

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, SEPTEMBER 13, 2010
ROOM 204
4:30 P.M.**

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

**Patrick Juliana
Jan Michalski
Ray Misner**

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on August 30, 2010 and special meeting held on September 8, 2010.

C. REFERRED TO COMMITTEE

- C-1 Resolution for special assessments for hazardous walk and driveway approach repair only for Project 10-1012 Resurfacing Phase I (33rd Avenue – 75th Street to Roosevelt Rd, 40th Avenue – 65th Street to Taft Rd, 45th Avenue – 87th Place to 86th Street, 38th Avenue – 73rd Street to 71st Street) in the total amount of \$10,822.59 to be levied against the respective parcels of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha. **(Districts 12, 13, 14, 15)** *(also referred to Finance Committee)*
- C-2 Resolution for special assessments for hazardous walk and driveway approach repair only for Project 10-1015 Resurfacing Phase II (43rd Street - 17th Avenue to 22nd Avenue, 55th Street - 49th Avenue to 51st Avenue) in the total amount of \$8,560.11 to be levied against the respective parcels of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha. **(Districts 6 & 16)** *(also referred to Finance Committee)*
- C-3 Easement Agreement for the 39th Avenue Right-of-Way Project at 3905 24th Street. (James & Dortha Childers) **(District 5)**
- C-4 Permanent Limited Easement for storm water drainage at 1338 20th Avenue. (Kent & Angela Morton) **(District 1)**
- C-5 A Mutual Agreement and Release by and between RBC Real Estate Finance, Inc., and the Kenosha Water Utility and the City of Kenosha regarding Strawberry Creek property. **(District 17)** *(City Plan Commission approved 6:0)*
- C-6 Letter of Credit Termination Agreement for Property located in Strawberry Creek . **(District 17)** *(City Plan Commission approved 6:0)*

INFORMATIONAL:

1. Seawall along Harbor
2. 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 -

WEDNESDAY, SEPTEMBER 8, 2010
6:45 P.M.

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

Patrick Juliana
Jan Michalski
Ray Misner

A special meeting of the Public Works Committee was held on Wednesday, September 8, 2010 in Room 200 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Steve Bostrom, Jan Michalski and Ray Misner. Vice Chairman Anthony Nudo and Patrick Juliana were excused. The meeting was called to order at 6:46 PM. Staff member in attendance was Ron Bursek.

C-1 Proposed Ordinance To Add the Following Language to the Title of Section 1.06 Regarding "City Boards and Commissions"; to Repeal and Recreate Section 29.03.3 Paragraph 2 Regarding "Financial Disclosure"; to Repeal and Recreate Section 29.04. and 29.04.2 (of the Code of General Ordinances) Regarding "Time for Filing".

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

ADJOURNMENT - There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:50 pm.

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, AUGUST 30, 2010
4:30 P.M.

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

Patrick Juliana
Jan Michalski
Ray Misner

The regular meeting of the Public Works Committee was held on Monday, August 30, 2010 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Steve Bostrom, Patrick Juliana, and Jan Michalski. Vice Chairman Anthony Nudo arrived prior to the reading of item C-1 and Alderman Ray Misner was excused. The meeting was called to order at 4:40 PM. Staff members in attendance were Ron Bursek and Mike Lemens.

A-1 Approval of minutes of special meeting held on August 16, 2010.

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

C-1 Proposed Ordinance to Amend Section 1.03 C. 1. b. of the Code of General Ordinances Regarding "Rules of Council".

It was moved by Alderman Juliana, seconded by Alderman Michalski to approve with ordinance to be sponsored by Public Works Committee. Motion passed 5-0.

C-2 Project 09-1207 Salt Storage Facility (6415 35th Avenue) Approval of Recommendation of City Engineer to reject all bids, and re-advertise the contract.

It was moved by Alderman Juliana, seconded by Alderman Michalski to concur with staff recommendation. Motion passed 5-0.

C-3 Resolutions to Correct Resolutions.

1. 88-10
2. 89-10
3. 90-10

It was moved by Alderman Juliana, seconded by Alderman Bostrom to approve. Motion passed 5-0.

C-4 Acceptance of Project 09-1751 Downtown Parking Lot (56th Street & 5th Avenue) which has been satisfactorily completed by Cicchini Asphalt, LLC, Kenosha, Wisconsin, in the amount of \$132,070.93. **(District 2)**

It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 5-0.

C-5 Resolution to approve a three-lot Certified Survey Map to be located at 6435 Green Bay Road. (T Properties, LLC) **(District 17)** (City Plan Commission approved 9:0)

Eihab Atout, 4630 15th Street, spoke. Jeff Labahn, Director of City Development, was available to answer questions.

It was moved by Alderman Juliana, seconded by Alderman Bostrom to approve. Motion passed 5-0.

- C-6 Proposed Ordinance to Repeal and Recreate Subsection 17.09 F.3 of the Code of General Ordinances Regarding "Lots". *(City Plan Commission approved 9:0)*

It was moved by Alderman Nudo, seconded by Alderman Bostrom to approve. Motion passed 5-0. It was then moved by Alderman Nudo, seconded by Alderman Bostrom to amend ordinance to add maintenance agreement to item c. Motion passed 5-0.

INFORMATIONAL:

1. Snow Plowing in Cul-de-Sacs/Dead End Roads – *Ron Bursek explained procedures for snow plowing in cul-de-sacs and dead end roads.*
2. Status of Tree Contracts – *Jeff Warnock, Park Superintendent, gave an update.*
3. Project 10-2002 Overpass Painting
4. Project Status Report

CITIZEN COMMENTS:

Alderman Ted Ruffalo, 5140 6th Avenue, said there are areas in his district where tree trimming is a safety issue.

ALDERMAN COMMENTS:

Alderman Bostrom said he will not approve a change order for the Overpass Painting project. Alderman Michalski commented on tree issues in the 2nd district. Alderman Juliana said city staff needs to do tree trimming.

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 5:55pm.*

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1012 Resurfacing Phase I (33rd Avenue - 75th Street to Roosevelt Road, 40th Avenue - 65th Street to Taft Road, 45th Avenue - 87th Place to 86th Street, 38th Avenue - 73rd Street to 71st Street) in the total amount of \$10,822.59, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution Nos. 09-10 and 37-10 authorizing such improvements in the street right-of-way.

Adopted this 20th day of September, 2010.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Debra L. Salas, Deputy City Clerk

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER	LOT	11.250	\$50.29
01-122-01-356-013-0			
PROPERTY ADDRESS		4" CONC R-R 11.25SF @ \$4.47 =	\$50.29
MICHAEL & HEIDI BURROW		NUMBER OF SQUARES	
7114 038 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
MICHAEL & HEIDI BURROW	LOT 249 HIGHLAND VIEW SUB
7114 38TH AVE	PT OF SW 1/4 SEC 1 T1 R22
KENOSHA, WI 53142-7120	DOC#1226570
	DOC#1281003

PARCEL NUMBER	LOT	28.300	\$126.50
01-122-01-356-015-0			
PROPERTY ADDRESS		4" CONC R-R 28.30SF @ \$4.47 =	\$126.50
RONALD L JR & VERNA D MARKER		NUMBER OF SQUARES 1	
7106 038 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
RONALD L JR & VERNA D MARKER	LOT 247 HIGHLAND VIEW SUB
7106 38TH AVE	PT OF SW 1/4 SEC 1 T1 R22
KENOSHA, WI 53142-7120	V 1472 P 821
	DOC #981128
	DOC#1213037
	DOC#1334639

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	62.000	\$277.14
01-122-01-357-002-0			
PROPERTY ADDRESS		4" CONC R-R 62.00SF @ \$4.47 =	\$277.14
HENRY KERN		NUMBER OF SQUARES 2	
7107 038 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
HENRY KERN		LOT 185 HIGHLAND VIEW SUB	
7107 38TH AVE		PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53142-7121		V 1431 P 141	
		DOC#1319974	
		DOC#1410857	

PARCEL NUMBER	LOT	10.500	\$46.94
01-122-01-357-004-0			
PROPERTY ADDRESS		4" CONC R-R 10.50SF @ \$4.47 =	\$46.94
TONYA VASSAR		NUMBER OF SQUARES 1	
7115 038 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
TONYA VASSAR		LOT 183 HIGHLAND VIEW SUB	
7115 38TH AVE		PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53142-7121		V 1452 P 734	
		DOC#1070219	
		DOC#1375290	

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 25.000 \$111.75
01-122-01-357-006-0

4" CONC R-R 25.00SF @ \$4.47 = \$111.75
NUMBER OF SQUARES 1

PROPERTY ADDRESS
BRIAN ISENBERG & GELSOMINA ISENBER
7205 038 AV

MAIL TO ADDRESS
BRIAN & GELSOMINA ISENBERG
857 22ND AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 181 HIGHLAND VIEW SUB
PT OF SW 1/4 SEC 1 T1 R22
V1584 P 880
DOC#1260257
DOC#1287830
DOC#1341808
DOC#1435718
DOC#1598521

PARCEL NUMBER LOT 78.800 \$366.88
01-122-01-378-005-0

4" CONC R-R 30.00SF @ \$4.47 = \$134.10
6" DRV APP 48.80SF @ \$4.77 = \$232.78
NUMBER OF SQUARES 1

PROPERTY ADDRESS
ASSOC OF SEVENTH DAY ADVENTIST
3223 ROO RD

MAIL TO ADDRESS
ASSOC OF SEVENTH DAY ADVENTIST
N2561 OLD HWY 16
FALL RIVER, WI 53932

LEGAL DESCRIPTION
LOTS 187 & 188 HC CROOKS
WESTERN SUB BEING PT OF SW 1/4
SEC 1 T1 R 22

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	35.700	\$170.29
01-122-01-378-006-0			
PROPERTY ADDRESS		6" DRV APP 35.70SF @ \$4.77 =	\$170.29
GREGORY I & LOUISE M HUDSON		NUMBER OF SQUARES	
7013 033 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
GREGORY I & LOUISE M HUDSON		LOT 190 H C CROOK'S WESTERN	
7013 33RD AVE		SUB PT SW 1/4 SEC 1 T1 R 22	
KENOSHA, WI 53142		DOC#1035476	
		DOC#1195141	
		DOC#1543496	

PARCEL NUMBER	LOT	20.000	\$89.40
01-122-01-379-009-0			
PROPERTY ADDRESS		4" CONC R-R 20.00SF @ \$4.47 =	\$89.40
JOSE RETANA		NUMBER OF SQUARES 1	
7024 033 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
JOSE RETANA		LOT 183 H C CROOK'S WESTERN SUB	
7024 33RD AVE		PT OF SW 1/4 SEC 1 T 1 R 22	
KENOSHA, WI 53142		ALSO S 1/2 VAC ALLEY RESOLUTION	
		#64-03 DOC#1339601 EXC S 1/2	
		OF ALLEY DOC #1388219	
		(2004 LOT LINE ADJUSTMENT)	
		(2005 LOT LINE ADJUSTMENT)	
		DOC#1500467	
		DOC#1518251	

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 56.300 \$268.55
01-122-01-380-011-0

6" DRV APP 56.30SF @ \$4.77 = \$268.55
NUMBER OF SQUARES

PROPERTY ADDRESS
JONATHON H & KIRSTI L HUNTER
7204 033 AV

MAIL TO ADDRESS
JONATHON H & KIRSTI L HUNTER
7204 33RD AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 176 H C CROOK'S WESTERN
SUB PT SW 1/4 SEC 1 T1 R 22
DOC #988945
DOC#1016449
DOC#1206719
DOC#1436294
DOC#1559916
DOC#1587287

PARCEL NUMBER LOT 62.300 \$297.17
01-122-01-380-012-0

6" DRV APP 62.30SF @ \$4.77 = \$297.17
NUMBER OF SQUARES

PROPERTY ADDRESS
JOY ANN WILSON
7200 033 AV

MAIL TO ADDRESS
JOY ANN WILSON
7200 33RD AVE
KENOSHA, WI 53142-3957

LEGAL DESCRIPTION
LOT 177 H C CROOK'S WESTERN
SUB BEING PT OF SW 1/4 SEC 1
T1 R 22
DOC#1019947

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	58.500	\$279.05
01-122-01-380-015-0			
PROPERTY ADDRESS		6" DRV APP 58.50SF @ \$4.77 =	\$279.05
MARIE WAWIEROWSKI		NUMBER OF SQUARES	
7104 033 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MARIE WAWIEROWSKI		N 39 FT OF LOT 180 & S 2FT OF	
7104 33RD AVE		LOT 181 H C CROOK'S WESTERN	
KENOSHA, WI 53142-3922		SUB PT OF SW 1/4 SEC 1 T 1 R	
		22	
		V 1497 P 487	

PARCEL NUMBER	LOT	66.000	\$314.82
01-122-01-381-003-0			
PROPERTY ADDRESS		6" DRV APP 66.00SF @ \$4.77 =	\$314.82
DONALD E & LINDA M WRIGHT		NUMBER OF SQUARES	
7111 033 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DONALD E & LINDA M WRIGHT		LOT 197 H C CROOK'S WESTERN SUB	
7111 33RD AVE		BEING PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53142-3921		ALSO PT OF W 1/2 VACATED ALLEY	
		RES# 13-97 DOC# 1048589	
		(1998 LOT LINE ADJUSTMENT)	
		DOC#1513551	

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	61.800	\$294.79
01-122-01-381-005-0			
PROPERTY ADDRESS		6" DRV APP	61.80SF @ \$4.77 = \$294.79
GARRY L & GLENDA S WHITTEN		NUMBER OF SQUARES	
7203 033 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
GARRY L & GLENDA S WHITTEN		LOT 199 H C CROOK'S WESTERN SUB	
7203 33RD AVE		BEING PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53142-3958		ALSO PT OF W 1/2 VACATED ALLEY	
		RES# 13-97 DOC# 1048589	
		(1998 LOT LINE ADJUSTMENT)	
		V 1678 P 725	
		DOC #992416	
		DOC#1085944	

PARCEL NUMBER	LOT	60.750	\$289.78
01-122-01-381-007-0			
PROPERTY ADDRESS		6" DRV APP	60.75SF @ \$4.77 = \$289.78
MARK TINNEN		NUMBER OF SQUARES	
7209 033 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MARK TINNEN		LOT 201 H C CROOK'S WESTERN SUB	
7209 33RD AVE		BEING PT OF SW 1/4 SEC 1 T1 R22	
KENOSHA, WI 53142		ALSO PT OF W 1/2 VACATED ALLEY	
		RES #13-97 DOC# 1048589	
		(1998 LOT LINE ADJUSTMENT)	
		DOC#1192774	
		DOC#1433573	
		DOC#1528548	
		DOC#1624908	

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	71.900	\$342.96
01-122-01-384-014-0			
PROPERTY ADDRESS		6" DRV APP 71.90SF @ \$4.77 =	\$342.96
GREG MACHAK		NUMBER OF SQUARES	
7404 033 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
GREG MACHAK	LOT 165 H C CROOK'S WESTERN
7404 33RD AVE	SUB BEING PT OF SW 1/4 SEC 1
KENOSHA, WI 53142-4432	T1 R 22 V 1347 P 849
	V 1533 P 42
	DOC#1010860
	DOC#1066006
	DOC#1245906
	DOC#1360467

PARCEL NUMBER	LOT	78.000	\$372.06
01-122-01-385-004-0			
PROPERTY ADDRESS		6" DRV APP 78.00SF @ \$4.77 =	\$372.06
VERONICA LENTZ (LIFE ESTATE) RICHA		NUMBER OF SQUARES	
7415 033 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
RICHARD P JR & NAN LENTZ	LOT 213 H C CROOK'S WESTERN
VERONICA LENTZ	SUB BEING PT OF SW 1/4 SEC 1 T
KENOSHA, WI 53144	1 R 22 & ALSO W 1/2 OF A 12 FT
	ALLEY ON E VACATED BY ORD
	11/15/43
	DOC #999945

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	121.000	\$577.17
01-122-01-385-005-0			
PROPERTY ADDRESS		6" CONC R-R 25.00SF @ \$4.77 = \$119.25	
GAIL P ISERMANN		6" DRV APP 96.00SF @ \$4.77 = \$457.92	
7419 033 AV		NUMBER OF SQUARES	

MAIL TO ADDRESS	LEGAL DESCRIPTION
GAIL P ISERMANN	LOT 214 H C CROOK'S WESTERN
7419 33RD AVE	SUB BEING PT OF SW 1/4 SEC 1
KENOSHA, WI 53142-4431	T1 R 22 & ALSO W 1/2 OF A 12
	FT ALLEY ON E VACATED & ALSO
	N 1/2 OF A 12 FT ALLEY ON S
	VACATED BY ORD 11/15/43
	DOC#1124404
	DOC#1158714

PARCEL NUMBER	LOT	71.800	\$342.49
02-122-02-176-008-0			
PROPERTY ADDRESS		6" DRV APP 71.80SF @ \$4.77 = \$342.49	
ADELE C BINNINGER		NUMBER OF SQUARES	
6301 040 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
ADELE C BINNINGER	LOT 748 FOREST PARK SUB BEING
6301 40TH AVE	PT OF N 1/2 OF SEC 2 T 1 R 22
KENOSHA, WI 53142-7021	DOC #994090

	ASSESSED S.F./LN.	TOTAL ASSESSMENT
PARCEL NUMBER LOT	57.000	\$271.89
02-122-02-176-009-0		
PROPERTY ADDRESS	6" DRV APP 57.00SF @ \$4.77 =	\$271.89
JAMES R & JOY M FALCON	NUMBER OF SQUARES	
6303 040 AV		
MAIL TO ADDRESS	LEGAL DESCRIPTION	
JAMES R & JOY M FALCON	LOT 747 FOREST PARK SUB BEING	
6303 40TH AVE	PT OF N 1/2 OF SEC 2 T 1 R 22	
KENOSHA, WI 53142	DOC#1576724	

PARCEL NUMBER LOT	57.000	\$271.89
02-122-02-176-010-0		
PROPERTY ADDRESS	6" DRV APP 57.00SF @ \$4.77 =	\$271.89
EARL & SONIA MELNIK	NUMBER OF SQUARES	
6309 040 AV		
MAIL TO ADDRESS	LEGAL DESCRIPTION	
EARL & SONIA MELNIK	LOT 746 FOREST PARK SUB BEING	
6309 40TH AVE	PT OF N 1/2 OF SEC 2 T 1 R 22	
KENOSHA, WI 53142	V 1555 P559	
	V 1626 P725	
	DOC#1026687	
	DOC#1123596	
	DOC#1217227	
	DOC#1484439	

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER	LOT	86.300	\$411.65
02-122-02-176-013-0			
PROPERTY ADDRESS		6" DRV APP	86.30SF @ \$4.77 = \$411.65
LYNN OTTO		NUMBER OF SQUARES	
6329 040 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
LYNN OTTO		LOTS 742 & 743 FOREST PARK SUB	
6329 40TH AVE		PT OF N 1/2 SEC 2 T 1 R	
KENOSHA, WI 53142-7021		DOC1070888	

PARCEL NUMBER	LOT	86.300	\$411.65
02-122-02-176-014-0			
PROPERTY ADDRESS		6" DRV APP	86.30SF @ \$4.77 = \$411.65
SECRET PLACE LLC		NUMBER OF SQUARES	
6335 040 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
SECRET PLACE LLC		LOT 741 FOREST PARK SUB BEING	
5508 2ND AVE UNIT 1B		PT OF N 1/2 OF SEC 2 T 1 R 22	
KENOSHA, WI 53140		V 1462 P 813	
		V 1552 P 116	
		DOC#1532383	
		DOC#1550706	
		DOC#1615653	
		DOC#1615655	
		DOC#1622237	

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	59.300	\$282.86
02-122-02-176-018-0			
		6" DRV APP	59.30SF @ \$4.77 = \$282.86
PROPERTY ADDRESS		NUMBER OF SQUARES	
TOM POREMBA			
6415 040 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
TOM POREMBA		LOT 737 FOREST PARK SUB BEING	
6415 40TH AVE		PT OF N 1/2 OF SEC 2 T 1 R 22	
KENOSHA, WI 53142-7053		V 1464 P 228	

PARCEL NUMBER	LOT	116.100	\$553.80
02-122-02-176-019-0			
		6" CONC R-R	50.00SF @ \$4.77 = \$238.50
PROPERTY ADDRESS		6" DRV APP	66.10SF @ \$4.77 = \$315.30
MARK L & PATRICIA SLOBODIANUK		NUMBER OF SQUARES	2
6419 040 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MARK L & PATRICIA SLOBODIANUK		LOT 736 FOREST PARK SUB BEING	
6419 40TH AVE		PT OF N 1/2 OF SEC 2 T 1 R 22	
KENOSHA, WI 53142-7053			

PARCEL NUMBER	LOT	99.600	\$469.69
02-122-02-177-001-0			
		4" CONC R-R	18.00SF @ \$4.47 = \$80.46
PROPERTY ADDRESS		6" DRV APP	81.60SF @ \$4.77 = \$389.23
VIRGINIA L MARTINEZ & JOSE MARTINE		NUMBER OF SQUARES	1
4003 TAF RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
VIRGINIA L & JOSE MARTINEZ		LOT 753 FOREST PARK SUB BEING	
4003 TAFT RD		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142-7048		DOC#1163103	
		DOC#1525814	

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	18.000	\$80.46
02-122-02-177-020-0			
PROPERTY ADDRESS		4" CONC R-R	18.00SF @ \$4.47 = \$80.46
MARY E PELTIER		NUMBER OF SQUARES	1
6328 040 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MARY E PELTIER		LOT 761 FOREST PARK SUB BEING	
6328 40TH AVE		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142-7020		DOC#1029113	
		DOC #1333817	

PARCEL NUMBER	LOT	128.300	\$611.99
02-122-02-177-021-0			
PROPERTY ADDRESS		6" DRV APP	128.30SF @ \$4.77 = \$611.99
GLADYS K RASMUSSEN		NUMBER OF SQUARES	
6322 040 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
GLADYS K RASMUSSEN		LOT 760 FOREST PARK SUB BEING	
6322 40TH AVE		PT OF N 1/2 SEC 2 T 1 R 22	
KENOSHA, WI 53142-7020			

PARCEL NUMBER	LOT	78.000	\$372.06
02-122-02-177-023-0			
PROPERTY ADDRESS		6" DRV APP	78.00SF @ \$4.77 = \$372.06
LAWRENCE H HINDS		NUMBER OF SQUARES	
6312 040 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
LAWRENCE H HINDS		LOT 758 FOREST PARK SUB	
6312 40TH AVE		PT OF N 1/2 SEC 2 T1 R22	
KENOSHA, WI 53142		DOC#1206546	
		DOC#1586832	

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	25.000	\$111.75
04-122-14-151-009-0			
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$4.47 =	\$111.75
GREGORY J & LISA S DROESSLER		NUMBER OF SQUARES 1	
8635 045 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
GREGORY J & LISA S DROESSLER	LOT 495 ISETTS ESTATES ELEVENTH
8635 45TH AVE	ADD PT OF NE 1/4 SEC 14 T1 R 22
KENOSHA, WI 53142-2448	V 1017 P 934 1979
	DOC #1007929
	DOC #1179048
	DOC #1477149

PARCEL NUMBER	LOT	92.500	\$441.23
04-122-14-151-016-0			
PROPERTY ADDRESS		6" DRV APP 92.50SF @ \$4.77 =	\$441.23
JOHN R & PATTI WERMELING		NUMBER OF SQUARES	
8603 045 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOHN R & PATTI WERMELING	PT NE 1/4 SEC 14 T 1 R 22 BEG
8603 45TH AVE	NW COR LOT 492 ISETTS EST 11TH
KENOSHA, WI 53142-2436	ADD TH N 105 FT E 120.04 FT S
	106.22 FT NW'LY 6.16 FT W
	114.0 FT TO POB 1987 V 1217 P
	101

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-14-155-001-0		143.300	\$661.04
PROPERTY ADDRESS		4" CONC R-R 75.00SF @ \$4.47 = \$335.25	
P VERNON & BETSY BROWN		6" DRV APP 68.30SF @ \$4.77 = \$325.79	
8640 045 AV		NUMBER OF SQUARES 3	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
P VERNON & BETSY BROWN		PT NE 1/4 SEC 14 T 1 R 22 LOT	
8640 45TH AVE		466 OF ISETTS ESTATES 10TH ADD	
KENOSHA, WI 53142		1976 V 957 P 335	
		4-0122-141-0200	
		4-0122-141-0240	
		V 1630 P 751	

PARCEL NUMBER	LOT	65.000	\$310.05
04-122-14-155-022-0			
PROPERTY ADDRESS		6" DRV APP 65.00SF @ \$4.77 = \$310.05	
MARK EDWARD JANKOWSKI & KIMBERLY A		NUMBER OF SQUARES	
8604 045 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
MARK E & KIMBERLY A JANKOWSKI		PT NE 1/4 SEC 14 T 1 R 22 BEG AT	
8604 45TH AVE		NE COR LOT 491 OF ISETTS ESTATES	
KENOSHA, WI 53142		TH N 105 FT TH W 126 FT S 105 FT	
		E 126 FT TO POB V1217 P 102 1987	
		DOC#1185987	
		DOC#1206660	
		DOC#1493889	
		DOC#1493890	

STREET TOTAL	2,289.20	\$10,822.59
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GRAND TOTALS PARCELS 34 FOOTAGE	2,289.200	TOTAL COST	\$10,822.59
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PAGE 17

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1015 Resurfacing Phase II (55th Street - 49th Avenue to 51st Avenue, 43rd Street - 22nd Avenue to 17th Avenue) in the total amount of \$8,560.11, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 38-10 authorizing such improvements in the street right-of-way.

Adopted this 20th day of September, 2010.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Debra L. Salas, Deputy City Clerk

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	432.000	\$1,931.04
08-222-35-303-001-0			
PROPERTY ADDRESS		4" CONC R-R 432.00SF @ \$4.47 = \$1931.04	
UNIFIED SCHOOL DISTRICT NO 1		NUMBER OF SQUARES 17	
5414 049 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
KENOSHA UNIFIED SCHOOL DIST 1	17287-B SW 1/4 SEC 35 T 2 R22
3600 52ND ST	BEG 661.22 FT W OF NE COR OF
KENOSHA, WI 53144-3947	SW 1/4 SEC TH S 996.35 FT W
	662.28 FT N 656.5 FT E 161 FT
	N 338.6 FT E 501.22 FT TO BEG
	NOTE E 25 FT ROAD & N 50 FT
	FOR HIGHWAY (STRANGE ELEMENTARY)

PARCEL NUMBER	LOT	75.000	\$357.75
08-222-35-304-002-0			
PROPERTY ADDRESS		6" DRV APP 75.00SF @ \$4.77 = \$357.75	
DONALD L VARNER III & JACQUELINE L		NUMBER OF SQUARES	
5001 055 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
DONALD III & JACQUELINE VARNER	LOT 159 HANNAN HEIGHTS 3RD
5001 55TH ST	ADD SW 1/4 SEC 35 T 2 R 22
KENOSHA, WI 53144-6817	V 1468 P 66
	V 1468 P 67
	DOC#1157426
	DOC#1353192
	DOC#1356780

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	50.000	\$238.50
08-222-35-304-004-0			
PROPERTY ADDRESS		6" CONC R-R 50.00SF @ \$4.77 =	\$238.50
GRACE INGHAM		NUMBER OF SQUARES 2	
5017 055 ST			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
GRACE INGHAM		SW 1/4 SEC 35 T 2 R 22 HANNAN	
5017 55TH ST		HEIGHTS 3RD ADD LOT 147	
KENOSHA, WI 53144-6817		V 1419 P 199	

PARCEL NUMBER	LOT	40.000	\$178.80
11-223-30-351-015-0			
PROPERTY ADDRESS		4" CONC R-R 40.00SF @ \$4.47 =	\$178.80
STEVEN M CHAPMAN & NATHANIEL CHAPM		NUMBER OF SQUARES 2	
1700 043 ST			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
STEVEN M & NATHANIEL CHAPMAN		SW 1/4 SEC 30 T 2 R 23 BEG 118	
3545 WOODSIDE DR		FT E OF SE COR OF LOT 28	
COLUMBUS, IN 47203		WASHINGTON PARK MANOR SUB TH N	
		150.11 FT E 72.02 FT S 150 FT	
		W 67.34 FT TO PT OF BEG	
		V 1382 P 492	
		DOC#1311039	
		DPC#1388670	

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 525.000 \$2,346.75
11-223-30-352-006-0

4" CONC R-R 525.00SF @ \$4.47 = \$2346.75
NUMBER OF SQUARES 21

PROPERTY ADDRESS
UNIFIED SCHOOL DISTRICT NO 1
1832 043 ST

MAIL TO ADDRESS
KENOSHA UNIFIED SCHOOL DIST 1
3600 52ND ST
KENOSHA, WI 53144-3947

LEGAL DESCRIPTION
PT OF SW 1/4 SEC 30 T 2 R 23
COM ON N LINE OF 43RD ST 40
RDS E OF CENTER LINE OF 22ND
AVE TH E 20 RDS N 635 FT W 20
RDS S 635 FT TO BEG EXC 7 FT
STRIP DOC#1112540 1999
(JEFFERSON SCHOOL)

PARCEL NUMBER LOT 130.000 \$620.10
11-223-30-355-011-0

6" CONC R-R 50.00SF @ \$4.77 = \$238.50
6" DRV APP 80.00SF @ \$4.77 = \$381.60
NUMBER OF SQUARES 2

PROPERTY ADDRESS
SJL INVESTMENTS LLC
4227 021 AV

MAIL TO ADDRESS
SJL INVESTMENTS LLC
8552 37TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 43 ZEITLER'S SUB BEING PT
OF SW 1/4 SEC 30 T 2 R 23
V 1486 P 790
DOC #1038723
DOC#1335406
DOC#1547568
DOC#1625260

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER	LOT	50.000	\$223.50
11-223-30-355-013-0			
PROPERTY ADDRESS		4" CONC R-R 50.00SF @ \$4.47 =	\$223.50
KK WI LQ III LLC		NUMBER OF SQUARES 2	
2002 043 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
KK WI LQ III LLC	LOT 14 ZEITLER'S SUB PT
815 57TH ST	OF SW 1/4 SEC 30 T 2 R23
KENOSHA, WI 53140	ALSO S 1/2 VACATED ALLEY
	RES #110-03 DOC #1361892
	(2004 LOT LINE ADJUSTMENT)
	V 1638 P 517
	DOC#1195449
	DOC#1270720
	DOC#1549573
	DOC#1560183
	DOC#1583342

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
11-223-30-355-015-0		85.000	\$405.45
PROPERTY ADDRESS		6" CONC R-R 25.00SF @ \$4.77 =	\$119.25
DONALD E & MARGARET L ANDREOLI TRS		6" DRV APP 60.00SF @ \$4.77 =	\$286.20
1916 043 ST		NUMBER OF SQUARES 1	

MAIL TO ADDRESS	LEGAL DESCRIPTION
DONALD E & MARGARET L ANDREOLI	PT OF SW 1/4 SEC 30 T 2 R 23
JOINT FAMILY TRUST	ZEITLERS SUB LOT 16 ALSO ALLEY
KENOSHA, WI 53140-1719	ON E VACATED BY ORD 2 (2/9/50)
	ALSO COM ON N LINE OF 43RD ST
	AT A PT 8 FT E OF SE COR OF
	LOT 16 TH N 132 FT E 7 FT S
	132 FT W 7 FT TO POB
	ALSO S 1/2 VAC ALLEY
	RES #110-03 DOC #1361892
	(1999 LOT LINE ADJUSTMENT)
	(2004 LOT LINE ADJUSTMENT)
	V 933 P 978
	V 1372 P 520

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
11-223-30-356-005-0		66.000	\$314.82
		6" DRV APP 66.00SF @ \$4.77 =	\$314.82
PROPERTY ADDRESS		NUMBER OF SQUARES	
CARRIE PETERS & GEORGE GEORNO			
4301 021 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
CARRIE J PETERS	LOT 42 ZEITLER'S SUB BEING PT
GEORGE GEORNO	OF SW 1/4 SEC 30 T2 R23 ALSO
KENOSHA, WI 53144	PT W 1/2 VAC ALLEY RES #101-004
	DOC#1405596
	(2005 LOT LINE ADJUSTMENT)
	V 1475 P 96
	DOC#1224098
	DOC#1390439

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
11-223-30-357-020-0		125.000	\$558.75
		4" CONC R-R 125.00SF @ \$4.47 =	\$558.75
PROPERTY ADDRESS		NUMBER OF SQUARES 5	
THE GISELA BECKER REVOC TRUST 7/22			
4302 021 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
DIANE L OROZCO	LOT 70 ZEITLER'S SUB PT
4302 21ST AVE	OF SW 1/4 SEC 30 T2 R23
KENOSHA, WI 53140	V 1661 P 10
	DOC#1204467
	DOC#1585972

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
11-223-30-361-002-0		75.000	\$335.25
		4" CONC R-R 75.00SF @ \$4.47 =	\$335.25
PROPERTY ADDRESS		NUMBER OF SQUARES 3	
CRISTIANO FAMILY TRUST DTD 12/30/1			
1907 043 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
CRISTIANO FAMILY TRUST	PT OF LOTS 30, 31 & 32 EVANS SUB
2407 63RD ST	PT OF SW 1/4 SEC 30 T2 R 23 DAF:
KENOSHA, WI 53143	W 44 FT OF E 88 FT OF LOT 32 W
	44 FT OF E 88 FT OF LOT 31 & W
	44 FT OF E 88 FT OF N 5 FT OF
	DOC#1049396
	DOC#1420968

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
11-223-30-362-002-0		110.000	\$524.70
		6" CONC R-R 75.00SF @ \$4.77 =	\$357.75
PROPERTY ADDRESS		6" DRV APP 35.00SF @ \$4.77 =	\$166.95
CARMEN MOLINA & MANUELA RAMIREZ		NUMBER OF SQUARES 3	
1809 043 ST			

MAIL TO ADDRESS	LEGAL DESCRIPTION
CARMEN MOLINA	LOT 9 BLK 4 BARTH'S SUB PT
MANUELA RAMIREZ	OF SW 1/4 SEC 30 T 2 R 23
KENOSHA, WI 53140	V 1412 P 710
	DOC #997339
	DOC#1121233
	DOC#1500191

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
11-223-30-362-006-0		110.000	\$524.70
		6" CONC R-R 50.00SF @ \$4.77 =	\$238.50
		6" DRV APP 60.00SF @ \$4.77 =	\$286.20
PROPERTY ADDRESS		NUMBER OF SQUARES 2	
DANIEL H BROWNING & SHANNON PLEWKA			
4305 019 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
DANIEL H BROWNING	7771-1 W 88 FT LOTS 1 & 2 EVAN'S
SHANNON PLEWKA	SUB PT SW 1/4 SEC 30 T 2 R 23
KENOSHA, WI 53140	V 1639 P 565
	DOC#1346015
	DOC#1575991
	DOC#1575993

STREET TOTAL	1,873.00	\$8,560.11
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GRAND TOTALS	PARCELS 13	FOOTAGE 1,873.000	TOTAL COST	\$8,560.11
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<p>City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030</p>	<p><u>FACT SHEET</u> Public Works Committee Finance Committee Common Council</p>	<p>September 13 2010 September 20, 2010 September 20, 2010</p>
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Easement Agreement for the 39th Avenue Right-of-Way Project at 3905 24th Street, District #5. (James & Dortha Childers)

LOCATION:

3905 24th Street

NOTIFICATIONS:

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

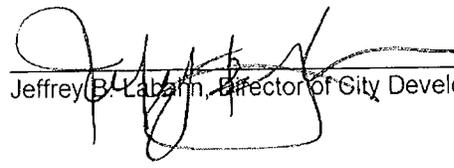
ANALYSIS:

- Attached is a Permanent Limited Easement for the installation of sidewalk for the 27th Street Right-of-Way Project along 39th Avenue. The property owner is in the Town of Somers and will be assessed the cost of the sidewalk. The land is 0.016 acres and the Permanent Limited Easement cost is \$1,600.00
- The Right-of-Way Project was approved by Common Council on December 21, 2009 by Resolution No. 176-09.
- The project is funded in the Capital Improvement Plan.

RECOMMENDATION:

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


Sharon K. Krewson, Real Estate Broker


Jeffrey B. Labarn, Director of City Development

PERMANENT LIMITED EASEMENT

PERMANENT LIMITED EASEMENT

THIS EASEMENT, made by James E. and Dortha M. Childers, grantor(s) conveys a permanent limited easement as described below to the City of Kenosha, a Municipal Corporation, grantee, for the sum of Sixteen Hundred Dollars and 00/100 (\$1,600.00) for the purpose of sidewalk construction as part of 39th Avenue and 24th Street ROW Project.

Other persons having an interest of record in the property: of record, if any.

Legal Description:

A Permanent Limited Easement in and to a part of the land described in a Warranty Deed recorded in Document 1224996, on June 27, 2001 with the Kenosha County Register of Deeds Office, in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian, in the Town of Somers, Kenosha County, State of Wisconsin, said easement area being more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 23; thence North 2°14'29" West along the east line of said Quarter Section, 1,993.95 feet to the easterly extension of the south line of the parcel of land described in said Document 1224996; thence South 89°21'44" West along the easterly extension of said south line, 33.01 feet to the point of beginning; thence North 2°14'35" West along the present west line of 39th Avenue, 177.525 feet to the southwest corner of the intersection of 39th Avenue and 24th Street; thence South 89°22'02" West along the south line of 24th Street, 12.79 feet; thence South 46°46'49" East, 11.06 feet; thence South 3°05'44" East, 169.95 feet to Grantor's south property line; thence North 89°21'44" East along said south line, 2.50 feet to the point of beginning; containing 0.016 acre of land, more or less.

The above described easement area is to be used as part of the 39th Avenue and 24th Street right-of-way.

Property Address:

Recording Area

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

Parcel Identification Number:

80-4-222-234-0300

(Signature)

(Print Name)

(Signature)

(Print Name)

James E. Childers
(Signature)

James E. Childers

(Print Name)

Dortha M. Childers
(Signature)

Dortha M. Childers

(Print Name)

Subscribed and sworn to before me this date

30th July 2010.

Sharon K. Krewson
(Signature, Notary Public, State of Wisconsin)

SHARON K. KREWSON

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

1/20/13
(Date Commission Expires)

Parcel No. 80-4-222-234-0300

(SEAL)

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

NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Owner	Area and Interest Required
James E. and Dortha M. Childers	Permanent Limited Easement

Allocation				
Land	Acres	X	\$/ac. =	\$
	Acres	X	\$/ac. =	\$
Permanent Limited Easement	0.016	Acres	X	\$/ac. = \$1,600.00
Temporary Limited Easement		Acres	X	\$/ac. = \$
Fencing			=	\$
Landscaping			=	\$
Improvements			=	\$
Other			=	\$
Total Damages =				\$1,600.00
Rounded To =				\$

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

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

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

X <u>James E. Childers</u> 7/30/10 <small>(Owner) James E. Childers (Date)</small>	X		(Date)
X <u>Dortha M. Childers</u> 7/30/10 <small>(Owner) Dortha M. Childers (Date)</small>	X		(Date)

For Office Use Only

APPROVED For
City of Kenosha

X Sharon K. Krewson
 Sharon K. Krewson (Date) 7/30/10

Project	County	Parcel
27 th Street and 39 th Avenue	Kenosha	234-0300

<p>City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030</p>	<p>FACT SHEET Public Works Committee Common Council</p>	<p>September 13 2010 September 20, 2010</p>
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Permanent Limited Easement and Temporary Construction Easement for storm water drainage at 1338 20th Avenue, District #1. (Kent & Angela Morton)

LOCATION:

1338 20th Avenue

NOTIFICATIONS:

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

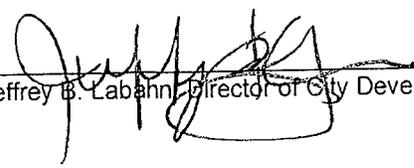
ANALYSIS:

- Attached is a Permanent Limited Easement and Temporary Construction Easement for installation of a sewer drainage system for storm water management. No payment to property owner for the easement is required.

RECOMMENDATION:

A recommendation is made to approve the Permanent Limited Easement and Temporary Construction Easement for storm water management at 1338 20th Avenue


Sharon K. Krewson, Real Estate Broker


Jeffrey B. Labann, Director of City Development

Document Number

PERMANENT LIMITED EASEMENT

PERMANENT LIMITED EASEMENT

THIS EASEMENT, made by Kent T. and Angela Morton, grantor(s) conveys a permanent limited easement as described below to the City of Kenosha, a Municipal Corporation, grantee, for the purpose of permission and authority to construct, install, operate and maintain a storm sewer and appurtenances.

Other persons having an interest of record in the property: lender of record, if any.

Legal Description: See attached.

Property Address: 1338 20th Avenue

Recording Area

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

Parcel Identification Number:

10-223-18-230-060

(Signature)

(Print Name)

(Signature)

(Print Name)

Kent T. Morton

(Signature)

Kent T. Morton

(Print Name)

Angela M. Morton

(Signature)

Angela M. Morton

(Print Name)

Subscribed and sworn to before me this date

16 of August

Joan M. Ruffolo

(Signature, Notary Public, State of Wisconsin)

Joan M. Ruffolo

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

02/17/13

(Date Commission Expires)

Parcel No. 060

(SEAL)

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

Storm Sewer Easement
Kent T. and Angela Morton
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel 10-223-18-230-060
Emailed to csusans@kenosha.org on May , 2010
File name: Morton_Easement.doc

A **Permanent Easement** for the right, permission and authority to construct, install, operate and maintain a storm sewer and appurtenances, on Grantor's premises, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose, and including the right to preserve, protect, plant or remove any trees, shrubbery or vegetation that Grantee deems necessary, in and to the following tract of land:

Part of Lot "C" of Certified Survey Map 1551, recorded on February 17, 1992 in Volume 1488, Page 34 with the Kenosha County Register of Deeds Office, in the Northwest Quarter of the Northwest Quarter of Section 18, Town 2 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin and being further described as follows:

Beginning at the northwest corner of said Lot "C"; thence North 87°59'08" East along the north line of said Lot "C", 50 feet; thence South 28°45'21" East, 24.635 feet; thence South 87°59'08" West parallel to said north line, 18 feet; thence North 2°00'52" West, 7 feet; thence South 87°59'08" West parallel to said north line, 47.5 feet to the west line of said Lot "C"; thence North 14°23'15" East along said west line, 15.635 feet to the point of beginning;

Grantor further agrees to not alter the surface grade by more than 0.4 feet, unless approved by Grantee, and to keep said permanent easement area free and clear of all physical structures so as to afford access at all times, except that the existing approximate 12 feet by 28 feet raised planter may remain.

Also, a **temporary construction easement** described as:

Commencing at the northwest corner of said Lot "C"; thence South 14°23'15" West along said west line, 15.635 feet to the point of beginning; thence North 87°59'08" East parallel to the north line of said Lot "C", 47.5 feet; thence South 2°00'52" East, 7 feet; thence North 87°59'08" East parallel to said north line, 18 feet; thence South 2°00'52" East, 5 feet; thence South 87°59'08" West parallel to said north line, 23 feet; thence North 2°00'52" West, 7 feet; thence South 87°59'08" West parallel to said north line, 43.97 feet to the west line of said Lot "C"; thence North 14°23'15" East along said west line, 5.21 feet to the point of beginning;

The described temporary construction easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose; said temporary construction easement will terminate upon completion of the construction and installation of said storm sewer, and the proper restoration of all easement areas.

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	September 9, 2010
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A Mutual Agreement and Release by and between RBC Real Estate Finance, Inc., and the Kenosha Water Utility and the City of Kenosha regarding Strawberry Creek property, District #17.

ACTION TAKEN	AYES	NOES	ABSTAIN
APPROVE	6	0	
DENY			
RECEIVE AND FILE			
FORWARD TO	MEETING DATE	INFO FORWARDED	
COMMON COUNCIL	09/20/10	1 copy/1 email copy	
FINANCE	09/20/10	1 copy/1 email copy	
LEGAL			
PUBLIC WORKS	09/13/10	1 email copy	
PARKS			
PUBLIC SAFETY & WELFARE			
WATER UTILITY	09/27/10		


 Rich Schroeder
 Assistant City Planner

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 9, 2010	Item 6
A Mutual Agreement and Release by and between RBC Real Estate Finance, Inc., and the Kenosha Water Utility and the City of Kenosha regarding Strawberry Creek property, District #17.			

LOCATION/SURROUNDINGS:

Site: Strawberry Creek Subdivision, Neighborhoods 5 - 10

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The Agreement is between the City of Kenosha, Kenosha Water Utility and RBC Real Estate Finance Inc., which assumed certain Agreements and obligations of Neumann Wisconsin under bankruptcy proceedings.
- Under the Agreement, RBC will be paying outstanding inspection fees to the City of Kenosha and the Kenosha Water Utility. Public improvements which are not done on the undeveloped future development areas of Strawberry Creek will be addressed under a separate developers Agreement at a later date when development is approved.
- The Agreement acknowledges that improvements in Neighborhoods 5 and 6 are completed and acceptable to the City of Kenosha and the Kenosha Water Utility upon approval of this Agreement and payment of the noted fees.

RECOMMENDATION:

A recommendation is made to approve the Agreement.


Rich Schroeder, Assistant City Planner
/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/fact-agree-rcb-strawcreek.odt


Jeffrey B. Labahn, Director of City Development

MUTUAL AGREEMENT AND RELEASE

By and Between

**RBC REAL ESTATE FINANCE, INC.,
A Delaware Corporation**

And

**THE CITY OF KENOSHA WATER UTILITY,
A Wisconsin Water Utility**

And

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

THIS AGREEMENT ("AGREEMENT") made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation organized and existing under the laws of the State of Wisconsin with its principal offices at 625 52nd Street, Kenosha, Wisconsin (hereinafter "**CITY**"), the **CITY OF KENOSHA WATER UTILITY**, a Wisconsin Water Utility with its principal office at 4401 Green Bay Road, Kenosha, Wisconsin (hereinafter "**KWU**") and **RBC REAL ESTATE FINANCE, INC.**, a Delaware Corporation operating in the State of Wisconsin, with its principal offices at 1101 Richmond Avenue, Suite 850, Houston, Texas 77042 (hereinafter "**RBC REFI**").

WHEREAS, CITY, KWU and Neumann Homes of Wisconsin, LLC ("Neumann Wisconsin"), on October 4, 2005, entered into a Developer's Agreement for Strawberry Creek Subdivision ("**Developer's Agreement**") for the subdivision and development of approximately 46.6 acres of real property ("**Strawberry Creek Property**"); and,

WHEREAS, Neumann Wisconsin filed for bankruptcy protection under Chapter 11 in the case captioned 07-20416 (jointly administered) in the Northern District of Illinois; and,

WHEREAS, at the time of filing, Neumann Wisconsin was obligated to **CITY and KWU** pursuant to the terms of the Developer's Agreement; and,

WHEREAS, pursuant to court order in the Neumann Wisconsin bankruptcy proceeding, **RBC REFI** assumed certain agreements and obligations of Neumann Wisconsin including the Developer's Agreement; and,

WHEREAS, pursuant to court order in the Neumann Wisconsin bankruptcy proceeding **RBC REFI** became the legal title holder of certain lots and condominium units within the Strawberry Creek Property, which lots and condominium units now owned by RBC REFI ("**RBC REFI Property**") are depicted on Exhibit A attached hereto as Neighborhood 5, Neighborhood 6, Neighborhood 7, Neighborhood 8, Neighborhood 9 and Neighborhood 10: and,

WHEREAS, Neighborhood 5 and Neighborhood 6 of the RBC REFI Property (the "**Fully Developed RBC REFI Property**") have been substantially developed and are considered "Fully Developed" and Neighborhood 7, Neighborhood 8, Neighborhood 9 and Neighborhood 10 of the RBC REFI Property (the "**Partially Developed RBC REFI Property**") have not yet been fully developed and are considered "Partially Developed" ; and,

WHEREAS, it is the intention of the parties hereto to enter into an agreement which resolves all outstanding issues as between the parties relating to any obligations **RBC REFI** may have pursuant to the terms of the Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is acknowledged by each of the parties to this Agreement, the parties agree as follows:

1. Monetary Obligation. Not later than ten (10) days following execution and delivery of this Agreement by all parties, **RBC REFI** shall pay to **CITY** the sum of Eleven Thousand Twenty-Nine Dollars and 21/100 (\$11,029.21) and to **KWU** the sum of Twenty-Three Thousand Eight Hundred Fifty-Five Dollars and 12/100 (\$23,855.12), for a total of Thirty-Four Thousand Eight Hundred Eighty-Four and Dollars 33/100 (\$34,884.33).

2. Release/Return of Letters of Credit. As security for certain of the obligations of Neumann Wisconsin under the Developer's Agreement, **CITY** is currently holding and is the beneficiary of the letters of credit listed issued by RBC Bank (USA) ("RBC BANK") on **Exhibit B-1** attached hereto (the "**CITY LOCs**") and **KWU** is currently holding and is the beneficiary of the letters of credit listed issued by **RBC BANK** on **Exhibit B-2** attached hereto (the "**KWU LOCs**"; the **CITY LOCs** and the **KWU LOCs** are sometimes herein referred to individually as a "**LOC**" and collectively as the "**LOCs**"). Upon and in exchange for payment of the sums pursuant to **Paragraph 1** hereinabove, **CITY** shall immediately release and return the **CITY LOCs** to **RBC BANK** and **KWU** shall immediately release and return the **KWU LOCs** to **RBC BANK** currently in their possession or control. Neither **CITY** nor **KWU** shall submit any further draws on any of the **LOCs** and neither of **RBC REFI** or **RBC BANK** shall have any obligation to fund any such draw. Further, **CITY** and **KWU** represent and warrant that none of the **LOCs** have been assigned or delivered to any third party and **CITY** and **KWU** shall indemnify **RBC REFI** and **RBC BANK** in the event that any future draws are made on any of the **LOCs**.

3. Release from Obligations. Following payment of the sums pursuant to **Paragraph 1** hereinabove, **CITY** and **KWU** shall, for **CITY** and **KWU**, together with their respective officers, agents, employees, successors, and assigns fully release, acquit and forever discharge **RBC REFI**, its officers, agents, employees, successors and assigns of and from any and all obligations, responsibilities, and duties which **RBC REFI** ever had, now has or may hereafter have pursuant to the terms of the Developer's Agreement. Such release shall be and become effective immediately upon payment by **RBC REFI** to **CITY** and **KWU** of the sums pursuant to **Paragraph 1** hereinabove, without further action of the parties and/or execution of additional documents. Further, following release and delivery of the **LOCs** to **RBC BANK** as provided in **Paragraph 2** hereinabove, **RBC REFI** shall, for **RBC REFI**, together with its

officers agents, employees, successors, and assigns fully release, acquit and forever discharge **CITY** and **KWU**, together with their respective officers, agents, employees, successors from any and all obligations, responsibilities, and duties which **CITY** and **KWU** ever had, now have, or may have pursuant to the terms of the Developer's Agreement. Such release shall be and become effective immediately upon release and delivery by **CITY** and **KWU** of the **LOCs** to **RBC BANK** as provided in Paragraph 2 hereinabove, without further action of the parties and/or execution of additional documents.

4. Future Development of and Residential Construction on the Fully Developed RBC REFI Property. The parties hereto acknowledge and agree that the Fully Developed RBC REFI Property has been substantially developed, and the public improvements servicing the Fully Developed RBC REFI Property have either been: (i) dedicated to and accepted for maintenance by **CITY** and **KWU**, as applicable, or (ii) completed to the extent required for such public improvements to be dedicated to and accepted for maintenance by **CITY** and **KWU**, as applicable. No further public improvement of any portion of the Fully Developed RBC REFI Property shall be required by **CITY** or **KWU** or **RBC REFI** or any party, or parties, constructing residential units upon the Fully Developed RBC REFI Property. Likewise, neither **RBC REFI** nor any party, or parties, constructing residential units upon the Fully Developed RBC REFI Property shall be required to provide any letter of credit, bond, financial assurance or other development security to **CITY** or **KWU** in connection with the public improvements and sale of residential units upon the Fully Developed RBC REFI Property. **CITY** and **KWU** agree to process and issue building permits, without unreasonable delay, to **RBC REFI** or any other party, or parties, seeking to construct residential units upon the Fully Developed RBC REFI Property, without the need for any further development thereof, provided that the plans for such residential construction comply with the standards and requirements for the issuance of building permits set forth in applicable **CITY** and State laws, rules or regulations. Further, **CITY** and **KWU** agree to process and issue occupancy permits, without unreasonable delay, to **RBC REFI** and to any other party, or parties, that has constructed a

residential unit in accordance with the building plans submitted in connection with such building permit(s), without the need for any further public improvement of the Fully Developed RBC REFI Property.

5. Dedication/Acceptance of the Public Improvements that Serve the RBC REFI Property.

RBC REFI agrees to promptly execute and deliver to CITY and/or KWU, as appropriate, such conveyance documents as may be reasonably requested by CITY and/or KWU in order to cause any as yet undedicated/unaccepted public improvements that serve any or all of the RBC REFI Property to be dedicated to and accepted for maintenance by CITY and/or KWU, as appropriate. Such agreement and obligation of RBC REFI extends only to the execution and delivery of necessary conveyance documents, if any. In no event shall RBC REFI have any further obligations with respect to any public improvements serving the Strawberry Creek Property, including, without limitation, any obligation to: (i) construct, install, repair and/or maintain such public improvements, or (ii) provide any letter of credit, bond, financial assurance or other development security to CITY or KWU to secure the completion, maintenance and/or repair of any such public improvements, all of which are hereby released and discharged by CITY and KWU as set forth in Paragraph 3 hereinabove. Not later than thirty (30) days following execution and delivery of this Agreement by all parties, CITY and KWU each agree to take such actions as are necessary to cause any as yet undedicated/unaccepted public improvements that serve the RBC REFI Property to be dedicated to and accepted for maintenance by CITY and/or KWU, as appropriate. All of such as yet undedicated/unaccepted public improvements that serve the RBC REFI Property are listed on Exhibit C-1 and Exhibit C-2 attached hereto.

6. Future Development of the Partially Developed RBC REFI Property. The parties hereto acknowledge and agree that the Partially Developed RBC REFI Property has not been fully developed and that any future development of the Partially Developed RBC REFI Property shall be the obligation of the party, or parties, developing the Partially Developed RBC REFI Property and/or may be subject to a

new developer's agreement and/or conditional use permit with said third party, or parties, as the case may be. The development obligations of any party, or parties, developing the Partially Developed RBC REFI Property shall be subject to the agreement of CITY, KWU and such party, or parties.

7. Successors and Assigns of RBC REFI. CITY and KWU acknowledge that they have each been advised by RBC REFI that it is the intention of RBC REFI to do no further development on the RBC REFI Property, but to sell the RBC REFI Property to one or more parties for the purpose of the construction of residential units on the Fully Developed RBC REFI Property and for the purpose of development and construction on the Partially Developed RBC REFI Property. In order to facilitate such sale(s), which will benefit CITY and KWU, the parties agree that although this Agreement is not intended as an amendment of the Developer's Agreement, the terms of Paragraph 3, Paragraph 4, and Paragraph 5 hereof shall inure to the benefit of the successors and assigns of RBC REFI in title to any or all of the RBC REFI Property, and such express terms shall be and remain binding upon CITY and KWU and enforceable against CITY and KWU by such successors and assigns. CITY and KWU each agree that RBC REFI shall have the right to record this Mutual Agreement and Release or a Memorandum thereof to reflect the subject matter contained herein.

8. Construction of Agreement. Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Further the parties agree that any action brought to enforce or interpret the terms of this Agreement shall be filed in the Circuit Court for the County of Kenosha, State of Wisconsin.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement,

or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Authority. None of the parties to this Agreement need to further investigate the authority of the undersigned signators to enter into this Agreement and to bind their principals as it is hereby represented by **RBC REFI** , that the undersigned has full authority to execute this Agreement on behalf of that entity; by the **CITY**, that the undersigned have full authority to bind the **CITY** following duly-noticed and convened proceedings of the City Council and/or its committees to authorize the **CITY** to enter in this Agreement; and by **KWU**, that the undersigned have full authority to bind it following duly-noticed and convened proceedings of the Board of Water Commissioners.

12. Counterparts; Facsimile/Electronic. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. A facsimile or electronic copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

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

By: _____
KEITH G. BOSMAN, Mayor

Date: _____

By: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **KEITH G. BOSMAN, Mayor**, and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** of **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

**CITY OF KENOSHA WATER UTILITY
A Wisconsin Water Utility**

BY: _____
G. JOHN RUFFOLO, Chairman, Board of
Water Commissioners

Date: _____

BY: _____
EDWARD ST. PETER,
General Manager

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2010, **G. JOHN RUFFOLO, Chairman**, of the **CITY OF KENOSHA, BOARD OF WATER COMMISSIONERS**, and **EDWARD ST. PETER, General Manager**, of the **CITY OF KENOSHA WATER UTILITY a Wisconsin water utility**, to me known to be such Chairman and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

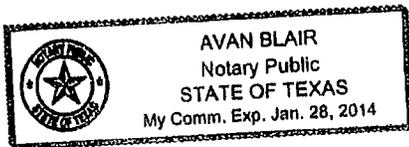
RBC REAL ESTATE FINANCE, INC.

BY: Chad Botkin CHAD BOTKIN
CHAD BOTKIN, Vice President VICE PRESIDENT

Date: 8/12/10

STATE OF Texas)
) :SS.
COUNTY OF Harris)

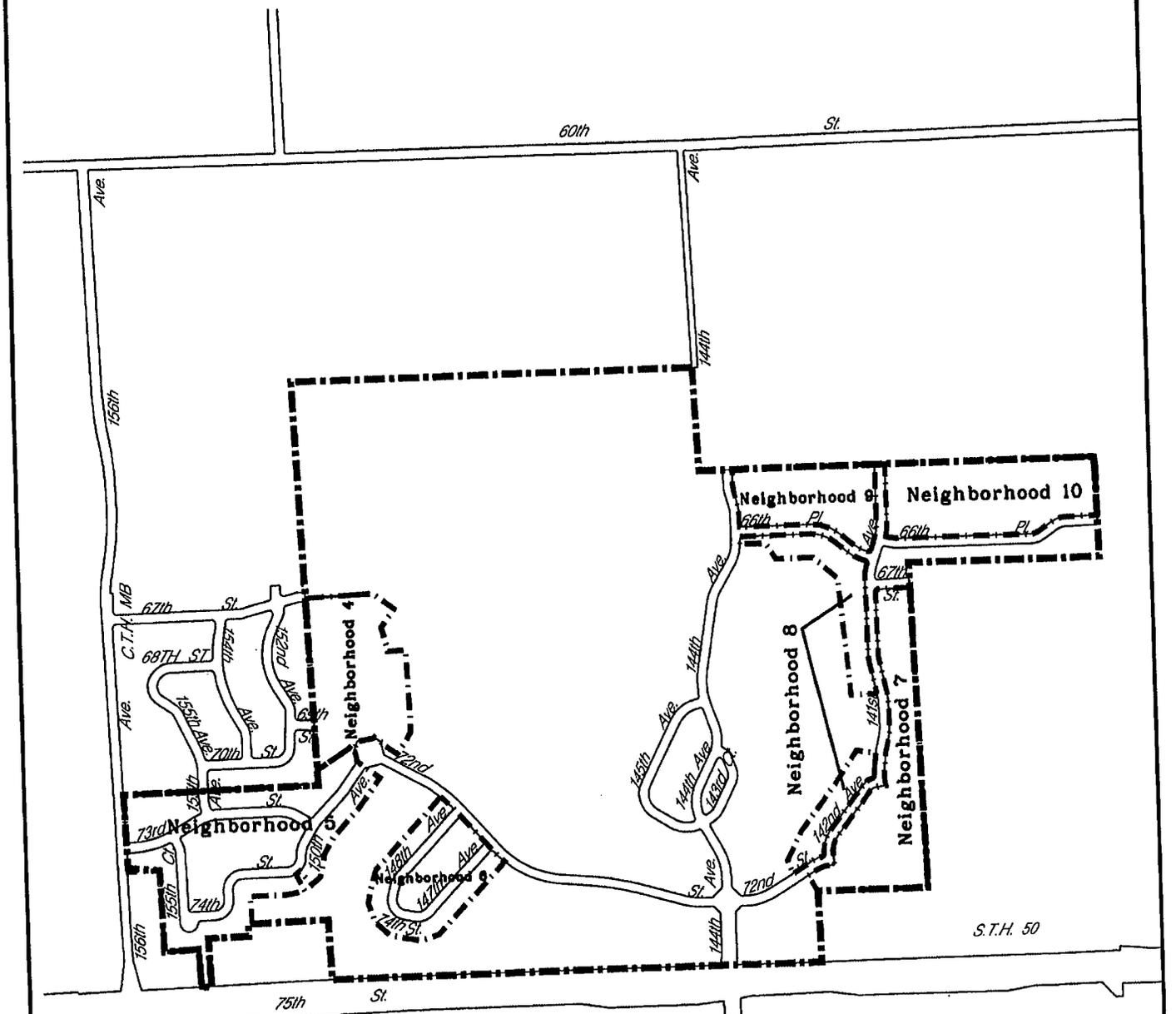
Personally came before me this 12th day of August, 2010, CHAD BOTKIN, of RBC REAL ESTATE FINANCE, INC., a Delaware Corporation, to me known to be such Vice President of RBC REAL ESTATE FINANCE, INC., and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.



Notary Public Avon Blair
My Commission expires/is: 1-28-14

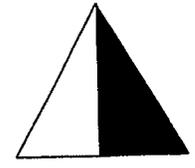
City of Kenosha

Exhibit "A"



----- Strawberry Creek Subdivision

NORTH



0 1000'



City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	September 9, 2010
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Letter of Credit Termination Agreement for Property located in Strawberry Creek, District #17.

ACTION TAKEN	AYES	NOES	ABSTAIN
APPROVE	6	0	
DENY			
RECEIVE AND FILE			
FORWARD TO			
	MEETING DATE	INFO FORWARDED	
COMMON COUNCIL	09/20/10	1 copy/1 email copy	
FINANCE	09/20/10	1 copy/1 email copy	
LEGAL			
PUBLIC WORKS	09/13/10	Email copy	
PARKS			
PUBLIC SAFETY & WELFARE			
WATER UTILITY	09/27/10		


 Rich Schroeder
 Assistant City Planner

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 9, 2010	Item 7
Letter of Credit Termination Agreement for Property located in Strawberry Creek, District #17			

LOCATION/SURROUNDINGS:

Site: Strawberry Creek Subdivision, Neighborhoods 5 - 10

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The Agreement is tied to the previous item Mutual Agreement and Release.
- Upon execution of the previous Agreement and payment of noted fees to the City of Kenosha and Kenosha Water Utility, the Letters of Credit can be terminated and released.

RECOMMENDATION:

A recommendation is made to approve the attached Agreement.


Rich Schroeder, Assistant City Planner
/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/fact-LOTerm-strawcreek.odt


Jeffrey B. Labahn, Director of City Development

LETTER OF CREDIT TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Termination Agreement") is made and entered into as of _____, 2010 by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation organized and existing under the laws of the State of Wisconsin with its principal offices at 625 52nd Street, Kenosha, Wisconsin (the "City"), the **CITY OF KENOSHA WATER UTILITY**, a Wisconsin Water Utility with its principal office at 4401 Green Bay Road, Kenosha, Wisconsin ("KWU"), **RBC REAL ESTATE FINANCE INC.**, a Delaware Corporation operating in the State of Wisconsin with its principal offices at 1101 Richmond Avenue, Suite 850, Houston, Texas 77042 ("RBC REFI") and **RBC BANK (USA)** ("RBC Bank") a North Carolina state bank with its principal offices at 301 Fayetteville Street, Suite 1400, Raleigh, North Carolina 27601.

RECITALS

WHEREAS, on October 4, 2005, City, KWU and Neumann Homes of Wisconsin, LLC ("Neumann Wisconsin") entered into a Developer's Agreement for Strawberry Creek Subdivision (the "Developer's Agreement") related to the subdivision and development of approximately 46.6 acres of real property ("Strawberry Creek Property");

WHEREAS, on November 1, 2007, Neumann Wisconsin filed for bankruptcy protection before the Northern District of Illinois under Chapter 11 of Title 11 of the United States Code in the jointly-administered cases captioned *In re Neumann Homes, Inc., et al.*, Case No. 07-20416;

WHEREAS, at the time of filing, City and KWU alleged that Neumann Wisconsin had certain obligation pursuant to the terms of the Developer's Agreement;

WHEREAS, pursuant to court order in the Neumann Wisconsin bankruptcy proceeding, RBC REFI, as successor fee title holder to the Strawberry Creek Property, was subject to certain agreements and obligations of Neumann Wisconsin running with the Strawberry Creek Property, including the Developer's Agreement;

WHEREAS, as security for certain of the obligations of Neumann Wisconsin under the Developer's Agreement, City is the beneficiary of the letters of credit issued by RBC Bank and listed on **Exhibit A** attached hereto (the "City LOCs") and KWU is the beneficiary of the letters of credit issued by RBC Bank and listed on **Exhibit B** attached hereto (the "KWU LOCs"; and together with the City LOCs, the "LOCs");

WHEREAS, the parties have entered into that certain Mutual Agreement and Release ("Mutual Agreement and Release") of even date herewith pursuant to which RBC REFI shall be released from any and all obligations, responsibilities, and duties which RBC REFI ever had, now has or may hereafter have pursuant to the terms of the Developer's Agreement;

WHEREAS, pursuant to the terms of the Mutual Agreement and Release, the City and KWU are obligated to return and release the LOCs upon satisfaction by RBC REFI of conditions precedent. Notwithstanding the foregoing, the City and KWU are currently unable to locate and return each of the LOCs to RBC Bank as required under the Mutual Agreement and Release; and

WHEREAS, it is the intention of the parties hereto to terminate the LOCs in satisfaction of the obligations of the City and KWU under the Mutual Agreement and Release.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and mutual promises set forth in this Termination Agreement, the City, KWU, RBC REFI and RBC Bank hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein and made a part hereof.
2. **Termination of LOCs.** The City, KWU, RBC REFI and RBC Bank agree that the LOCs shall be terminated as of the date first written above. Neither the City nor KWU, nor any party claiming through or on behalf of the City of KWU, shall make any further draws on any of the LOCs, and neither of RBC REFI or RBC Bank shall have any obligation to fund any draw under any of the LOCs, notwithstanding any language to the contrary contained in the LOCs or any obligation under the Developer's Agreement.
3. **Representations and Warranties.** The City and KWU each represent and warrant that none of the LOCs have been assigned or otherwise delivered to any third party.
4. **Indemnification.** To the fullest extent permitted by law, the City and KWU each hereby agree to protect, indemnify, defend and save harmless RBC REFI and RBC Bank, and their respective directors, officers, agents and employees, from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including legal fees and expenses, arising from or on account of any matter or thing or action, whether or not in litigation, arising out of any draw requests made on any of the terminated LOCs.
5. **Further Assurances.** The City and KWU agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and other materials as RBC REFI and RBC Bank may reasonably request in order to effectuate the consummation of the transactions contemplated herein.
6. **Binding Effect.** This Termination Agreement shall be binding upon, and will inure to the benefit of, the parties hereto and their respective predecessors, successors, legal representatives, administrators, subsidiaries, agents and assigns and other representatives.
7. **Authority.** The City, KWU, RBC REFI and RBC Bank represent to each other that they have full power and authority, including any requisite ordinance, to execute and perform this Termination Agreement and to perform their obligations under this Termination Agreement. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that the City, KWU, RBC REFI and RBC Bank each have been represented by counsel in connection herewith.
8. **Time of Essence.** Time is of the essence of this Termination Agreement.

9. **Counterparts; Facsimile/Electronic.** This Termination Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. A facsimile or electronic copy of this Termination Agreement and any signatures thereon will be considered for all purposes as an original.

[Signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the date first written above.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

By: _____
Keith G. Bosman, Mayor

By: _____
Michael K. Higgins, City Clerk/Treasurer

CITY OF KENOSHA WATER UTILITY,
A Wisconsin Water Utility

By: _____
G. John Ruffolo, Chairman, Board of Water Commissioners

By: _____
Edward St. Peter, General Manager

RBC REAL ESTATE FINANCE INC.

By: Chad Botkin
Chad Botkin, Vice President

RBC BANK (USA)

By: Chad Botkin
Chad Botkin, Vice President

EXHIBIT A
to
LETTER OF CREDIT TERMINATION AGREEMENT

CITY LOCs

	Original	Current		
L/C Number	L/C Number	L/C Number	Neighborhood	Beneficiary
SB002712	\$684,000.00	\$201,000.00	5 & 6	City of Kenosha
SB002814	\$630,699.74	\$130,500.00	5	City of Kenosha
SB002812	\$334,288.35	\$86,350.00	7 & 8	City of Kenosha
SB002811	\$250,450.09	\$80,600.00	10	City of Kenosha
SB003304	\$229,000.00	\$229,000.00	8 & 9	City of Kenosha

EXHIBIT B
to
LETTER OF CREDIT TERMINATION AGREEMENT

KWU LOCs

	Original	Current		
L/C Number	L/C Number	L/C Number	Neighborhood	Beneficiary
SB002711	\$605,000.00	\$54,835.00	5 & 6	Water Utility of Kenosha
SB002813	\$339,465.00	\$30,860.50	5	Water Utility of Kenosha
SB002810	\$176,088.00	\$16,008.00	7 & 8	Water Utility of Kenosha
SB002809	\$115,328.00	\$10,484.00	10	Water Utility of Kenosha
SB003303	\$115,804.00	\$15,094.00	8 & 9	Water Utility of Kenosha