 SEC 12 T 1 R 22	

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT	70.000	$336.00
04-122-12-182-010-0			
		6" DRV APP 70.00SF @ $4.80 =	$336.00
PROPERTY ADDRESS		NUMBER OF SQUARES	
PAT CERASANI, EMILY CERASANI			
7959 026 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
PAT CERASANI		LOT 398 GREATER KENOSHA LAND	
2520 80TH PL		CO'S 1ST SUB BEING PT OF NE	
KENOSHA, WI 53143-6204		1/4 SEC 12 T 1 R 22	

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT		
04-122-12-182-011-0			
		NUMBER OF SQUARES	
PROPERTY ADDRESS			
DANIEL W & RITA M RAUSCH			
7965 026 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DANIEL W & RITA M RAUSCH		LOT 399 GREATER KENOSHA LAND	
7965 26TH AVE		CO'S 1ST SUB BEING PT OF NE	
KENOSHA, WI 53143		1/4 SEC 12 T 1 R 22	
		V1696 P632	

-- -- -- -- -- -- -- -- -- -- -- --

ASSESSED S.F./LN. | TOTAL ASSESSMENT

PARCEL NUMBER LOT
04-122-12-182-012-0

NUMBER OF SQUARES

PROPERTY ADDRESS
JILL M FREDERICKSEN
7969 026 AV

MAIL TO ADDRESS
JILL M FREDERICKSEN
7969 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
N 50 FT OF LOTS 400 & 401
GREATER KENOSHA LAND CO'S 1ST
SUB PT NE 1/4 SEC 12 T1 R22
DOC#1566980

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER LOT 50.000
04-122-12-182-013-0

ADDITIONAL 50.00AR @ $.00 = $.00

PROPERTY ADDRESS
STEPHAN A & TABITHA L CAVIN
7973 026 AV

NUMBER OF SQUARES
2 SQ - PWT DAMAGE

MAIL TO ADDRESS
STEPHAN A & TABITHA L CAVIN
7973 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
10763-2 LOTS 400 & 401 EXCEPT
THE N 50 FT GREATER KENOSHA
LAND CO'S 1ST SUB PT OF NE 1/4
SEC 12 T 1 R 22
DOC#1355276
DOC#1527967

-- -- -- -- -- -- -- -- -- -- -- --

		ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	284.000	$739.20
04-122-12-182-027-0			
		4" CONC R-R 75.00SF @ $4.48 =	$336.00
PROPERTY ADDRESS		6" DRV APP 84.00SF @ $4.80 =	$403.20
RYAN W SCHROEDER & JAIME L KUDULIS		ADDITIONAL 125.00AR @ $.00 =	$.00
7935 026 AV		NUMBER OF SQUARES 3	

MAIL TO ADDRESS
RYAN W SCHROEDER
JAIME L KUDULIS
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 393 & 410 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE 1/4
SEC 12 T 1 R 22
(2005 COMB 04-122-12-182-005 & -02
V 1670 P 700
DOC #991531
DOC#1253717
DOC#1348637
DOC#1389929

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL	1,389.00	$3,603.20

GRAND TOTALS PARCELS 30 FOOTAGE 1,389.000 TOTAL COST $3,603.20

C-2

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

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

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

August 6, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E. 8-6-09
Director of Engineering /City Engineer

Subject: Project: Resurfacing Phase IV

Location: 64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was $250,000. Budget amount was $1,389,600 for all resurfacing projects.

This project consists of removing and replacing concrete curb & gutter, repairing hazardous concrete sidewalk, damaged concrete driveways and handicap ramps, resurfacing with asphalt concrete and site restoration.

Following is the list of bidders:

Cicchini Asphalt, LLC, Kenosha, Wisconsin	$229,835.35
Black Diamond Group, Oak Creek, Wisconsin	$270,514.80

It is recommended that this contract be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin for the base bid amount of $229,835.35 plus $23,164.65 in contingency for unforeseen conditions (if needed), for total award amount of $253,000. Funding is from CIP Line Item ST-93-002.

MML/kjb

cc: Carol Stancato, Director of Finance

C-3

VOTE SHEET	Kenosha City Plan Commission	Meeting of August 6, 2009	

Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue, District #17. (Hawk's Ridge Subdivision)

ACTION TAKEN	***AYES***	***NOES***
APPROVE	9	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	8/17/09	20 & 1
FINANCE		
LEGAL		
PUBLIC WORKS	8/10/09	1
PARKS		
WATER UTILITY	8/10/09	1
EMAIL TO CLERKS		
PUBLIC NOTICE		

Rich Schroeder
Assistant City Planner

1CPC/2009/Aug6/action-devagree-hawks

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	August 6, 2009	Item 7

Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue, District 17. (Hawk's Ridge Subdivision)

LOCATION/SURROUNDINGS:

Site: 60th Street
Zoned: TRD-2, Air-3 and Air-4

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The Agreement covers the first phase of the development which is for multi-family residential buildings. Future development of the site will require a separate Agreement.
- The City Plan Commission has approved the Conditional Use Permit for the multi-family (10 buildings), subject to various conditions. One of the required Conditions is that the developer enter into a Developers Agreement.
- The developer will be making improvements to 60th Street by the site. 126th Avenue will be constructed as a private street until future development of the site occurs. At that time, the street will be reconstructed as a public street.
- City departments have reviewed the Agreement.

RECOMMENDATION:

A recommendation is made to approve the Agreement.

Rich Schroeder, Assistant City Planner

Jeffrey B. Labahn, Director of City Development

1CPC/2009/Aug6/fact-devagree-hawks

DEVELOPERS AGREEMENT
By and Between
JH Bristol, LLC and
the City of Kenosha, Wisconsin and
the Kenosha Water Utility
Hawk's Ridge Subdivision

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

WHEREAS, DEVELOPER is the owner of approximately 147.88 acres of real estate in City, which is legally described on Exhibit "A", which is attached hereto and made a part hereof, hereinafter referred to as **REAL ESTATE**; and

WHEREAS, DEVELOPER desires to develop **REAL ESTATE** for multiple-family residential purposes; and

WHEREAS, REAL ESTATE is zoned TRD-2, C-1, A-2, AIR-3 and AIR-4 at the time of execution of this **AGREEMENT**; and

WHEREAS, the Plan Commission of **CITY** has approved a Conditional Use Permit for Phase 1 of **REAL ESTATE** on the condition that **DEVELOPER** enter into **AGREEMENT** relative to the manner and method by which **REAL ESTATE** is to be developed subject to the guidelines of **AGREEMENT**. This **AGREEMENT** is intended to cover all improvements within and outside of **REAL ESTATE** relating to Phase 1. Additional phases will be covered under a separate agreement; and

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

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

NOW, THEREFORE, in consideration of the mutual promises and undertakings, the parties agree that **REAL ESTATE** will be developed as hereinafter provided. Future phases and developments will require a separate Agreement

I. IMPROVEMENTS AND DESIGN STANDARDS

A. Streets

1. **DEVELOPER** shall at its cost and expense grade, gravel and pave 126th Avenue as shown on Exhibit "B" and 60th Street (CTH K) as shown on Exhibit "B", in accordance with the Conditional Use Permit plans, attached hereto as Exhibit "B".

2. **DEVELOPER** shall construct 126th Avenue as shown on Exhibit B as a private street. All improvements within 126th Avenue and 60th Street intersection shall be inspected by **CITY** and **UTILITY**. 126th Avenue shall be considered a private street and **DEVELOPER** shall be responsible for all maintenance including snow plowing until the street is reconstructed to **CITY** public streets standards and

dedicated under a separate Agreement.

3. **DEVELOPER** shall provide to the **CITY** and/or **UTILITY** all Easements for utilities as required by **CITY** and/or **UTILITY.**

4. **DEVELOPER** shall not conduct any street paving or curb and gutter after November 15th of any calendar year without express written approval of the City Engineer, and no paving work will be permitted after December 1st of any calendar year. Construction may commence after April 1st with the approval of the City Engineer.

5. **DEVELOPER** shall construct streets as depicted in Exhibit "B". 60th Street shall comply with Kenosha County requirements. 126th Avenue shall remain as a private road and be maintained by **DEVELOPER** until future development occurs, at which time **DEVELOPER** shall reconstruct 126th Avenue to **CITY** public street standards and dedicate the street right-of-way to the **CITY**.

6. **DEVELOPER** shall dedicate all right-of-way required for 60th Street improvements to Kenosha County at no cost to the County.

7. **DEVELOPER** shall obtain a permit from the Kenosha County Highway Department and complete all improvements to 60th Street, including intersection improvements to 60th Street and future 126th Avenue, as shown on Exhibit "B" and present the improvements to Kenosha County for acceptance prior to the issuance of any building occupancy permits. **DEVELOPER** shall construct and pave 126th Avenue as shown in Exhibit "B" prior to the issuance of any Occupancy permits for Buildings A1 - A4, or prior to the issuance of any Footing and Foundation permits from Buildings A5 - A10, which ever occurs first.

B. Sidewalks

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

C. Sanitary Sewerage System

1. **DEVELOPER** shall construct, furnish, install and provide, at its cost and expense, a complete sanitary sewerage system throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with Exhibit "B", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources. Copies of WDNR approvals shall be provided to **UTILITY**.

2. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** sanitary sewerage system.

3. **UTILITY** shall allow **DEVELOPER** to extend and connect its sanitary sewerage system to the sanitary sewerage system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis. **CITY** and **UTILITY** shall cooperate with **DEVELOPER** in obtaining all necessary permits required from the United States of America, State of Wisconsin, and County of Kenosha for such sanitary sewerage systems, extensions, and connections.

4. **UTILITY** shall accept all sanitary sewerage systems located in the public right-of-way or in any easement lying within **REAL ESTATE** upon:
   a. completion in accordance with approved plans and specifications;
   b. construction and delivery without defect, damage or nonconformance;
   c. delivery to **UTILITY** of certified copies of all tests of sanitary sewerage system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM;
   d. receipt of lien waivers from all contractors; and
   e. certification by **UTILITY** Engineer of the above.

   Said acceptance shall be subject to approval by the Board of Water Commissioners. The **UTILITY** Engineer shall inspect said sanitary sewerage system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the sanitary sewerage system found to contain any defect, damage or nonconformity shall be reinspected by the **UTILITY** Engineer after repair by **DEVELOPER** and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY, UTILITY** shall be responsible for the operation and maintenance of said sanitary sewerage system.

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

D. Water

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

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

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

4. **UTILITY** shall accept all such water distribution system located in the public right-of-way or in any easement lying within **REAL ESTATE** upon:

a. completion in accordance with approved plans and specifications;
b. construction and delivery without defect, damage or nonconformance;
c. delivery to **UTILITY** of certified copies of all tests of the water distribution system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM
d. receipt of lien waivers from all contractors; and
e. certification by **UTILITY** Engineer of the above.

Said acceptance shall be subject to approval by the Board of Water Commissioners. **UTILITY** Engineer shall inspect said water distribution system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the water distribution system found to contain any defect, damage or nonconformity shall be repaired by **DEVELOPER** and reinspected by **UTILITY** Engineer and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation and maintenance of said water distribution system.

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

E. Storm and Surface Water Drainage

1. **DEVELOPER** shall construct, furnish, install, and provide at its cost and expense adequate facilities for storm and surface water drainage throughout **REAL ESTATE**, including the facilities which abut land dedicated or acquired for any public purpose. Storm and surface water drainage shall be in accordance with any applicable master plan for the area served, in accordance with Exhibit "B" and in accordance with **CITY** criteria for design of storm sewers. Tracer wires shall be installed on all storm sewer mains and laterals per City of Kenosha specifications.

2. **DEVELOPER** shall construct storm water retention basin. The retention basin shall be functional and operational as a prerequisite to **CITY** issuance of any Footing and Foundation permits for any improvements within **REAL ESTATE**.

3. **CITY** shall assist **DEVELOPER** in obtaining the right to make connections and in procuring easements to **CITY'S** nearest appropriate and available storm sewer or drainage system and in allowing **DEVELOPER** to connect to any future storm sewer or drainage system of **CITY**, which is constructed to serve **REAL ESTATE**.

4. Retention basins, storm and surface water conveyance systems and outlet structures for storm and surface water shall meet **CITY'S** current outflow and storage requirements. **DEVELOPER** shall submit plans, specifications and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction. All portions of the **REAL ESTATE** designated as retention basins and outlet structures shall either be retained by **DEVELOPER** or assigned to an owner's association.

DEVELOPER, or the owner's association, shall be responsible for maintenance, replacement or repair of all retention basins, storm and surface water conveyance system and outlet structures lying within **REAL ESTATE**, excepting those on public

rights-of-way and shall provide **CITY** with a Maintenance Agreement. **CITY** and **UTILITY** shall review and approve of any owners association prior to final acceptance of the storm and surface water drainage system. **DEVELOPER**, prior to transfer to an owners association, shall provide **CITY** with a maintenance easement for the storm and surface water drainage system not located within public rights-of-way and the **CITY** may specially assess benefited property for any service performed. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements.

5. **CITY** shall approve all such storm and surface water drainage facilities, including storm and surface water conveyance systems, located in the public right-of-way or in any easement lying within **REAL ESTATE** upon:
   a. completion in accordance with approved plans and specifications;
   b. construction and delivery without defect, damage or nonconformance;
   c. delivery to **CITY** of certified copies of all tests of storm sewer system and a certified reproducible mylar "as-built" drawing and in a digital form acceptable to the **CITY;**
   d. receipt of lien waivers from all contractors; and
   e. certification by City Engineer of the above.

   Approval of the storm and surface water drainage facilities shall be upon recommendation by the City Engineer, Board of Public Works and formal action by the Common Council. The City Engineer shall inspect said storm and surface water drainage facilities without unreasonable delay upon request by **DEVELOPER**, and issue written notice to correct any defect, damage or nonconformity which may be discovered. Any element of the storm and surface water drainage system found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by **CITY**, **CITY** shall be responsible for the operation and maintenance of said storm and surface water drainage facilities lying within the public rights-of-way within said **REAL ESTATE**, subject to the Indemnity and Hold Harmless Agreement of **DEVELOPER** herein provided. **CITY** may specially assess benefited property or initiate a user fee for the cost of maintenance thereof.

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

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

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

8. **DEVELOPER** shall, during the term of **AGREEMENT**, indemnify, defend, and hold harmless **CITY, UTILITY**, and officers and employees thereof from and against any

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

F. Landscaping

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

2. **DEVELOPER** shall remove and lawfully dispose of all rubbish, barns and outbuildings, dead trees, branches, brush, tree trunks, shrubs, and other natural growth that are inconsistent with approved plans. Applicant shall obtain Raze permits from **CITY** prior to removing any structures.

3. **DEVELOPER** shall supply and install six (6") inches of topsoil in all lawn parks to bring lawn parks up to final grade.

4. **DEVELOPER** shall protect existing trees within **REAL ESTATE** in accordance with Section 34.10 of the Code of General Ordinances.

G. Street Lamps

1. **DEVELOPER** shall, at its cost and expense, install or contract with WE Energies for installation of street lamps within **REAL ESTATE** as recommended by the Traffic Engineer in accordance with the Street Lighting Plan, Exhibit "B". Harp light poles and fixtures shall be used. The use of wood poles for lighting is prohibited.

H. Public Street Signs, Regulatory Signs, Traffic Signals

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

2. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of materials and installation of all regulatory signs required by **CITY** within the **REAL ESTATE**, within thirty (30) days after being billed therefor.

3. **DEVELOPER** shall post a cash assurance with the **CITY** in the amount of $16,500 as the **DEVELOPER'S** contribution toward the future traffic signal and 60th Street improvements at 60th Street and the west frontage road. The cash escrow shall be placed in a special account designated for this purpose. The escrow shall be posted prior to the issuance of each building permit within Phase 1 at a rate of $1,650 per building.

I. Grading

1. **DEVELOPER** shall, at its cost and expense, grade 126th Avenue to within six (6") inches subgrade and submit an "as-built" plan for approval by **CITY** prior to installation of any utilities. All lots shall be graded to within six (6") inches of final grade at the lot lines and the interior of the lots must be graded to drain with no area at less than a 0.50% grade, except for building pads. Stabilization of the interior lot areas by seeding and mulching shall be done within seven (7) days of grading and "as-built" Grading Plan shall be submitted for approval by **CITY** and is subject to verification by **CITY** prior to the issuance of any building permits. **DEVELOPER** shall grade **REAL ESTATE** in conformity with Exhibit "B".

J. Construction Management

1. **DEVELOPER** shall obtain permits and comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code". Stockpiles of topsoil shall be identified on Grading Plan and shall be removed prior to the issuance of any Final Occupancy permits.

2. **CITY** and/or **UTILITY** shall provide engineering and inspection services during the installation of water, sanitary sewer, storm sewer, drainage, paving and sidewalk construction for adherence to approved plans and specifications. The cost of the inspection shall be billed to **DEVELOPER** who shall pay the bill within thirty (30) days of receipt. This inspection shall not relieve **DEVELOPER, DEVELOPER'S** engineer, or **DEVELOPER'S** contractor from their responsibility to install the infrastructure to proper horizontal and vertical alignment as shown on the approved plans or from providing "as-built" plans. Any and all testing services deemed necessary by **CITY** and/or **UTILITY** shall be performed by and paid for by **DEVELOPER**.

3. **UTILITY** reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the completion of the sanitary sewer and water work covered under this **AGREEMENT**. **DEVELOPER** shall reimburse **UTILITY** for all costs for outside testing services.

4. **DEVELOPER** shall complete a tv inspection of the completed sanitary sewer system. The tv inspection shall be performed by an inspection service acceptable to the **UTILITY**. Video tapes and written logs of all sewer inspections shall be submitted to **UTILITY** for review. Any repairs or cleaning identified by the tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

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

5. **CITY** reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the proper completion of the work under all sections of the **AGREEMENT**. **DEVELOPER** shall reimburse **CITY** for all costs for outside testing services.

6. **DEVELOPER** shall complete a tv inspection of the completed storm sewer system. The tv inspection shall be performed by an inspection service acceptable to the **CITY**. Video tapes and written logs of all sewer inspections shall be submitted to **CITY** for review. Any repairs or cleaning identified by the tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

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

7. **DEVELOPER** shall abandon any wells on **REAL ESTATE** per Wisconsin Department of Natural Resources requirements Chapter NR 112, Wisconsin Administrative Code and Section 32.09 of the City Code of General Ordinances. **DEVELOPER** shall provide a copy of any completed well abandonment form to **UTILITY.**

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

9. Construction of public improvements can commence only upon written authorization of **CITY** and **UTILITY**, which authorization shall not be unreasonably withheld. **DEVELOPER** shall hold a pre-construction meeting which shall be attended by **CITY**, **UTILITY**, contractor and consultants' inspector.

10. At the time a preliminary grading or mass grading erosion control permit is issued, the **DEVELOPER** shall post a cash assurance with the **CITY** in the amount of Five Thousand ($5,000) Dollars to guarantee that the conditions of the erosion control permit and Chapter XXXIII of the Code of General Ordinances are being followed as they relate to maintaining the public right-of-way and storm sewer system. The cash assurance shall be used if the **CITY** determines that the **DEVELOPER** or his/her contractor have not kept the right-of-ways clean from mudtracking, if there is damage to the stormwater drainage improvements, or if erosion and sediment controls are not being maintained. If the cash assurance is depleted prior to completion of the project, the **DEVELOPER** shall post another cash assurance in the same amount. The cash assurance shall be refunded to the **DEVELOPER** once all streets and stormwater drainage improvements are accepted by the **CITY**.

11. The finished or final yard elevation and slope around the perimeter of the entire site area, shall be final graded, finished with topsoil and seeded or sodded to required elevations as shown on the approved building permit plat of survey as submitted at the time of the building permit issuance. A copy of survey, prepared by a Wisconsin registered land surveyor of Wisconsin licensed professional engineer shall be submitted to the **CITY** showing proposed elevations as approved by the **CITY**, and actual final elevations in the following locations:
    a. At the property corners and all corners of the structures; and
    b. 2) at twenty-five (25') foot intervals along each property line.

12. Construction access to the site shall be off of 60th Street at the future 126th Avenue. The construction access shall be installed and maintained per City requirements. **DEVELOPER** shall be responsible for all required permits from Kenosha County for the access.

II. DEDICATION AND ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS

A. Subject to all other provisions of **AGREEMENT** and the exhibits hereto attached, **DEVELOPER** shall, without charge to **CITY** or **UTILITY** upon completion of all of the above described improvements located in public areas, unconditionally give, grant, convey and fully dedicate same to **CITY** and **UTILITY**, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumerations, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, **CITY** and **UTILITY** shall have the right to connect or integrate same into their related facilities as **CITY** and **UTILITY** shall determine, with no payment to, award of damages, or consent of **DEVELOPER**. Dedication shall not constitute acceptance of any improvement by **CITY** or **UTILITY**. All improvements will be accepted by **CITY** or **UTILITY** in writing in the manner herein set forth, where in conformance with **AGREEMENT**. **DEVELOPER** shall be responsible for the maintenance and snow plowing of any streets constructed within **REAL ESTATE** until said streets are formally accepted by **CITY** as specified in this **AGREEMENT**.

B. Prior to execution by **CITY** of the **AGREEMENT**, **DEVELOPER** shall deposit with the Clerk-Treasurer of **CITY** an assurance for completion of all improvements therein, in an amount established by the City Engineer and **UTILITY** General Manager that will reasonably compensate **CITY** and **UTILITY** for their cost of completion of any improvements not timely completed by **DEVELOPER** in accordance with plans and specifications.

C. If and to the extent that **DEVELOPER** shall properly complete portions of improvements for which it shall have deposited an assurance with the Clerk-Treasurer of **CITY** or **UTILITY**, then, upon request of **DEVELOPER**, the Clerk-Treasurer of **CITY** or **UTILITY** shall, upon recommendation of City Engineer or General Manager of **UTILITY**, accordingly reduce the amount of the assurance required in proportion to the work completed. Prior to the release of any amount of the assurance, **DEVELOPER** shall submit to **CITY** and **UTILITY** a waiver of lien from all contractors and subcontractors.

D. The form of the assurance required hereby is a cash assurance or an Irrevocable Letter of Credit which must be approved by the City Attorney as protecting **CITY** and **UTILITY** and providing access to funds to timely complete required improvements in accordance with approved plans and specifications. Should assurance funds be insufficient, **CITY** and **UTILITY** may perform required work at the cost and expense of the **DEVELOPER** and specially assess benefited **REAL ESTATE** therefor, if **DEVELOPER** has not timely paid for said improvements. If required improvements have not been completed within the term of a Letter of Credit and the Letter of Credit is about to expire and has not been renewed, **CITY** and **UTILITY** may draw upon the Letter of Credit to assure funds are available for completion of required improvements.

III. MISCELLANEOUS REQUIREMENTS

A. Survey Monuments

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

B. Impact Fees

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

C. Grade

1. **DEVELOPER** shall furnish **CITY** with final Engineering Plans on reproducible mylar, and digital format, a final Grading Plan indicating the street grade in front of each lot and the recommended basement floor grade and finished yard grade at building, elevation of sidewalks, elevation of finished yard grade at building and property lines, elevation of swales (if required), and elevation of top of foundation wall (8 inches above finished grade) prior to the construction of any improvement in the area thereof.

D. Notice of Installation and Construction of Public Improvements

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

E. Assurance

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

F. Future Developments

1. No construction permits shall be issued for future phases of development within **REAL ESTATE** until **DEVELOPER:**
   a. Obtains all applicable approvals and permits.
   b. Reconstructs 126th Avenue to public street standards and dedicates 126th Avenue to **CITY.**
   c. Constructs and dedicates an additional public street access for Phase 1. The additional public street access shall be constructed prior to reconstructing 126th Avenue to assure adequate unobstructed access to Phase 1 at all times.

IV. GUARANTEE OF STREETS, SIDEWALKS AND UTILITIES

A. **DEVELOPER** shall guarantee the street, sidewalk, and all utility improvements required herein against defects due to faulty materials or workmanship of which it is notified in writing within a period of one (1) year from the date of acceptance of any improvement by the Common Council or Board of Water Commissioners. **DEVELOPER** shall perform and pay for any required repairs. **UTILITY** may elect to complete repairs to sanitary sewer and water system if **UTILITY** deems necessary. **DEVELOPER** shall pay **UTILITY** for said repairs at **UTILITY'S** time and material rates.

B. In order to assure compliance with said guarantee, **DEVELOPER** shall deposit with **CITY** a cash bond, letter of credit, or other assurance in an amount determined sufficient by **CITY** and **UTILITY** to support guarantee.

C. **DEVELOPER** shall assume responsibility for any settlement of fill material that may occur in any utility trenches in any right-of-way or easement not under street pavement or sidewalk for a period of one (1) year from the date of the last acceptance by **CITY** or **UTILITY** of any **UTILITY** improvement located in such portion of **REAL ESTATE**.

V. CITY'S RESPONSIBILITIES

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

VI. CONSTRUCTION AND FINANCE

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

B. Following execution of **AGREEMENT** by all parties and after obtaining approval from **CITY** and **UTILITY**, **DEVELOPER** may perform rough grading work on any portion of **REAL ESTATE**, subject to the requirements of Chapter XXXIII of the City Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code," and upon approval of a drainage plan and all required exhibits by **CITY** and posting of all required assurances and execution of this agreement by all parties and obtaining all required permits.

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

VII. MISCELLANEOUS

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

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

If to CITY:

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

with copies to:	Mayor and City Attorney Municipal Building 625 52nd Street Kenosha, WI 53140
If to UTILITY:	General Manager Kenosha Water Utility 4401 Green Bay Road Kenosha, WI 53144
with a copy to:	City Attorney (see address above)
If to DEVELOPER:	JH Bristol, LLC c/o Jon Greco PO Box 1777 Kenosha, WI 53141

C. Any party hereto may, in law or in equity, by suit, action, or mandamus, or other proceedings, including specific performance, enforce or compel the performance of **AGREEMENT**.

D. If any provision, covenant, or portion of **AGREEMENT** or its application to any person, entity or property is held invalid or unenforceable by a Court of Law or Equity, such status shall not affect the application or validity or other provisions covenants, or portions of **AGREEMENT** which can be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of **AGREEMENT** are declared to be severable.

E. It is understood and agreed by the parties hereto that time is of the essence with respect to the provisions of **AGREEMENT** specifying dates and deadlines and the parties agree to expeditiously comply therewith.

F. Copies of all exhibits described herein are appended hereto and are by reference incorporated herein.

VIII. AMENDMENTS

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

IX. AUTHORIZATION

A. **DEVELOPER** enters into this **AGREEMENT** by authority of action taken by the partnership on the _____ day of _____, 2009.

B. **CITY** enters into this **AGREEMENT** by authority of action taken by its Common Council on the _____ day of _____, 2009.

C. **UTILITY** enters into this **AGREEMENT** by authority of action taken by its Board on the day of _____, 2009.

X. EXHIBITS

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

Exhibit A: Legal Description
Exhibit B: Conditional Use Permit Plans

XI. EXECUTION

This **AGREEMENT** is executed as follows:

A. By **DEVELOPER** on the _____ day of _____, 2009.

_____
Jon Greco, Owner
JH Bristol, LLC

_____
Harold Dennison, Owner
JH Bristol, LLC

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, the above-named *Jon Greco and Harold Dennison,* to me known to be the persons who executed the foregoing instrument and acknowledge same.

_____
Notary Public, _____
My Commission Is/Expires:_____

B. By **CITY** on the _____ day of _____, 2009.

_____
Keith G. Bosman, Mayor

_____
Michael Higgins, City Clerk-Treasurer

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009 the above-named *Keith G. Bosman and Michael Higgins*, to me known to be the persons who executed the foregoing instrument and acknowledge same.

_____
Notary Public, _____
My Commission Is/Expires:_____

C. By **UTILITY** on the _____ day of _____, 2009.

_____
Edward St. Peter
General Manager

_____
Don Holland
Board of Water Commissioners Chairman

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

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

_____
Notary Public, _____
My Commission Is/Expires:_____

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

Exhibit B Conditional Use Permit Plans

C-4

VOTE SHEET	Kenosha City Plan Commission	Meeting of August 6, 2009	

Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue, District #17. (Greco Investments)

ACTION TAKEN	***AYES***	***NOES***
APPROVE	9	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***DATE***	***COPIES***
COMMON COUNCIL	8/17/09	20 & 1
FINANCE		
LEGAL		
PUBLIC WORKS	8/10/09	1
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		
PUBLIC NOTICE		

Rich Schroeder
Assistant City Planner

1CPC/2009/Aug6/action-deed-greco

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	August 6, 2009	Item 9

Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue, District #17. (Greco Investments)

LOCATION/SURROUNDINGS:

Site: 60th Street, approximately 300 feet east of the future 126th Avenue

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- As part of the Hawk's Ridge Apartments development, Kenosha County has requested a dedication of additional right-of-way from 60th Street (CTH K) to benefit this development as well as the future Kenosha Town Center project.
- The area to be dedicated is a triangular piece measuring about 7,135 square feet.

RECOMMENDATION:

A recommendation is made to approve the Warranty Deed.

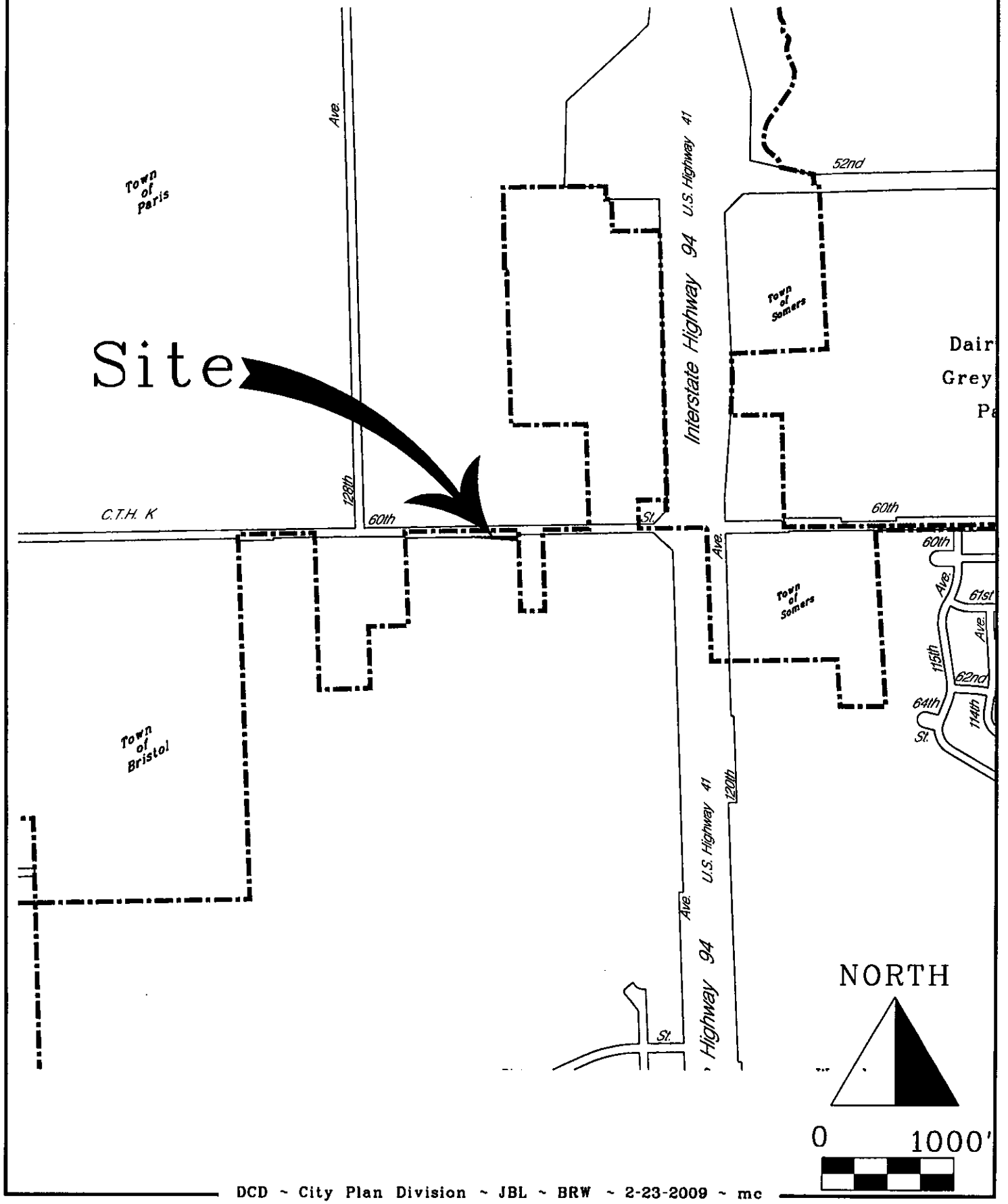
B. Rho

Brian R. Wilke, Development Coordinator
1CPC/2009/Aug6/fact-deed-greco

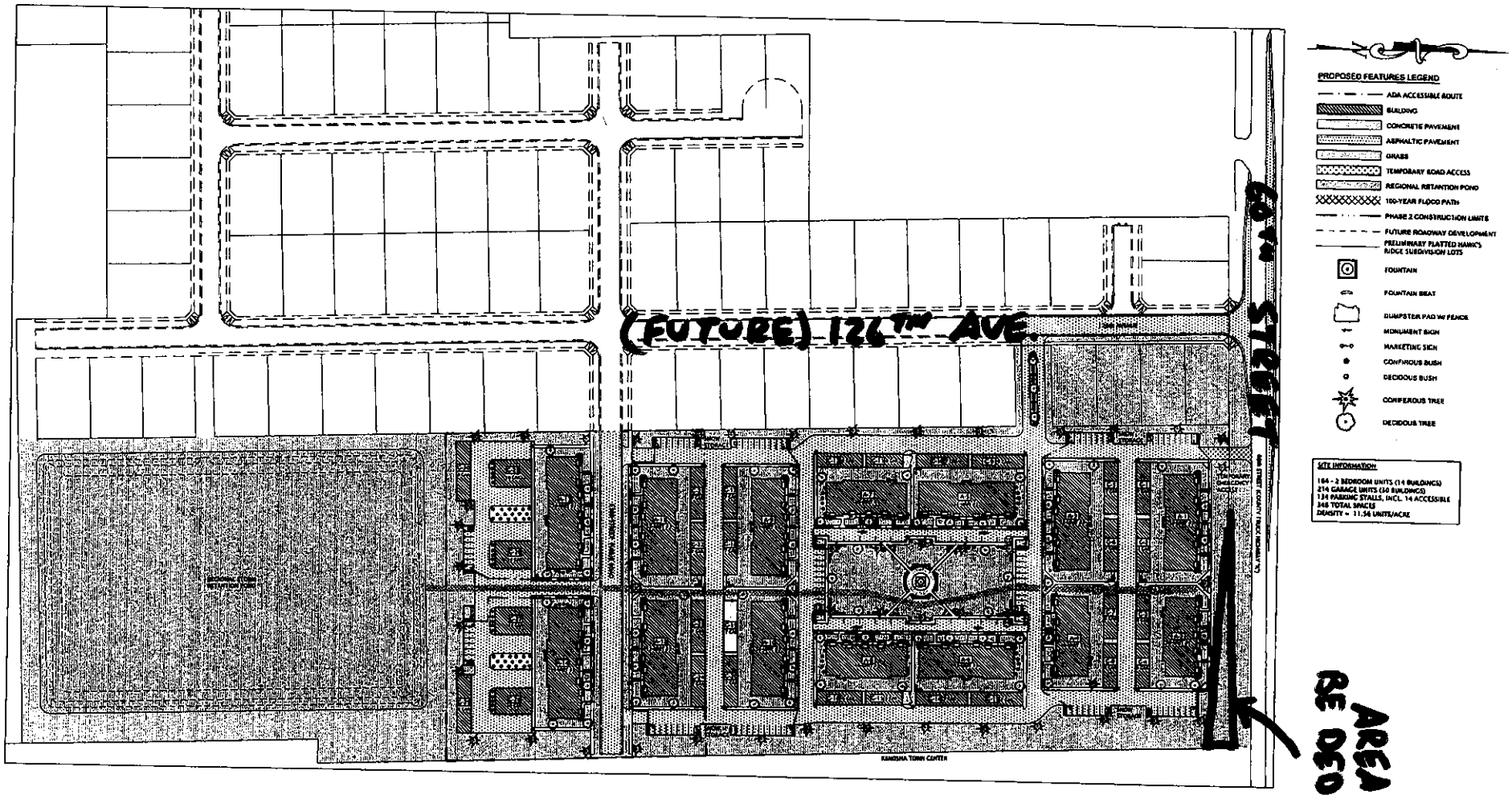
Jeffrey B. Labahn, Director of City Development

City of Kenosha

Vicinity Map
60th Street R.O.W. Dedication



DCD ~ City Plan Division ~ JBL ~ BRW ~ 2-23-2009 ~ mc



Site Plan

Hawk's Ridge

A Quality Residential Neighborhood

TGAR GROUP, Inc.

BSB

bondy studio | architectural illustration

Site Plan

JH Bristol, LLC PO Box 1777 Kenosha, WI. 53141 T: 262-857-8000 F: 262-857-8021 www.aldllc.com

State Bar of Wisconsin Form 1-2003

WARRANTY DEED

Exempt 2r

Document Number | Document Name

THIS DEED is made between GRECO INVESTMENTS, LLC, a Wisconsin limited liability company, and DENNISON REAL ESTATE, L.L.C., a Wisconsin limited liability company ("Grantor," whether one or more), and CITY OF KENOSHA, a Wisconsin municipal corporation

("Grantee," whether one or more).

Grantor does hereby dedicate, convey, reserve and transfer to Grantee the following described real estate, together with the rents, profits fixtures and other appurtenant interests, in Kenosha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2563, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 SECTION; THENCE NORTH 89°15'31" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 SECTION 772.62 FEET TO A POINT; THENCE SOUTH 00°44'29" EAST AND AT RIGHT ANGLES TO SAID SECTION LINE 50.00 FEET TO A POINT ON THE SOUTH LINE OF 60TH STREET AS DEDICATED IN CERTIFIED SURVEY MAP NO. 2563 AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 89°15'31" EAST ALONG SAID SOUTH LINE 386.36 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 02°05'48" EAST ALONG SAID EAST LINE 36.95 FEET TO A POINT; THENCE NORTH 85°17'34" WEST 388.99 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 7,135 SQUARE FEET.

Recording Area

Name and Return Address

John M. Wirth
Mallery & Zimmerman, S.C.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

03-121-01-103-002

Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except those matters of record.

Dated February 23, 2009

GRECO INVESTMENTS, LLC

Jon C. Greco (SEAL)

* Jon C. Greco, Managing Member

(SEAL)

*

DENNISON REAL ESTATE, L.L.C.

Harold C. Dennison (SEAL)

* Harold C. Dennison, Managing Member

(SEAL)

*

AUTHENTICATION

Signature(s) Jon C. Greco
Harold C. Dennison

authenticated on 3-18-2009

John P. Hurtz

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY)

Personally came before me on
the above-named Jon C. Greco, as Managing Member of Greco Investments, LLC, and Harold C. Dennison, as Managing Member of Dennison Real Estate, L.L.C.,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (is permanent) (expires:)

THIS INSTRUMENT DRAFTED BY:

Michael A. Marx
Mallery & Zimmerman, S.C.

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

* Type name below signatures.

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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

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

TO: G. John Ruffolo, Chairman
Public Works Committee

FROM: Jan Schroeder

SUBJ: INFORMATIONAL ITEM: Yardwaste Biodegradable Bag Coupon

DATE: 8/10/2009

In 2004, the City of Kenosha Department of Public Works required the use of biodegradable bags for curbside yardwaste collection. Along with being environmental friendly, the use of biodegradable bags reduced annual operational costs by approximately $225,000. At that time, the bag that met the requirements of the WDNR for composting was the BioSolo bag. The BioSolo bag also met the store shelf-life and curbside requirements imposed by the City. The BioSolo bag and the BagToNature bag, made by the same company, are currently accepted for City of Kenosha curbside collection and for disposal at the Yardwaste Drop-off site.

The goal of Public Works was to continually seek out other biodegradable bags that met these requirements so that city residents would have more than one option for a curbside yardwaste bag. Besides meeting state and city criteria, city staff sought out bags that were cost competitive. Since 2004, the City carried out several pilot projects testing other biodegradable bags, and although two other biodegradable bags met city criteria, the bag companies failed to bring their product to Kenosha stores.

City staff has recently been informed that two companies, whose bags met both WDNR and city criteria, are interested in be bringing the bags to Kenosha stores. In planning for the addition of new biodegradable bags, to encourage the composting of yardwaste, and to help off-set the cost of biodegradable bags, Public Works will offer a $2 coupon to be used on any box of city-approved biodegradable bags.

Following research into three coupon vending companies, city staff found a coupon vendor that can start this program with the city almost immediately. Mandlik and Rhodes Information Systems, of Barrington, Illinois, submitted a draft of an agreement for your review by the Public Works Committee (attached). The agreement involves a one time client set-up fee, a per month charge *(based upon the estimated number of boxes of BioSolo bags purchased in Kenosha in 2008: 34,000)* and a coupon set-up charge. The City would also be responsible for paying the standard per coupon retailer incentive charge ($.08/coupon) and coupon printing costs.

It is the intention of city staff to begin outreach to local stores to explain the City of Kenosha Yardwaste Coupon, once the agreement with Mandlik and Rhodes is formalized.

DRAFT

Mandlik and Rhodes Information Systems, Inc.
Coupon Redemption Processing Agreement

This Redemption Processing Agreement (this "Agreement") is made this day of _____, 2009, by **City of Kenosha,** with offices **at 625 52nd St., Kenosha WI 53140** (hereinafter the "Client"), and **Mandlik and Rhodes Information Systems, Inc.,** an **Illinois** corporation with principal offices at **127** E. **Main St., Suite #W, Barrington, Illinois 60010** (hereinafter "MRIS"). MRIS and the Client agree as follows:

A. MRIS agrees to provide the following services to the Client listed below upon Client's execution of the Agreement:

1. MRIS shall provide the Client with a "ship to" address for the Client's coupons. MRIS shall reimburse retailers and clearinghouses, on Client's behalf, for coupon redemption values as well as postage and transportation costs and handling fees in shipping client's coupons to said "ship to" address, in each case consistent with the terms printed on the respective coupons, provided that funds for said costs have been properly deposited as required under Section B, paragraph 4 below.

2. Unless the Client specifies otherwise, MRIS shall utilize a process of 100% coupon entry, segregated by retailer, to determine the count for all coupons received. The Client may specify in writing that all store tag overages or store tag overages for certain accounts not be paid.

3. MRIS shall furnish on-line access to the PARIS Internet system reporting all aspects of the coupon redemption transaction. Upon termination of this Agreement, MRIS shall provide the client, on CD-ROM in a format specified by MRIS, the following data:

   Offer master file data with monthly redemption for up to three (3) years of redemption. This file data shall include offer description; distribution quantity, date of distribution, expiration date, distribution method and up to 36 months of redemption history for each Client offer code.

4. MRIS shall identify to the Client areas where misredemption (including, but not limited to, gang cut mint condition, wrinkled condition and expired coupons) appears to be a problem and shall furnish the Client with all details thereof.

5. MRIS shall use the customary and reasonable methods and procedures to verify the existence of those who submit the Client's coupons for payment as a bona fide retailer operation before releasing payment to the retailers.

6. MRIS warrants that it shall conduct all activities pursuant to this Agreement

DRAFT

in a professional and ethical manner, in accordance with industry best practices, Client's written instructions, and all applicable laws and regulations.

7. MRIS shall notify the Client of actual reimbursement to be made to retailers each week, at least one day in advance of such payments, to insure that sufficient funds will be transferred to MRIS to cover such payments. MRIS will make available on-line a Pre-Payment Register Report showing the amounts to be paid to each individual retailer/clearinghouse.

8. MRIS shall prepare reimbursement drafts payable to retailers and clearinghouses who have submitted valid coupons for redemption together with a written explanation of any adjustments utilizing the Joint Industry Guidelines and denial codes.

9. MRIS shall release reimbursement drafts to retailers and clearinghouses submitting valid coupons; provided that the Client's funds required for such disbursements under Section B, paragraph 4 below have been received.

10. MRIS shall retain all coupons valid coupons received for not less than sixty days. After sixty days MRIS shall destroy all valid coupons properly redeemed. Suspect coupons (including but not limited to gang cut, mint condition, expired and wrinkled condition) shall be retained for up to one year at the direction of the Client, subject to Section C below.

11. MRIS shall respond to all correspondence relating to coupon promotions from retailers or others addressed to the Client and directed to MRIS in a prompt and courteous manner designed to maintain goodwill for the Client. All such correspondence shall be retained for one year following its date, and shall be made available to Client during such period upon Client's request. This information will also be available to the client through access to MRIS on-line retailer inquiries. MRIS will immediately forward any unrelated correspondence to the Client.

12. MRIS agrees to maintain the confidentiality of, and not disclose to any third party for any reason, the Client's marketing, future coupon promotion activity, specific coupon redemption performance information, or any other non-public or proprietary information regarding Client that MRIS may become aware of through the provision of services to Client hereunder. This confidentiality obligation shall survive the termination or expiration of this Agreement. In the event MRIS is subject to legal or regulatory process requiring disclosure of any such information, MRIS shall promptly notify Client and cooperate in seeking to contest or limit such disclosure requirement as permitted by applicable law or regulation.

13. MRIS will provide prompt customer service to the Client utilizing data obtained from on-line computerized system. Retailer payment data will be maintained by MRIS for the current month from date of payment, plus up to

36 months On-line. Monthly redemption counts by coupon will be maintained as long as the client is with MRIS if desired, and, upon termination, delivered to Client together with the data package as set forth in paragraph A.3. above.

14. MRIS currently maintains a comprehensive dishonest, disappearance and destruction policy in the amount of $100,000. MRIS agrees to maintain such coverage in full force and effect, in amounts no less than those indicated above, with a reputable insurance company, throughout the term of this Agreement. MRIS shall supply Client with a certificate of insurance evidencing such coverage if requested.

15. In order to perform the services required hereunder, MRIS will provide the Client access to MRIS' on-line computer system, PARIS Internet. During the term of this Agreement, MRIS will provide the Client access for no additional charge to the client. Upon termination of this Agreement, Client shall have the right, exercisable in its sole discretion by delivery of notice to MRIS on or before the date of termination hereof, to continue having access to the MRIS PARIS Internet System, such right to continue for so long as MRIS continues to use the MRIS PARIS Internet System in connection with its general operations. If Client exercises such right, it shall pay MRIS $500 per month (payable in advance on the first day of each month) in exchange for such access the MRIS PARIS Internet System. Client acknowledges that use of the MRIS PARIS Internet System will permit Client to have access to proprietary information of MRIS. The parties agree that any and all information revealed by use of access to the MRIS PARIS Internet System (including, without limitation, information related to the function, formatting, programming and software of the MRIS PARIS Internet System itself, as well as the operations of MRIS or its products, services, sales or business) is unique, valuable, confidential and proprietary information of MRIS (the "Confidential Information"). Client agrees to maintain in confidence, and to require its officers, employees and agents to maintain in confidence, all Confidential Information of MRIS. Client further agrees that it will not use for its own benefit, reveal to any third party, reproduce in written form, or permit the use by, revelation to any third party or reproduction in written form, any Confidential Information. Notwithstanding the foregoing provisions, the parties agree that the following shall not constitute Confidential Information of MRIS: (i) any data related to Client, including factual data retrieved through the MRIS PARIS Internet System with respect to actual coupon redemption transactions of Client; (ii) information which is generally available to the public; (iii) information which becomes available to the public through no fault of Client; and (iv) information which became available to Client on a non-confidential basis from a source other than MRIS or the PARIS Internet System.

B. The Client agrees to provide the following information and abide by the following terms of the Agreement:

1. The Client will enter into PARIS via the PARIS Internet Offer Entry module each coupon offer to be distributed by the Client at the earliest practical date. The client will follow industry guidelines for coupon bar codes and artwork.

2. The Client shall honor all coupons submitted by retailers and clearinghouses to MRIS for a maximum of one hundred and twenty (120) days after the final expiration date of the coupon promotion as printed on the coupon.

3. Full Processing Fee for Client is $37.50 per thousand coupons submitted. The billing is based on the actual coupons counted by MRIS. Client is billed at the end of each month. In any month, if the monthly Full Processing Fee is less than $350 then the monthly minimum of $350 will be billed. The client will also pay $150 per new offer code as offer set up fee. Monthly invoices will be due upon receipt and will be subjected to late fees and finance charges . In addition, Client will pay a one-time set-up fee of $1500 upon signing of this agreement and prior to MRIS accepting any of Client's coupon submissions (reduced from our normal charge of $2000).

4. The Client shall pay to MRIS amounts needed: (i) to cover the reimbursement drafts payable to retailers and clearinghouses; (ii) for reimbursement of retailer and clearinghouse handling fees; and (iii) for postage and transportation costs (as defined in section A, paragraph 1). In addition, client agrees to pay $0.50 per check cut to retailers plus actual postage. Client agrees to transfer such funds via Automatic Clearing House (ACH) to MRIS's bank. MRIS will not mail checks to the retailers/clearinghouses prior to the funds being deposited. Client agrees to deposit funds within three (3) business days of receiving notification of payment amount and availability of on-line Prepayment Register. MRIS will print checks and mail to the retailers/clearinghouse only after it receives funds from Client.

5. Non-payment of Monthly invoices and/or pass through invoices may result in immediate termination of services at the discretion of MRIS. In the event the client declares bankruptcy, files for assignment for the benefit of the creditors or files chapter 11 or chapter 7 bankruptcy reorganization, MRIS reserves rights to terminate services immediately.

6. Client shall indemnify, defend and hold MRIS harmless against any and all third-party claims, actions, demands, suits, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in any way related to Client's coupons or Client's breach of this Agreement. MRIS shall indemnify, defend and hold Client harmless against any and all third-party claims, actions, demands, suits, judgments, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in any way related to MRIS's breach of this Agreement.

7. The Client shall specify the length of time MRIS shall retain processed but not

paid coupons due to Misredemption up to a maximum of one year.

8. The Client shall have the right, at reasonable intervals, to have the counts, made by MRIS of the Client's coupons verified by any certified public accountant or by the Client's employees. Upon reasonable notice by Client, MRIS shall provide access to such records of MRIS as may be necessary to enable Client or its representatives to perform such verification.

9. If MRIS advises the Client in writing within 90 days, the Client agrees to honor claims for coupons lost or destroyed where the clearinghouse or retailer submits proof reasonably satisfactory to the Client, both of the value of the coupons submitted and of their loss in shipment.

C. The term of this Agreement shall commence as of August 1, 2009, and shall end July 31 2010. Either party may terminate at any time for any reason upon ninety (90) days' written notice.

Upon termination of the Agreement, MRIS shall give written notification to the Client of any and all coupons it retains pursuant to Section A, paragraph 10, above. The Client shall thereafter have ninety (90) days in which to make arrangements to transfer the coupons and payment records to its custody. After ninety (90) days, MRIS may destroy any coupons and payment records of the Client it may have retained.

D. This Agreement shall be governed by the following provisions:

1. This agreement shall become effective upon acceptance by MRIS and shall remain in full force and effect until termination as defined in Section C above.

2. This Agreement shall be deemed to be executed in Barrington, Cook County, Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois.

3. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior agreements, written or oral, with respect to the subject matter hereof.

4. This Agreement may be amended or modified only by means of a written document signed by both parties and specifically referring to this Agreement.

5. Failure of either party to enforce a specific provision of this Agreement shall not be construed as a general relinquishment or a waiver of that provision or of any other provision of the Agreement.

6. Each provision of this Agreement is severable and the fact that a provision of

this Agreement may be found to be unenforceable shall not affect the enforceability of the remaining provisions, conditions or terms of the Agreement.

7. MRIS shall act as an independent contractor in the performance of the services provided for herein and nothing herein shall be construed to create the relationship of principal and agent, master and servant, or a partnership or a joint venture between MRIS and Client. MRIS is not the agent of Client and is not authorized to enter into any agreements binding upon Client in any way.

8. Anything in this Agreement to the contrary notwithstanding, the parties shall not be required to comply with the terms of this Agreement if precluded from doing so by act of God, strike, lockout, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, explosion, or governmental restraint ("force majeure") which, despite the exercise of that party's best efforts, makes it impossible to perform the respective party's obligations. In all cases of force majeure, MRIS shall give prompt written notice to the Client with respect thereto and (i) in the case of coupons destroyed as a result of force majeure shall proceed to pay amounts claimed with respect thereto by verified retailers in the absence of written instructions to the contrary from the Client, and (ii) with respect to any delay in processing or counting coupons occasioned by force majeure, shall use its best efforts to remove the effects of the force majeure as quickly as possible and shall otherwise proceed as MRIS shall be reasonably instructed by the Client in writing.

9. Any and all notices required by this Agreement shall be given in writing, by registered mail, return receipt requested, or by nationally recognized overnight courier service, effective upon the date of delivery with signature receipt to the other party. Such notice shall be sent to each party at its address set forth in the introductory paragraph, or such other notice address as such party shall furnish the other pursuant to this section, and if to Client.

10. This Agreement may not be assigned by MRIS without the prior written consent of Client.

IN WITNESS WHEREOF, the parties have signed the Agreement as of the date of the signature of the party last signing.

Mandlik & Rhodes Information Systems, Inc.	**CityOf Kenosha**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

2009 City Approved Biodegradable Yardwaste Bag Retailers

DG Do It Best Hardware
4523 75th Street

Hillside True Value
4614 52nd Street

Parkside True Value
1735 22nd Avenue

Spiegelhoff's SuperValu
3401 80th Street

Woodman's
7145 120th Avenue

CVS Pharmacy
3726 22nd Avenue / 2207 80th Street

K-Mart
4100 52nd Street

Piggly Wiggly
2215 80th Street

Walmart
4404 52nd Street

Pick N Save
2811 18th Street / 4914 75th Street
1901 63rd Street

(10)

RETAILERS

Shopko
5300 52nd Street
658-8099

ALDI
6404 75th Street

Walgreens
1810 30th Avenue
551-8812

5711 6th Avenue
654-8616

3805 80th Street
694-0750

7335 Green Bay Rd
697-8927

3820 52nd Street
652-9965

7520 118th Avenue
857-9484

14

Target
9777 76th Street
842-1170

Save A Lot
4216 52nd Street
605-0858

A & B Pro Hardware
6306 22nd Avenue
658-3142

Menards
7330 74th Place
697-1999

Lowe's
6500 Green Bay Rd
652-2785

Stein Gardens & Gifts
6300 Green Bay Rd
605-0280

August 6, 2009

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

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

SUBJECT: Project Status Report

Project #06-1021 75th Street from 38th Avenue to 7th Avenue – [LaLonde] State Project. Work is in progress. Portion between Sheridan Road and 7th Avenue will open to traffic very soon. (3, 12, 13)

Project #07-1110 Storm Water Utility – Staff is continuing to deal with issues resulting from the June 19 storm. Continuing plan review activities. Crews are repairing catch basins and installing drainage improvements. (Citywide)

Project #09-1208 Sidewalk and Curb and Gutter Repair – [Mann Bros.] Work is in progress. (Citywide)

Project #08-1015 New Road Construction – KAT Subdivision – [Reesman's] Work is complete. (10)

Project #08-1017 – Street Reconstruction Phase I (38th Street from !-94 to CTH S) – [LaLonde] Paving work will commence soon. Storm sewer work is in progress. (16)

Project #09-1120 – 3500 Block 39th Avenue Detention Basin Renovation – [Mann Bros.] Contract has been awarded, and work will start soon. (10)

Projectc#091410 – Pool Drains and Heaters – Staff is continuing to develop plans and specifications for compliance with new federal mandates. (6, 9)

Project #09-1443 and 08-1443 – Bike Path Extensions – Project is in design. (16)

Project #09-2013 – Harbor Dredging – [McMullen and Pitz] Work is complete. (2)

Project #09-1012 – Resurfacing Phase I – [Payne & Dolan] Work is in progress. (7)

Project #09-1015 – Resurfacing Phase II – [Cicchini] Work is in progress. (3, 5, 8, 13)

Project #09-1023 – Miscellaneous Joint Repairs – [Payne & Dolan] Work is complete. (2, 3, 7, 8, 10)

Project #09-1022 – West Frontage Road at CTH K (60th Street) – [Super Western] Work will start next week. (17)

Project #09-1016 - Resurfacing Phase III [Cicchini] – Project is awarded, and work will start in a few weeks. (6, 8, 13, 14)

Project #09-10[illegible] – Reurfacing Phase IV [Cicchini] – Bids were opened this week.

Project #09-1019 – Crackfilling [Fahrner Asphalt Sealers] – Project is awarded. (Citywide)

Design Work – Staff is working the following projects:

39th Avenue from 27th Street to 18th Street with assistance from SHE
38th Street Bridge and Phase II with assistance from Clark Dietz
West side I-94 Frontage Road with assistance from RA Smith National
30th Avenue from 80h Street to 89th Street with assistance (consultant will be Baxter Woodman)
14th Avenue from 25th Street to 31st Street

PRIVATE DEVELOPER WORK