

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, OCTOBER 18, 2010
ROOM 202
6:00 P.M.**

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

**Patrick Juliana
Jan Michalski
Ray Misner**

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on September 27, 2010.

C. REFERRED TO COMMITTEE

C-1 Revised Project Agreement with CMAQ for Bike Trail at-Grade Crossing of Washington Road. Project ID: 1693-29-08/78 **(Districts 5 & 10)**

C-2 Easement with We Energies at Traffic Operations Building for Truck Wash. **(District 11)**

C-3 Request to amend a portion of a platted drainage easement at 6136 83rd Avenue. **(District 17)**

C-4 Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project. **(District 17)** *(also referred to Finance Committee)*

- a. Community Development Authority of the Town of Bristol, N/K/A Village of Bristol
- b. Gateway Center, LLC

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

ALDERMAN COMMENTS

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

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE 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, SEPTEMBER 27, 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, September 27, 2010 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Vice Chairman Anthony Nudo, Aldermen Steve Bostrom, and Ray Misner. Alderman Jan Michalski arrived during discussion of Informational item 1. Alderman Patrick Juliana was excused. The meeting was called to order at 5:02 PM. Staff members in attendance were Ron Bursek, Mike Lemens, Rich Schroeder, Assistant City Planner, Bill Richardson, Assistant City Attorney.

A-1 Approval of minutes of regular meeting held on September 13, 2010 and special meeting held on September 20, 2010.

It was moved by Alderman Bosman, seconded by Alderman Misner to approve. Motion passed 4-0.

B-1 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) (deferred from September 13, 2010 meeting)

It was moved by Alderman Nudo, seconded by Alderman Misner to approve items B-1 and B-2. Motion passed 4-0.

B-2 Letter of Credit Termination Agreement for Property located in Strawberry Creek. **(District 17)** (City Plan Commission approved 6:0) (deferred from September 13, 2010 meeting)

INFORMATIONAL:

1. Lawn Park Area at 40th Avenue south of 75th Street
2. Fall Yardwaste Collection - coupons were discussed
3. 22nd Avenue Resurfacing – closing of the road was discussed
4. 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 5:37 pm.*



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

October 12, 2010

To: G. John Ruffolo, Chairman
Public Works Committee

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

Copies to: Ald. LaMacchia (District 5) and Ald. Kennedy (District 10)

Subject: *State/Municipal CMAQ Project Agreement*
WisDOT Project I.D. 1693-29-08/78
Bike Trail At-Grade Crossing of Washington Road (Non-Highway)
(Districts 5 and 10)

BACKGROUND/ANALYSIS

In 2004, the City entered into a CMAQ Program Project Agreement with WisDOT for the above-referenced project. Originally the project called for the construction of a pedestrian bridge over Washington Road, but bid prices exceeded available budget by a substantial amount. Staff was directed by the Committee to revise the scope of work to provide an at-grade crossing. WisDOT staff had to submit the revised scope of work to FHWA for approval because it involved CMAQ funds. All necessary agencies have approved the scope change, and the City needs to execute this revised project agreement to formalize the project status and the agreement between the City and WisDOT regarding total state funding and cost sharing.

Formal approval of the CMAQ Project Agreement is required for authorization to move forward with plans and specifications.

RECOMMENDATION

Approve the revised CMAQ Project Agreement along with the plan to build an at-grade crossing; and authorize the Mayor to execute the necessary document on behalf of the City.

MML

**REVISED
Federal/State/Project Sponsor
Transportation
CMAQ Program
Project Agreement**

Date: September 30, 2010 (Replaces agreement dated March 18, 2004)
Project ID: 1693-29-08/78 **County:** Kenosha **Municipality:** City of Kenosha
Project Name: Bike Trail At-Grade Crossing of Washington Road (Non-Hwy)
Limits (if applicable):

The signatory Project Sponsor, through its undersigned duly authorized officers or officials, and WisDOT enter into this agreement to accomplish the described project.

The authority for the Project Sponsor and WisDOT to enter into this agreement is provided by the Section 86.25 of the Wisconsin State Statutes.

The payment period for each project phase (e.g., design, real estate, construction) shall begin with written authorization by WisDOT to the Project Sponsor.

Needs and Estimate Summary:

Description of the project:

Pedestrian/Bicycle Trail at grade crossing of Washington Road.

Estimated Cost					
	Total Estimated Cost	CMAQ Funds	%	Project Sponsor Funds	%
Design (1693-29-08)	\$40,000.00	\$0.00	0%	\$40,000.00	100%
Construction (1693-29-78)	\$535,000.00	\$428,000.00	80%	\$107,000.00	20%
Total Cost Distribution	\$575,000.00	\$428,000.00		\$147,000.00	

Federal funds are capped at \$428,000 for construction. Design and design oversight are 100% locally funded.

This request is subject to the terms and conditions that follow (see pages 2-5) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon acceptance by WisDOT shall constitute agreement between the Project Sponsor, WisDOT and the Federal Government.

This project is subject to a DBE goal assessment of 8% of the total project cost.

Signed for and on behalf of the City of Kenosha:		
Signature	Title	Date
Name (Written Clearly)		

Terms and Conditions:

1. The initiation and accomplishment of the improvement will be subject to the applicable State and Federal laws, rules, and regulations, as referenced in the document *A Local Sponsor's Guide to Non-Traditional Transportation Project Implementation*.
2. The construction of the CMAQ project will be in accordance with the appropriate standards unless an exception to standards is granted by the Federal Government or WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
3. The project sponsor will assume all responsibility for complying with germane environmental requirements for the CMAQ project.
4. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder.
5. The work eligible for Federal and State participation will be administered by the Project Sponsor and/or WisDOT. The authority for the Federal Government and the State to delegate this responsibility is described in ISTEA of 1991, P.L. 102-240, as amended by the Transportation Equity Act for the 21st Century (TEA-21).
6. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. The DBE goal is waived if the Project Sponsor constructs the project with its own permanent staff and if the project is not subcontracted out.
7. The maximum participation of Federal financing will be limited to 80% of the actual eligible project cost or the Total Cost Distribution of CMAQ Funds, as shown on page 1 of this agreement, whichever is less.
8. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and WisDOT submittals and approvals contained in these instructions and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and WisDOT and will furnish copies thereof when requested.
9. Federal Single Audits of the Project Sponsor:
 - a) The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Circular No. A-128, Section 4.)
 - b) This audit shall be performed in accordance with Federal Circular A-128 issued by the Federal Office of Management and Budget (OMB) and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

- c) The Project Sponsor will keep records of costs of construction, inspection tests and maintenance done by it to enable the federal government and the state to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to an audit as directed by the Department within eight years.
10. State Disbursements:
 - a) Payment by WisDOT to the Project Sponsor shall be made on a quarterly basis upon presentation of vouchers for expenditures incurred during prior quarterly periods of the project duration subject to the allowable maximum payment, as referenced above in Section 7.
 - b) A final adjustment of state payments will be made upon completion of WisDOT's audit of the project. If WisDOT's audit establishes that WisDOT paid more than its share of the eligible project costs, the Project sponsor shall refund to WisDOT upon demand a sum equal to the overpayment.
11. The Project Sponsor will maintain, at its own costs and expense, all portions of the project that lie within its jurisdiction.
12. In connection with the performance of work under this Project Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as define in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
13. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the

Department; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

- a) The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
 - b) Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
14. No term or provision of the Project Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the Project Agreement.
 15. The project must be completed within three years from the acceptance date of the Project Agreement by WisDOT central office. Extensions are available upon approval of a written request by the Project Sponsor to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 16. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b) Have not, within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e) That all grantees or contractors, also known as lower tier participant as that term is used in 49 CFR Part 29, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment have been declared ineligible, or have voluntarily been excluded from participation in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.



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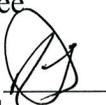
DEPARTMENT OF PUBLIC WORKS

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

October 13, 2010

To: G. John Ruffolo, Chairman
Public Works Committee

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

CC: Alderman Anthony Nudo – District 11
Stormwater Utility Committee Chairman

Subject: *Easement with WeEnergies at Traffic Operations Building for Truck Wash*

BACKGROUND INFORMATION

The Stormwater Utility is upgrading the existing bus wash at the Traffic Operations into a truck wash for City and Utility owned vehicles. This truck wash facility will be required to have a 600 amp/480 service installed to provide the electrical needs of the facility. The Stormwater Utility received a quote to complete this work however; to be able to install the service to the transformer WeEnergies requires an easement.

RECOMMENDATION

Approve Easement between the City of Kenosha and WeEnergies to provide service to the truck wash system at the Traffic Operations Building.

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND**

WR NO. 2951419

For good and valuable consideration which the **CITY OF KENOSHA**, hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises located in the Northwest ¼ of Section 1, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1064051.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

01-122-01-254-001
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities including: conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy and signals, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

CITY OF KENOSHA

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in Kenosha County, Wisconsin on _____, 2010,

the above named _____, the _____

and _____, the _____

of the **CITY OF KENOSHA**.

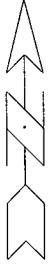
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

NUMBER	BEARING	DISTANCE
L1	N 89°47'36" E	33.02'
L2	N 02°02'48" W	31.89'
L3	N 89°59'28" E	110.00'
L4	N 02°02'48" W	210.00'
L5	N 89°59'28" E	179.00'
L6	S 02°02'48" E	13.60'
L7	S 87°28'40" E	76.92'
L8	N 56°59'44" E	144.42'
L9	N 51°47'38" E	45.81'
L10	S 33°24'26" E	9.37'



KENOSHA COUNTY TAX
PARCEL 01-122-01-254-001

C/L 12' We-Energies Easement

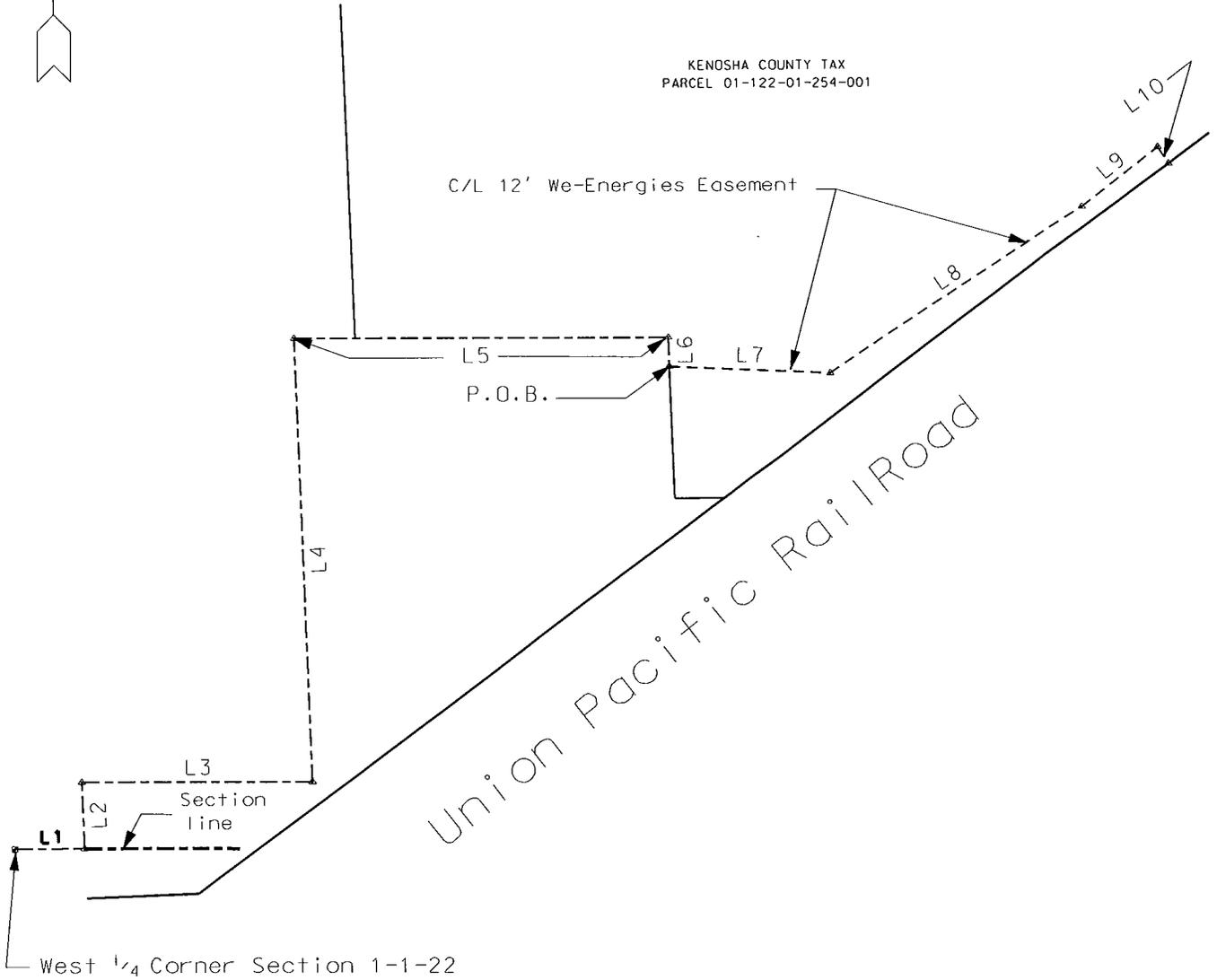


EXHIBIT "A"

we energies

Northwest 1/4 Section 1-1-22
City Of Kenosha
Kenosha County, WI

DRAWN BY:	Ras
DATE:	9/30/10
IDO NUMBER:	2951419
REVISIONS:	_____



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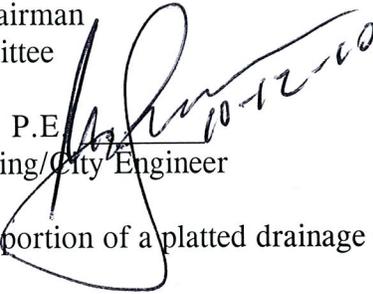
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TELEPHONE (262) 653-4050 • FAX (262) 653-4056

October 12, 2010

To: G. John Ruffolo, Chairman
Public Works Committee

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

Subject: Request to Amend a portion of a platted drainage easement at 6136 83rd Avenue
Sue Binninger



BACKGROUND/ANALYSIS

The petitioner owns the property at 6136 83rd Avenue. The westerly 20 feet of the property is encumbered with a 6-foot wide public utility easement, and a 20-foot wide storm sewer easement. A swale and berm exist in the easement area, but the yard can be re-graded with a retaining wall and swale to accommodate the drainage adequately. The petitioner desires to install a swimming pool, and is requesting that the easterly 5.5 feet of the drainage sewer be discontinued to allow sufficient space in the yard to build the pool without encroaching on the easement..

Based on the location and size of the easement that would remain along with the retaining wall grading work, the staff believes that the width of the drainage easement could be reduced and still accommodate drainage concerns for both the petitioner's land and the rest of the neighborhood. However, to maintain adequate easement area, staff is recommending that the only the easterly 5.5 feet of the sewer easement be discontinued.

RECOMMENDATION

Approve the request to discontinue the easterly 5.5 feet of the existing 20 foot wide drainage easement, and recommend to the Common Council that: 1) it be referred to the City Attorney's office to draft the necessary document; and 2) that the Mayor and Clerk be authorized to execute the agreement.

MML

September 29, 2010

Public Works Committee
c/o Ron Bursek, Director
625 - 52nd Street
Kenosha, WI 53140

Dear Mr. Bursek,

I am a City of Kenosha resident residing at 6136 - 83rd Avenue in the subdivision of Leona's Rolling Meadows. I am writing to you to get approval from the City of Kenosha Public Works Department to put in a pool on my property. I currently have no room to build on the lot without encroaching in the drainage easement.

My pool contractor has been working with the City Engineer on this project and they have come up with a plan to accommodate drainage on the lot. Most importantly it meets the city engineer's requirement. We have also planned for a 5.5 foot discontinuation from easement to build the swimming pool.

In order to complete this project I would need the Public Works Committee to approve this. Can you please respond as soon as possible so we can get this completed before the ground freezes.

I greatly appreciate you taking the time to approve. Please send response of denial or approval via email at sue.binninger@disney.com or a letter to the attention of Sue Binninger 6136 - 83rd Avenue, Kenosha, WI 53142. I can also be reached by phone at 262.945.2514.

Sincerely,



Sue Binninger

C-4a

<p><i>City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030</i></p>	<p><u>FACT SHEET</u> Public Works Committee Finance Committee Common Council</p>	<p><i>October 18, 2010</i></p>
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Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project, District #17. (Community Development Authority of the Town of Bristol, N/K/A Village of Bristol)

LOCATION:

Site: North of 71st Street on 122nd Avenue

NOTIFICATIONS:

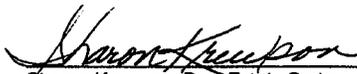
The alderman of the district, Alderman Bogdala, has been notified. This item will be reviewed by the Public Works Committee, Finance Committee and final approval by the Common Council.

ANALYSIS:

- Attached is the signed Agreement for Purchase and Sale of Real Estate from the Village of Bristol for the property needed to complete the construction of the West Frontage Road.
- Acquisition is Land in Fee, Permanent and Temporary Easements. The purchase price is \$713,251.00.
- The Plat Map and legal descriptions are also attached.

RECOMMENDATION:

A recommendation is made to approve the Agreement as attached.


Sharon Krewson, Real Estate Broker


Rich Schroeder, Assistant City Planner

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

RE3012 LPA-8/97

THIS AGREEMENT, made and entered into by and between Community Development Authority of the Town of Bristol, N/K/A Village of Bristol hereinafter called SELLER, and the City of Kenosha, a Municipal Corporation, hereinafter called Buyer. IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

Seller and Buyer agree that Buyer is purchasing this property for transportation purposes within the meaning of s.32.05, Wis. Stats.

DESCRIPTION: The Seller agrees to sell and the Buyer agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Kenosha County, Wisconsin:

See attached legal descriptions

The purchase price of said real estate shall be the sum of Seven Hundred Thirteen Thousand Two Hundred Fifty One and 00/100 Dollars (\$ 713,251.00) Dollars payable as follows: Parcel 4 - Land in Fee \$571,072.00, Permanent Limited Easement \$130,157.00, Temporary Limited Easement \$12,023.00

Seller shall, upon payment of purchase price, convey the property by Special Warranty Deed, in the form attached, and Easement agreements as attached.

Legal possession of premises has been delivered to Buyer by Temporary Right of Entry Easement prior to date of closing.

SPECIAL CONDITIONS: Upon closing of the transaction of this agreement Seller agrees to waive its right, if applicable, to the provisions of Sections 32.05(9)(a) and 32.05 (11), Wisconsin Statutes to appeal for greater compensation as described in Section 32.05(7), Wisconsin Statutes. This is further contingent upon approval by the City of Kenosha Common Council on or before October 18, 2010.

This agreement is binding upon acceptance by Seller as evidenced by the signature of an authorized representative of

Seller. If this agreement is not executed by Buyer within 30 days after seller's signature, this agreement shall be null and void and any action taken by Buyer under the Temporary Right of Entry shall terminate immediately, and upon request of Seller, the property shall be returned to the condition prior to entry of the Temporary Right of Entry at no cost to Seller.

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

Closing shall take place within 30 days of acceptance by both parties of this agreement. Time is of the essence

SELLER AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

This Agreement for Purchase is contingent upon Gateway Center LLC entering into an amendment to its Vacant Land Offer to Purchase dated September 10, 2007, as amended, with the Community Development Authority of the Town of Bristol, N/K/A Village of Bristol, whereby it acquiesces in the sale of the property herein. Said amendment shall be entered into within three (3) weeks of approval of this Agreement for Purchase by the City of Kenosha Common Council.

(Witness)

Richard J. Gossling, Village President _____ (Seller)

(Date)

Jack Spencer, CDA, Chairman _____ (Seller)

The above agreement is accepted.

(Date)

(Signature)

(Print Name)

(Title)

Note: Must be signed by an authorized representative.

Project 09-1024

Parcel 4

10/14/10 SKK

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Kenosha County, State of Wisconsin, described as follows:

That part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section 1; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way line of 60th Street, CTH "K" and to the point of beginning; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 346.36 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°03'58" East 346.35 feet; thence South 00°29'02" West 324.56 feet; thence Southeasterly 411.14 feet along an arc of a curve whose center lies to the East, whose radius is 17956.00 feet and whose chord bears South 00°10'19" East 411.13 feet; thence South 00°49'41" East 250.21 feet to the Owners South property line; thence along said South line North 89°34'55" West 60.01 feet; thence North 00°49'41" West 248.91 feet; thence Northwesterly 412.51 feet along an arc of a curve whose center lies to the East, whose radius is 18016.00 feet and whose chord bears North 00°10'19" West 412.50 feet; thence North 00°29'02" East 324.56 feet; Thence Northwesterly 345.21 feet along an arc of a curve whose center lies to the West, whose radius is 17984.00 feet and whose chord bears North 00°03'57" West 345.21 feet; thence North 00°36'57" West 420.65 feet; thence North 06°38'21" West 582.93 feet; thence North 00°01'23" West 189.96 feet; thence North 59°34'31" West 44.05 feet; thence North 80°45'57" West 109.45 feet to the south right-of-way line of 60th Street; thence along said south line South 89°17'19" East 273.40 feet to the point of beginning.

This parcel contains 4.37 acres, more or less.
As shown on 09-1024-4.02

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in South 877 feet of the North 1100 feet of the Southeast 1/4 of the Northeast 1/4 of Section 1, and lands located in the South 634 feet of the North 805 feet of the Northeast 1/4 of the Northeast 1/4 in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.02

LEGAL DESCRIPTION

Permanent Limited Easement for the right to construct and maintain a private driveway access, 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 public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 100.00 feet to the south right-of-way of 60TH Street; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.33 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 299.48 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°08'26" East 299.48 feet to the point of beginning; thence South 89°58'51" East 60.00 feet; thence North 81°42'44" East 81.26 feet; thence South 89°58'51" East 85.00 feet; thence South 00°22'47" East 50.00 feet to the owners southerly property line; thence along said southerly property line North 89°58'51" West 97.32 feet; thence North 00°22'47" West 8.26 feet; thence North 89°58'51" West 128.57 feet to a point of curve; thence Northeasterly 30.00 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°22'58" East 30.00 feet to the point of beginning.

This parcel contains 0.21 acres, more or less.

Permanent Limited Easements for the right to construct and maintain a drainage facility, 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 public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section 1; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet to the point of beginning; thence Northwesterly 65.07 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears North 00°20'51" West 65.07 feet; thence South 89°59'49" East 362.84 feet to the West right-of-way line of Interstate Highway "94"; thence along said West right-of-way line South 00°23'26" East 65.07 feet to the owners South property line; thence along said South line North 89°59'49" West 362.89 feet to a point of curve to the point of beginning.

This parcel contains 0.54 acres, more or less.
As shown on 09-1024-4.02

Also, That part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 346.36 feet along an arc of a curve whose center lies to the West,

whose radius is 18044.00 feet and whose chord bears South 00°03'58" East 346.35 feet; thence North 00°29'02" East 93.55 feet to the point of beginning; thence South 79°41'08" East 193.35 feet; thence South 10°18'52" West 20.00 feet; thence North 79°41'08" West 189.88 feet; thence North 00°29'02" East 20.30 feet to the point of beginning.

This parcel contains 0.09 acres, more or less.
As shown on 09-1024-4.02

Also, That part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1719.22 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence South 80°45'57" East 109.45 feet thence South 59°34'31" East 44.05 feet; thence South 00°01'23" East 189.96 feet; thence South 06°38'21" East 304.84 feet to the point of beginning; thence continuing South 06°38'21" East 278.09 feet; thence South 00°36'57" East 420.65 feet; thence Southeasterly 345.21 along an arc of a curve whose center lies to the West, whose radius is 17984.00 feet and whose chord bears South 00°03'57" East 345.21 feet; thence South 00°29'02" West 324.56 feet; thence Southeasterly 412.51 feet along an arc of a curve whose center lies to the East, whose radius is 18016.00 feet and whose chord bears South 00°10'19" East 412.50 feet; thence South 00°49'41" East 248.91 feet to the Owners South property line; thence along said South line North 89°34'55" West 18.66 feet; thence North 03°10'34" East 52.36 feet; thence North 01°06'32" West 450.49 feet; thence North 03°22'03" West 50.19 feet; thence North 02°56'48" East 108.75 feet; thence North 01°02'47" West 224.66 feet; thence North 08°08'4" East 67.60 feet; thence North 00°19'16" West 377.89 feet; thence North 00°36'57" West 71.51 feet; thence North 05°11'23" West 75.24 feet; thence North 00°11'53" West 274.16 feet; thence North 04°49'38" West 277.46 feet; thence South 89°45'42" East 11.20 feet to the point of beginning.

This parcel contains 0.82 acres, more or less.
As shown on 09-1024-4.02

Temporary Limited Easements for the right to construct, cut and/or fill slopes, 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 public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1719.22 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence South 80°45'57" East 109.45 feet to the point of beginning; thence South 59°34'31" East 44.05 feet; thence South 00°01'23" East 189.96 feet; thence South 06°38'21" East 304.84 feet; thence North 89°45'42" West 11.20 feet; thence South 04°49'38" East 277.46 feet; thence South 00°11'53" East 274.16 feet; thence South 05°11'23" East 75.24 feet; thence South 00°36'57" East 71.51 feet; thence South 00°19'16" East 377.89 feet; thence South 08°08'04" West 67.60 feet; thence South 01°02'47" East 224.66 feet; thence South 02°56'48" West 108.75 feet; thence South 03°22'03" East 50.19 feet; thence South 89°58'47" West 10.00 feet; thence North 03°21'56" West 50.22 feet; thence North 05°34'04" East 109.14 feet; thence North 01°02'47" West 224.66 feet; thence North 03°54'04" East 67.12 feet; thence North 00°19'16" West 377.70 feet; thence North 00°36'57" West 71.51 feet; thence North 09°42'22" West 75.95 feet; thence North 00°36'57" West 303.50 feet; thence North 06°58'50" West 178.41 feet; thence North 00°10'43" East 212.99 feet; thence North 07°03'47" West 375.11 feet to the point of beginning.

This parcel contains 0.63 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet to the point of beginning; thence continuing South 89°17'19" East 34.82 feet; thence South 07°05'03" West 160.20 feet; thence South 00°01'23" East 483.98 feet; thence North 89°59'49" West 16.51 feet to a point of curve; thence Northeasterly 109.26 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears North 00°22'12" East 109.25 feet; thence Northeasterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord

bears North 00°23'54" East 103.65 feet; thence North 00°01'23" West 430.49 feet to the point of beginning.

This parcel contains 0.26 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 4.22 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°36'33" East 4.22 feet to the point of beginning; thence North 89°37'00" East 19.26 feet; South 01°04'49" West 295.44 feet; thence North 89°58'51" West 13.00 feet to a point of curve; thence Northwesterly 295.26 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°08'01" West 295.26 feet to the point of beginning.

This parcel contains 0.11 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 329.98 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°05'34" East 329.98 feet to the point of beginning; thence South 89°58'51" East 13.00 feet; thence South 07°52'36" East 116.97 feet; thence North 79°41'08" West 30.45 feet; thence North

00°29'02" East 93.55 feet; thence Northeasterly 16.92 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°27'26" East 16.92 feet to the point of beginning.

This parcel contains 0.06 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 346.36 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°03'58" East 346.35 feet; thence South 00°29'02" West 113.80 feet to the point of beginning; thence South 79°41'08" East 189.88 feet; thence South 10°18'52" West 10.00 feet; thence North 79°41'08" West 146.54 feet; thence South 06°40'44" West 194.60 feet to a point of curve; thence Southeasterly 410.68 feet along an arc of a curve whose center lies to the East, whose radius is 17936.00 feet and whose chord bears South 00°10'19" East 410.67 feet; thence South 00°49'41" East 250.64 feet; thence North 89°34'55" West 20.00 feet; thence North 00°49'41" West 250.21 feet; thence Northwesterly 411.14 feet along an arc of a curve whose center lies to the East, whose radius is 17956.00 feet and whose chord bears North 00°10'19" West 411.13 feet; thence North 00°29'02" East 210.72 feet to the point of beginning.

This parcel contains 0.49 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 727.48 feet; thence North 07°32'50" East 75.13 feet; thence North 04°35'41" West 99.62 feet; thence North 03°10'34" East 47.89 feet to the point of beginning; thence North 89°34'55" West 13.59 feet; thence North 01°15'43" East 88.99 feet; thence South 89°10'19" West 26.00 feet; thence North 00°49'41" West 40.00 feet; thence North 89°10'19" East 39.62 feet; thence South 01°06'32" East 77.00 feet; thence South 03°10'34" West 52.36 feet to the point of beginning.

This parcel contains 0.07 acres, more or less.
As shown on 09-1024-4.02

Also, a **Temporary Limited Easement** for the right to construct, cut and/or fill slopes and driveway, 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 public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way of 60th Street; thence continuing South 00°42'41" West 67.00 feet, thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 299.48 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°08'26" East 299.48 feet to the point of beginning; thence South 89°58'51" East 60.00 feet; thence North 81°42'44" East 81.26 feet; thence South 89°58'51" East 85.00 feet; thence South 00°22'47" East 42.00 feet; thence South 89°58'51" East 63.77 feet; thence South 00°22'47" East 8.00 feet to a southerly property line of the owner; thence along south southerly line North 89°58'51" West 161.08 feet; thence North 00°22'47" West 8.26 feet; thence North 89°58'51" West 128.57 feet to a point of curve; thence Northeasterly 30.00 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°22'58" East 30.00 feet to the point of beginning.

This parcel contains 0.22 acres, more or less.
As shown on 09-1024-4.02

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

U-4D

<p><i>City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030</i></p>	<p><u>FACT SHEET</u> Public Works Committee Finance Committee Common Council</p>	<p><i>October 18, 2010</i></p>
<p>Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project, District #17. (Gateway Center, LLC)</p>		

LOCATION:

Site: North of 71st Street on 122nd Avenue

NOTIFICATIONS:

The alderman of the district, Alderman Bogdala, 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 the signed Agreement for Purchase and Sale of Real Estate from Gateway Center, LLC for the property needed to complete the construction of the West Frontage Road.
- Acquisition is Land in Fee, Permanent and Temporary Easements. The purchase price is \$560,000.00.
- The Plat Map and legal descriptions are also attached.

RECOMMENDATION:

A recommendation is made to approve the Agreement as attached.


 Sharon Krewson, Real Estate Broker


 Rich Schroeder, Assistant City Planner

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
RE3012 LPA-8/97

THIS AGREEMENT, made and entered into by and between Gateway Center, LLC., hereinafter called SELLER, and the City of Kenosha, a Municipal Corporation, hereinafter called Buyer. IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

Seller and Buyer agree that Buyer is purchasing this property for transportation purposes within the meaning of s.32.05, Wis. Stats.

Seller warrants and represents to Buyer that Seller has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the Buyer is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shoreland or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and the Buyer agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Kenosha County, Wisconsin:

See attached legal descriptions

The purchase price of said real estate shall be the sum of Five Hundred Sixty Thousand and 00/100 Dollars

(\$ 560,000.00) Dollars payable as follows: Parcel 3A - Land in Fee (2.30 acres) \$477,421.00, Permanent Limited Easement (.53 acres) \$66,019.00, Temporary Limited Easement (1.24 acres) \$12,872.00 Parcel 3 B - Temporary Limited Easement (.21 acres) \$3,488.00 and Paving \$200.00.

Any delinquent general taxes shall be paid in full at the time of closing based on the current tax year and any previous years. Release of Mortgage from any lender(s) of record for the Land described is required prior to closing transaction.

Seller shall, upon payment of purchase price, convey the property by warranty deed, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and n/a

Legal possession of premises shall be delivered to Buyer by Temporary Right of Entry Easement prior to date of closing.

SPECIAL CONDITIONS: Upon closing of transaction of this agreement Seller agrees to waive his right to the provisions of Sections 32.05(9)(a) and 32.05 (11), Wisconsin Statutes to appeal for greater compensation as described in Section 32.05(7), Wisconsin Statutes. This is further contingent upon approval by the City of Kenosha Common Council on or before October 18, 2010, but no later than November 15, 2010.

This agreement is binding upon acceptance by Seller as evidenced by the signature of an authorized representative of

Seller. If this agreement is not accepted by Buyer within 30 days after seller's signature, this agreement shall be null and void.

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives,

heirs, executors, trustees and administrators.

THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. SELLER AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Michael J. [Signature]
(Witness)
September 30, 2010
(Date)

[Signature]
Mirreational Labs, Inc. Cary Stetson, Managing Partner & President (Seller)
(Seller)

The above agreement is accepted.

(Name)

(Signature)

(Print Name)

(Title)

Note: Must be signed by an authorized representative.

Project 09-1024

Parcel 3 A & 3 B

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Kenosha County, State of Wisconsin, described as follows:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows:
Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 644.07 feet; thence Southwesterly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 03°40'59" West 153.32 feet; thence South 05°24'35" West 349.27 feet; thence South 00°49'34" East 11.25 feet to the point of beginning; thence continuing South 00°49'34" East 179.78 feet; thence South 52°50'51" West 16.67 feet to a point of curve; thence Northerly 83.08 feet along an arc of a curve whose center lie to the East, whose radius is 406.00 feet and whose chord bears North 00°27'10" West 82.94 feet; thence North 05°24'35" East 103.79 feet; thence North 23°44'06" East 3.89 feet to the point of beginning.

This parcel contains 0.04 acres, more or less.

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Kenosha County, State of Wisconsin, described as follows:

That part of Lots 1, 2 and 3 of Certified Survey Map No. 2140 and Lands located in the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 644.07' feet to the point of beginning, said point also being a point of curve; thence Southwesterly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 03°40'59" West 153.32 feet; thence South 05°24'35" West 467.94 feet; thence Southeasterly 83.08 feet along an arc of a curve whose center lies to the East, whose radius is 406.00 feet and whose chord bears South 00°27'10" East 82.94 feet to the westerly right-of-way line of 122nd Avenue; thence along said Westerly line South 52°50'47" West 65.27 feet; thence along said Westerly line South 00°49'33" East 25.99 feet; thence along said Westerly line South 32°24'17" East 200.55 feet; thence along said Westerly line South 00°38'28" East 225.59 feet to the North right-of-way line of 71st Street; thence along said North line North 89°39'42" West 15.28 feet; thence Southwesterly along said North line 27.67 feet along an arc of a curve whose center lies to the South, whose radius is 1074.76 feet and whose chord bears South 89°37'59" West 27.67 feet; thence North 00°27'53" West 46.96 feet; thence North 04°49'33" West 37.96 feet; thence Northwesterly 135.35 feet along an arc of a curve whose center lies to the West, whose radius is 266.00 feet and whose chord bears North 19°24'10" West 133.89 feet; thence 197.18 feet along an arc of a curve whose center lies to the East, whose radius is 526.00 feet and whose chord bears North 23°14'24.5" West 196.03 feet; thence North 12°30'03" West 20.94 feet; thence Northwesterly 153.42 feet along an arc of a curve whose center lies to the East, whose radius is 477.00 feet and whose chord bears North 03°17'12" West 152.76 feet; thence North 24°42'28" East 193.80 feet; thence North 05°24'35" East 275.86 feet; thence Northeasterly 148.11 feet along an arc of a curve whose center lies to the West, whose radius is 2484.00 feet and whose chord bears North 03°42'06" East 148.09 feet to the North line of said 1/4 section; thence along said North line South 89°34'56" East 60.02 feet to the point of beginning.

This parcel contains 1.99 acres, more or less.

As shown on 09-1024-4.01

Tax No: 03-121-01-401-105, 03-121-01-401-106, 03-121-01-401-107

Also, that part of Lands in the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 644.07' feet to the point of

beginning; thence continuing on said South line North 89°34'56" West 60.02 feet to a point of curve; thence Northwesterly 122.32 feet along the arc of a curve whose center lies to the West, whose radius is 2484.00 feet and whose chord bears North 00°34'58" East 122.30 feet; thence North 00°49'41" West 99.34 feet; thence South 89°34'55" East 60.01 feet; thence South 00°49'41" East 98.03 feet to a point of curve; thence Southwesterly 123.62 feet along the arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 00°33'51" West 123.61 feet to the point of beginning.

This parcel contains 0.31 acres, more or less
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in North 495 feet of the Northeast 1/4 of the Southeast 1/4 of Section 1, in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in the South 221 feet of the Southeast 1/4 of the Northeast 1/4 in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in Parcel A of Certified Survey Map No. 211, a part of the

Southeast 1/4 of the Northeast 1/4 in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.02
Tax No: 03-121-01-101-110

Also, **Permanent Limited Easements** for the right to construct and maintain an drainage facility, 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 public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of Lot 3 of Certified Survey Map No. 2140 , being in the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 704.07 feet to the point of beginning, said point being a point of curve, thence Southwesterly 148.11 feet along the arc of a curve whose center lies to the west, whose radius is 2484.00 feet and whose chord bears South 03°42'06" West 148.09 feet; thence South 05°24'35" West 275.86 feet; thence South 24°42'28" West 137.74 feet; thence North 07°03'45" East 330.14 feet; thence North 07°32'50" East 222.00 feet to the said North line of said 1/4 section; thence along said North line South 89°34'56" East 23.39 feet to the point of beginning.

This parcel contains 0.40 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27 feet; thence South 20°39'03" East 33.90 feet; thence South 03°46'21" West 351.21 feet; thence South 26°17'39" West 46.72 feet to the point of beginning; thence South 23°44'06" West 83.48 feet; thence South 89°38'02" West 5.12 feet; thence North 05°24'35" East 48.73 feet; thence North 23°44'06" East 39.31 feet; thence South 66°15'54" East 20.00 feet to the point of beginning.

This parcel contains 0.03 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 704.09 feet to the point of beginning; thence continuing along said South line North 89°34'56" West 23.39 feet; thence North 07°32'50" East 75.13 feet; thence North 04°35'41" West 99.62 feet; thence North 03°10'34" East 47.89 feet to the owners north property line; thence along said north property line South 89°34'55" East 18.66 feet; thence South 00°49'41" East 99.34 feet to a point of curve; thence Southerly 122.32 feet along the arc of a curve whose center lies to the West, whose radius is 2484.00 feet and whose chord bears South 00°34'58" West 122.30 feet to the point of beginning.

This parcel contains 0.10 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, **Temporary Limited Easements** for the right to construct, cut and/or fill slopes, 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 public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27 feet to the point of beginning; thence South 20°39'03" East 33.90 feet; thence South 03°46'21" West 351.21 feet; thence South 26°17'40" West 46.72 feet; thence North 66°15'54" West 20.00 feet; thence South 23°44'06" West 39.31 feet; thence North 05°24'35" East 300.53 feet to a point of curve; thence Northeasterly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears North 03°40'59" East 153.32 feet to the North line of said section; thence along said North line South 89°34'56" East 27.80 feet to the point of beginning.

This parcel contains 0.41 acres, more or less.
As shown on 09-1024-4.01

Tax No: 03-121-01-401-107

Also, that part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 644.07 feet to a point of curve, thence Southerly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 03°40'59" West 153.32 feet; thence South 05°24'35" West 349.27 feet; thence North 89°38'02" East 5.12 feet to the point of beginning; thence North 23°44'06" East 53.14 feet; thence South 00°59'43" West 48.52 feet; thence South 89°38'02" West 20.55 feet to the point of beginning.

This parcel contains 0.01 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of Lot 3 of Certified Survey Map No. 2140 , being in the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 727.48 feet to the point of beginning, thence South 07°32'50" West 222.00 feet; thence South 07°03'45" West 330.14 feet; thence South 24°42'28" West 56.05 feet to a point of curve; , thence Southeasterly 153.42 feet along an arc of a curve whose center lies to the East, whose radius is 477.00 feet and whose chord bears South 03°17'12" East 152.76 feet; thence North 18°18'53" West 144.06 feet; thence North 08°57'20" East 402.80 feet; thence North 01°06'34" East 147.44 feet; thence North 27°16'11" East 77.95 feet to the North line of said section; thence along said North line South 89°34'56" East 28.42 feet to the point of beginning.

This parcel contains 0.66 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 727.48 feet to the point of beginning; thence continuing along said South line North 89°34'56" West 28.42 feet; thence North 27°16'11" East 83.56 feet; thence North 11°23'44" West 101.12 feet; thence North 01°15'43" East 48.10 feet to the owners North property line; thence along said North property line South 89°34'55" East 13.59 feet; thence South 03°10'34" West 47.89 feet; thence South 04°35'41" East 99.62 feet; thence South 07°32'50" West 75.13 feet to the point of beginning.

This parcel contains 0.05 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, that part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27 feet to the point of beginning; thence continuing along said South line North 89°34'56" West 27.80 feet to a point of curve; thence Northerly 123.62 feet along the arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears North 00°33'51" East 123.61 feet; thence North 00°49'41" West 98.03 feet to the owners North property line; thence along said North property line South 89°34'55" East 10.00 feet; thence South 00°49'41" East 97.82 feet to a point of curve; thence Southerly 79.72 feet along the arc of a curve whose center lies to the East, whose radius is 2554.00 feet and whose chord bears South 00°03'58" West 79.71 feet; thence South 20°39'03" East 47.28 feet to the point of beginning.

This parcel contains 0.06 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, **Temporary Limited Easements** for the right to construct, cut and/or fill slopes and driveway, 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 public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of Parcel "A" of Certified Survey Map No. 211, being in the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.62 feet; thence South 00°42'41" West 100.00 feet to the South right-of-way line of 60th Street; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'08" West 174.32 feet to the point of beginning; thence South 89°59'49" East 15.00 feet; thence South 00°36'57" East 203.34 feet; thence North 89°23'03" East 93.00 feet; thence South 00°36'57" East 50.00 feet; thence South 89°23'03" West 93.00 feet; thence South

00°36'57" East 50.78 feet; thence South 89°37'00" West 15.00 feet; thence North 00°36'57" West 304.22 feet to the point of beginning.

This parcel contains 0.21 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-110

The above easements are to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

October 8, 2010

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

FROM: Michael M. Lemens, P.E. *ML* 10-8-10
Director of Engineering/City Engineer

SUBJECT: Project Status Report

- Project #07-1110 Storm Water Utility** – Staff continues to work with Stand Associates, the engineering firm engaged to study storm sewers in the Forest Park area, and has asked for a number of items that staff need to be refined. Staff is continuing plan review activities. Staff is preparing for a mini-sewer project to pick up sump pump lines. (17, Citywide)
- Project #09-1017 – 38th Street Bridge Reconstruction (ARRA) Kilbourn Road Ditch to Gordon Foods (Phase II)** – [Zenith Tech] The bridge is being constructed with ARRA funds. Work is in progress. The old bridge has been removed and the new bridge is under construction. Both abutments have been constructed, and the contractor is beginning work on the upper portions of the structure. (16)
- Project #09-1020 - 38th Street Reconstruction from I-94 East Frontage Road to Kilbourn Road Ditch (Phase III)** – [Michels Construction] Work is nearing completion, except for lighting system and final restoration. (16)
- Project #09-1024 - I-94 West Frontage Road from CTH K (60th Street) to 71st Street** – [Super Western] Contract work is started. Due to the late start necessitated by the delay in acquiring the R/W, it is not very likely that the project can be completed before the end of the year. The R/W conveyances will go to Common Council at their next meeting. (17)
- Project #09-1025 (ARRA) - 80th Street from 30th Avenue to 39th Avenue** – [Payne & Dolan] This is a state project. Work is complete. (13, 14)
- Project #09-1028 (ARRA) - 30th Avenue from 80th Street to 89th Street** – [Payne & Dolan] This is a state project. Work is complete. (9, 13, 14)
- Project #09-1207 – Street Division Salt Shed** - Bid opening was Friday, August 6, 2010. Bids were over the budgeted amount, and bids were rejected. The project will have to re-advertised. (11)
- Project #09-1410 Pool Drain Replacement** – Replacement to meet requirements of the Virginia Graham Baker Act. Washington Park is complete, and Anderson Park work will be this fall. (6, 9)
- Project #09-1443 and 08-1443 – Bike Path Extensions** – Project design is nearly complete. WisDOT backed off on their request for an additional environmental report. (16)
- Project #10-1015 - Resurfacing Phase II** - [Cicchini] Work is in progress. (6, 16)
- Project #10-1016 - Resurfacing Phase III** - [Cicchini] Work is in progress. (5, 6, 11, 17)
- Project #10-1013 – Resurfacing CDBG Projects** – [Payne & Dolan] Work is in progress. (8, 12)
- Project #10-1017 - New Road Construction and Reconstruction (27th Street and 39th Avenue)** [Payne & Dolan] Work is in progress. 27th Street complete. The concrete mainline has been placed, and curb work started this week. (5)
- Project #10-1111 - Emergency Multi-Plate Storm Sewer Repair** – [DK Contractors] Work is complete. SWU staff has prepared an RFP to inspect and analyze the whole pipe. (2)
- Project #10-1208 – Sidewalk and Curb and Gutter Repair** – [Azar] Work is in progress. (Citywide)
- Project #10-1541 – KPM HVAC Rooftop Compressor Replacement** – [Grunau] - Work is complete. (2)
- Project #08-1226 – Wetland Mitigation Bank** – [Wetland and Waterway Consulting, LLC] Work is in progress. Site has been planted with a cover crop. Drain tile removal and actual planting with wetland plants will happen next spring.
- Project #09-1026 - 14th Avenue from 25th Street to 31st Street** – [A.W. Oakes] This is a state letting. Work is expected to start soon, with an interim completion by late November. (1)
- Project #09-1210 – MOB Parking Lot Improvements** – [Cicchini] Work is nearly complete. (2)
- Project # 10-2002 – Overpass Painting** – [Mill Coatings] Work is complete. Rustoleum donated the paint. (2, 3, 8)

Design Work – Staff is working the following projects:

- 39th Avenue from 24th Street to 18th Street with assistance from SEH
- Miscellaneous Bike Path projects
- Lakefront Water Feature (Beaver Pond) with assistance from Bonestroo
- Washington Park Restroom/Concession Stand replacement with assistance from GRAEF
- Parks Field Office Building tuckpointing and painting
- Southport Park Beach house ADA Ramp