

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, NOVEMBER 3, 2014
ROOM 202
5:30 P.M.**

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

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

Approval of minutes of regular meeting held on October 20, 2014.

1. Approval of the Limited Easement and Agreement By and Between City of Kenosha and Asyst Technologies, LLC. **(District 16)**
2. Award of Professional Service Contract for Project 14-1417 Parkway Tree Removal Phase II to Droprite Tree & Landscape LLC (Somers, Wisconsin) in the amount of \$89,000. *(Park Commission approved 5-0)*
3. Petition to vacate a portion of 55th Street right-of-way west of 22nd Avenue. (City of Kenosha/Juliana) **(District 7)** *(City Plan Commission approved 8-0)*

INFORMATIONAL:

1. Public Staff
2. Project Status Report

CITIZENS COMMENTS/ALDERMAN COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC
WORKS COMMITTEE

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

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

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, OCTOBER 20, 2014
5:30 P.M.

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Rhonda Jenkins
Patrick Juliana

The regular meeting of the Public Works Committee was held on Monday, October 20, 2014 in Room 202 of the Municipal Building. The following members were present: Acting Chairman Jan Michalski, Aldermen Steve Bostrom, Rhonda Jenkins, and Patrick Juliana. Aldermen Eric Haugaard and Scott N. Gordon were excused. The meeting was called to order at 5:33PM. Staff members in attendance were Mike Lemens, Shelly Billingsley and Alderman Jack Rose.

Approval of minutes of regular meeting held on October 6, 2014.

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

1. Request from Kenosha Lumber (1325 56th Street) to pave lawn park area. **(District 2)** James Anderson, 8990 Lakeshore Drive, Pleasant Prairie, spoke and was available to answer questions. *It was moved by Alderman Jenkins, seconded by Alderman Juliana to approve. Motion passed 4-0.*
2. Award of Contract for Project 13-1419 Anderson Park Fishing Pier (8730 22nd Avenue) to NuGen Johnson, LLC (Sussex, Wisconsin) in the amount of \$109,000. (Park Funds only) **(District 9)** *(Park Commission approved 5-0)*
It was moved by Alderman Juliana, seconded by Alderman Jenkins to approve. Motion passed 4-0.
3. Award of Contract for Project 14-1120 Eichelman Park Beach Water Quality Improvements Phases I & II (6125 3rd Avenue) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$395,000. (Stormwater Funds only) **(District 2)** *(also referred to Park Commission and Stormwater Utility Committee)*
It was moved by Alderman Jenkins, seconded by Alderman Juliana to approve. Motion passed 4-0.
4. Award of Contract for Project 14-1215 74th Street & 123rd Avenue Street Lighting to WIL-surge Electric, Inc. (Milwaukee, Wisconsin) in the amount of \$52,000. **(District 16)**
It was moved by Alderman Jenkins, seconded by Alderman Juliana to approve. Motion passed 4-0.
5. Set date and time for 2015 Budget Review.
It was moved by Alderman Jenkins, seconded by Alderman Juliana to set the meeting for October 30, 2014 at 6:30PM. Motion passed 4-0.

INFORMATIONAL:

1. School Zone Signage / No Phone Zone Signage – *Shelly explained the process of installing signage.*
2. Project Status Report – *Alderman Bostrom asked about resurfacing on 18th Avenue. Shelly gave him an update.*

CITIZENS COMMENTS

- Margaret Heller, 217 69th Street, passed out a copy of a study done on the Southport Beach House regarding building upgrades. She stated that this study was given to the Southport Beach House Citizen Committee by the Mayor. She also spoke about the roof replacement project and using asphalt shingles vs. slate.
- Greg Kishline, 8638 32nd Avenue, also spoke about repairs to the Southport Beach House. He feels the roof does not need to be replaced and only needs routine maintenance. He feels the Aldermen are not listening to citizens regarding repairs to the Beach House.

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 6:01PM.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

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

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

October 31, 2014

To: Eric Haugaard, Chairman,
Public Works Committee

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

Subject: ***Limited Easment and Agreement by and between City of Kenosha and Asyst Technologies, LLC***

BACKGROUND/ANALYSIS

The City Attorney's office has prepared an easement and agreement by and between Asyst Technologies, LLC and the City. Staff has reviewed the agreement and has no objections.

RECOMMENDATION

Staff recommends approval.

**LIMITED EASEMENT AND
AGREEMENT BY AND BETWEEN
CITY OF KENOSHA AND ASYST
TECHNOLOGIES L.L.C.**

Document Number

Document Title

This space is reserved for recording data

Return to

**City of Kenosha
Attn: Director of Public Works
625 56th Street, Room 305
Kenosha, WI 53140**

Parcel Identification Number/Tax Key Number:

08-222-32-370-145

08-222-32-375-125

**LIMITED EASEMENT AND AGREEMENT
By And Between**

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

And

**ASYST TECHNOLOGIES L.L.C.,
An Illinois Limited Liability Company**

This Easement and Agreement (this “**Easement and Agreement**”) made by and between the **CITY OF KENOSHA**, a Wisconsin municipal corporation, hereinafter referred to as “**Grantor**” and **ASYST TECHNOLOGIES L.L.C.**, an Illinois limited liability company, hereinafter referred to as “**Grantee**”.

Grantor, in consideration of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee for a period of twenty (20) years (“**Initial Term**”) a non-exclusive easement in, to and under and across that certain portion of the real property legally described on, and as shown on **Exhibit A**, attached hereto and by this reference incorporated herein (the “**Easement Area**”) to install, construct, expand, replace, maintain, and repair underground cable (hereinafter “**Permitted Work**”) for the purposes of technology/data use over, across, through, and under the Easement Area, together with the right to excavate and refill ditches and/or trenches, install appurtenances, and the further right to remove trees, bushes, undergrowth and remove other structures and obstructions interfering with the Permitted Work, but only to the extent such structures or obstructions are within the Easement Area. Upon completion of the Initial Term, the easement granted herein shall be automatically extended for a period of ten (10) years (“**Extension Term**”) unless Grantee gives Grantor written notice of the intent to terminate the easement within ninety (90) days of the end of the Initial Term. The Initial Term and the Extension Term (if any) shall be referred to collectively herein as the “**Term**”. Notwithstanding the foregoing, the easement granted herein shall terminate prior to completion of the Term upon (1) the vacation by Grantee of either or both of the two (2) properties (Parcel Nos. 08-222-32-370-145 or 08-222-32-375-125) served by the easement, and the failure of Grantee and/or the successor owner of such vacated parcel(s), as applicable, to provide Grantor with written notice evidencing a commercially reasonable need for such easement to remain in place, or (2) the discontinued use of the underground cable.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area including, but not limited to, requesting Grantee, upon ninety (90) days’ prior written notice, to relocate the Easement Area or reposition the underground cable therein in the event Grantee’s use interferes with the installation of other utilities or the modification/relocation of the right of way upon which the easement is granted.

Grantee shall notify Grantor prior to commencing any Permitted Work that disturbs or modifies the Easement Area, except in the case of an emergency (in which case Grantee shall notify Grantor as soon as possible), and Grantee shall coordinate that activity with Grantor. Grantee shall endeavor to perform the Permitted Work in a manner that will not unreasonably interfere with the access of other tenants located in the Business Park of Kenosha.

For the purpose of performing Permitted Work, Grantee shall have the right to enter, pass over and use the Easement Area and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of non-hazardous materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work, but upon completion of any such work, shall restore the Easement Area and surrounding property to the condition in which it existed prior to such work. Grantee shall not unreasonably obstruct Grantor's access to the Easement Area. Grantee shall have the obligation to maintain and repair all facilities it installs in the Easement Area.

Grantee shall perform any work contemplated by this Easement and Agreement in an orderly, workmanlike manner with reasonable care, skill and diligence and in compliance with all applicable laws, orders regulations and ordinances. Grantee shall keep the Easement Area free of all liens filed in connection with any work performed by Grantee on the Easement Area.

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

GRANTEE:

Asyst Technologies L.L.C.
5811 99th Avenue
Kenosha, WI 53144

With a copy to:

GRANTOR:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Public Works
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

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

Grantee shall indemnify Grantor, Grantor's officers, employees and agents (collectively "Grantor's Indemnified Parties") for acts of negligence and intentional acts of Grantee or any of its agents, employees or contractors in connection with this Easement and Agreement.

Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Upon the vacation by Grantee of either or both of the two (2) properties (Parcel Nos. 08-222-32-370-145 or 08-222-32-375-125) served by the easement granted herein, Grantee shall have the right, during the Term, to assign, in whole or in part, the easement granted herein to the successor owner of such vacated parcel(s) upon the provision to Grantor of written notice from Grantee and/or such successor owner, as applicable, evidencing a commercially reasonable need for such easement to remain in place. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce the Easement and Agreement at law or in equity.

SIGNATURE PAGES FOLLOW

GRANTEE:

ASYST TECHNOLOGIES L.L.C.
An Illinois Limited Liability Company

BY: [Signature]
GEROLD HACKENBRACHT, President

Date: 10/10/2014

STATE OF WISCONSIN)

:SS

COUNTY OF KENOSHA)

Personally came before me this 10 day of October, 2014, GEROLD HACKENBRACHT, President of ASYST TECHNOLOGIES L.L.C., an Illinois limited liability company, to me known to be such President of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.



[Signature]

Notary Public, Kenosha County, WI.

My commission expires/is: July 17, 2016

LEGAL DESCRIPTION OF THE CENTERLINE OF A PROPOSED 10' EASEMENT IN THE PUBLIC RIGHT OF WAY OF 99TH AVENUE NORTH OF 58TH PLACE.....

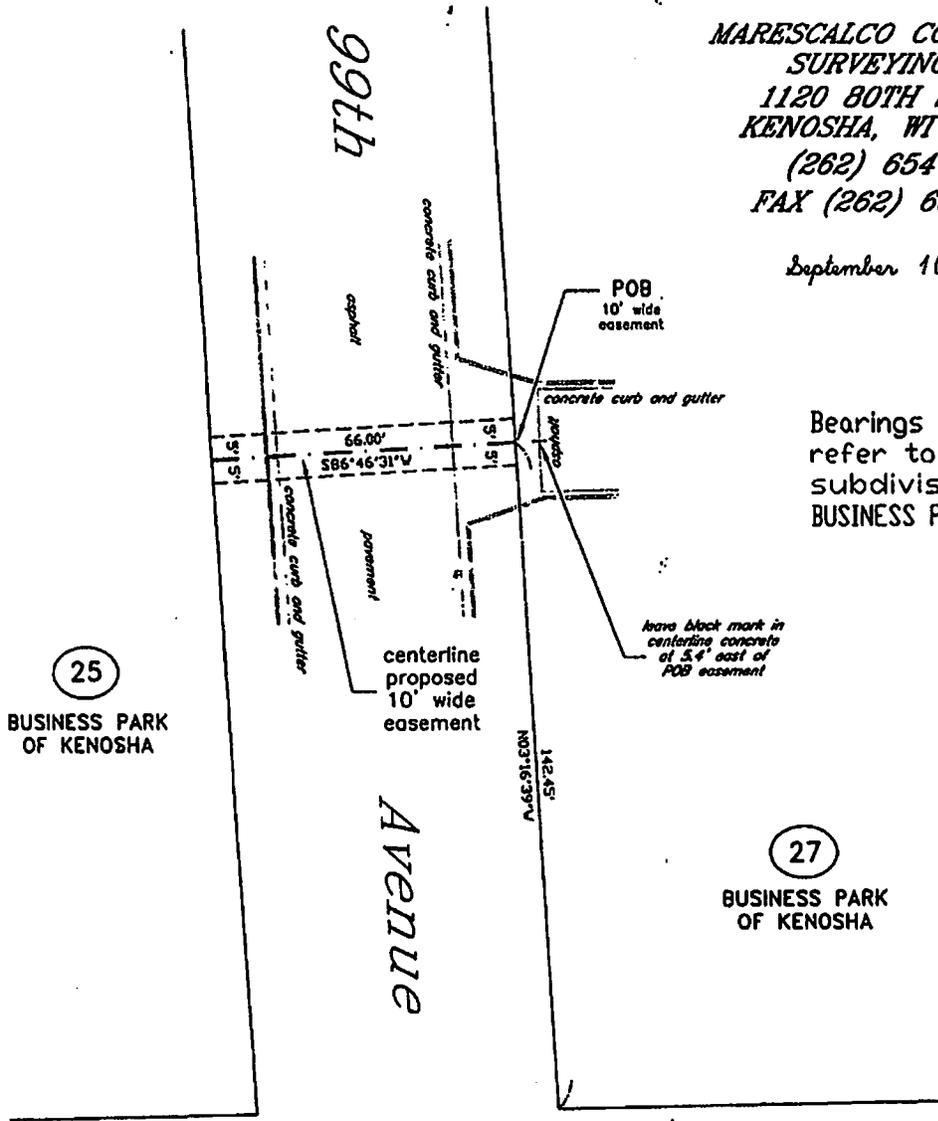
Part of the Southwest Quarter of Section 32, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of Lot 27 in BUSINESS PARK OF KENOSHA, a plat of record and on field at the Kenosha County Land Registry; said point of commencement is the northeast corner of 58th Place and 99th Avenue; thence N03°16'39"W along and upon the east line of said 99th Avenue, 142.45 feet and to the point of beginning of a proposed 10 foot wide easement; thence S86°46'31"W 66.00 feet and to the west line of the aforesaid 99th Avenue and the end of said easement.

MARESCALCO COUNTYWIDE
SURVEYING, INC.
1120 BOTH STREET
KENOSHA, WI 53143
(262) 654 6809
FAX (262) 654 1120

September 10, 2014

Bearings shown hereon,
refer to the recorded
subdivision plat of
BUSINESS PARK OF KENOSHA.



have black mark in centerline concrete of 5.4' east of POB easement

Scale
1" = 40'



58th Place



ENGINEERING DIVISION
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CITY ENGINEER
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October 23, 2014

To: Eric J. Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Subject: **Professional Service Contract for Parkway Tree Removal Phase II
Project #14-1417**

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received four proposals to complete the Parkway Tree Removal Phase II Contract for 2014. Staff has reviewed the proposals and has chosen Droprite Tree & Landscape, LLC, based on their references, experience and standard quoted rates.

Contractor	Proposal Amount
Droprite Tree & Landscape, LLC, Somers, WI	\$81,311.00
Asplundh Tree Expert Co., Schofield, WI	\$84,346.50
Lakeside Tree Care, Kenosha, WI	\$96,050.00
Arbor Images, Inc., Burlington, WI	\$108,050.00

The 2014 tree removal list contract includes removing approximately 216 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Droprite Tree & Landscape, LLC (Somers, Wisconsin) for \$89,000 to include their quote of \$81,311 with \$7,689 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal/Emerald Ash Borer Program.

SAB/kjb

2014 CONTRACT TO REMOVE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**DROPRITE TREE & LANDSCAPE SERVICE, LLC
a Wisconsin Limited Liability Company**

TOTAL CONTRACT AWARD NOT TO EXCEED \$89,000.00

CONTRACT AMOUNT: \$81,311.00

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:
NOT TO EXCEED \$7,689.00**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the “**CITY**”, and **DROPRITE TREE & LANDSCAPE SERVICE, LLC**, a Wisconsin limited liability company, located at 7709 12th Street, Somers, Wisconsin 53171, hereinafter referred to as the “**CONTRACTOR**”.

WITNESSETH:

WHEREAS, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

1. DEFINITIONS.

- a. “**CONTRACT**” means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean **DROPRITE TREE & LANDSCAPE SERVICE, LLC** and any subcontractors approved by the **CITY**.
 - c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
 - d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
 - e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, basal sprouts, brush, vines, weeds and debris removal within five feet (5') from outside of the trunk.
 - f. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
 - g. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
 - h. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.
2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Eighty-One Thousand Three Hundred Eleven dollars and 00/100 cents (\$81,311.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Seven Thousand Six Hundred Eighty-Nine and 00/100 cents (7,689.00) In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.
3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until this Contract is terminated. The **CONTRACTOR** shall complete the removal process with respect to each tree within five (5) working days of the start of the removal process.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be

completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
 - a. Respecting the Work, until completion and acceptance, or December 31, 2012, whichever is earlier.
 - b. Respecting the Warranty, until expiration of the warranty term.
 - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary

injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

- 10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
- 11. WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
- 13. CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
- 14. WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
- 15. CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
- 16. GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.

17. LAWS, RULES AND REGULATIONS. The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. SANITATION AND HEALTH. The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.

20. INSPECTION. The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.

22. UTILITIES. The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.

23. CLEANUP. The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process of a specified tree, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of Three Hundred Dollars (\$300.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.
- b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

Commercial General Liability:

- \$1,000,000 Each occurrence
- \$2,000,000 General Aggregate

Automobile Liability: (owned, non-owned, leased)

- \$1,000,000 Bodily Injury (per person)
- \$1,000,000 Bodily Injury (per accident)
- \$200,000 Property Damage (per accident)

OR

- \$1,000,000 Combined Single Limit (each accident)

Umbrella Liability:

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

Workers Compensation:

- Statutory Limits
- \$100,000 Employer Liability, Each Accident
- \$100,000 Employer Liability, Disease, Each Employee
- \$500,000 Employer Liability, Disease, Policy Limit

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

The **CITY** shall be named as an additional insured with respect the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect the insurance coverages listed above.

- 34. COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.
- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

DROPRITE TREE & LANDSCAPE SERVICE, LLC
7709 12th Street
Somers, Wisconsin 53171

40. EXECUTION AUTHORITY. The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

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

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

BY: _____
MIKE LEMENS, Director,
Department of Public Works

Date: _____

BY: _____
DIRK NELSON, City Forester

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, **MIKE LEMENS, Director of Public Works, and DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

CITY OF KENOSHA, WISCONSIN
PARK DIVISION
PROPOSAL FOR PARKWAY TREE REMOVAL
Project No. 14-1417

City of Kenosha
625 - 52nd Street, Room 305
Kenosha, Wisconsin 53140

Department of Public Works:

PROPOSALS DUE: October 22nd, 2014 by 2:00 P.M.

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following Proposal to remove said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Line 1: Estimated Number of Trees is **216** Trees (includes removal, stump grinding, topsoil & seed)

\$ 81,261 Lump Sum =
Line 2: Street Occupancy Permit Allowance = \$ 50.00
Total: (Line 1 + Line 2) = \$ 81,311

All work shall be completed no later than December 31, 2014 subject to liquidated damages of One hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- \$ 40.00 (per tree, top soil and seed)
- \$ 14.00 per inch (from 1" to 16")
- \$ 15.00 per inch (from 17" to 29")
- \$ 18.00 per inch (from 30" to 35")
- \$ 22.00 per inch (from 36" to 56")

Measure at fifty-four (54") inches above ground level.

The effective date of the contract will be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Cash Discount Terms:

_____ % _____ Days, Net

Net 15 Days

Date: _____

Respectfully submitted,

Firm: Droprite Tree and Landscape LLC

Signature: Daniel Teesman

Title: Manage Member

Address: P.O. Box 163 Somers WI 53101

Phone: 262 989-6611

Fax: 262 859-0369

Optional: (For informational purposes ONLY)

AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID

STATE OF WI)
COUNTY OF Kenosha) :SS

Daniel Tessmann, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such bidder, and this deponent is authorized to make them.

[Fill out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of _____, and its President is _____, its Secretary is _____, and it does have a corporate seal.

The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out the last sentence, if applicable.]

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of WI. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____ General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual; and if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows:
P.O. Box 163 Somers WI 53171

TELEPHONE NUMBER: 262 989-6611

STATUTORY SWORN STATEMENT

Daniel Tessmann, also deposes and says he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspections at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal]
Signed: Daniel Tessmann
Typed Name: Daniel Tessmann
Title: Managing Member
Date: 10/22/14

STATE OF Wisconsin)
COUNTY OF Kenosha) :SS
Subscribed and sworn to before me
This 2nd day of October, 2014.
Notary Public, Diane S. Miles County, Wisconsin
My Commission Expires / is: 3/15/15

Diane S. Miles

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 23, 2014	Item 1
Petition to vacate a portion of 55th Street right-of-way west of 22nd Avenue. (City of Kenosha/Juliana) (District #7) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Portion of 55th Street, immediately west of 22nd Avenue
 Zoned: RG-2 General Residential

NOTIFICATIONS/PROCEDURES:

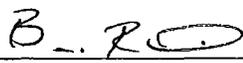
The Vacation has been initiated by a Resolution of the Common Council. A Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified by Certified Mail. A Class III notice will be published by Community Development & Inspections for the Common Council meeting. The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

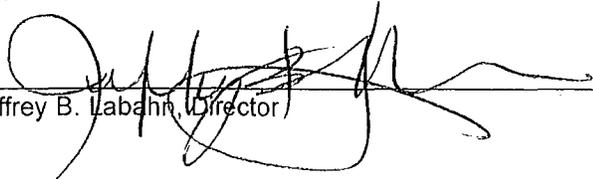
ANALYSIS:

- Several years ago, the 55th Street pavement, west of 22nd Avenue was redirected south to match the centerline of 55th Street, east of 22nd Avenue. Land for right-of-way was acquired from the property to the south to accommodate this redirection. However, the right-of-way for the previous alignment of 55th Street remains, even though the pavement was realigned.
- This vacation is to vacate the portion of the unused right-of-way that was left over after the realignment.
- By State Statutes, a portion of the vacated right-of-way would attach to the property to the north, and a portion would attach to the property to the south. Since the City owns property on both sides of the right-of-way, the City will Quit Claim the portion of the right-of-way that goes with the south property to the north property.
- City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

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


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

RESOLUTION TO VACATE A PORTION OF 55TH
STREET FROM ITS LIMITS AT THE WEST SIDE
OF 22ND AVENUE. DISTRICT 7
[CITY OF KENOSHA//JULIANA]

Document Number

Document Title

Please see attached:

This space is reserved for recording data

Return to

Jonathan A. Mulligan
Office of the City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140

Parcel Identification Numbers

09-222-36-410-011

09-222-36-410-012

09-222-36-476-024

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

TO VACATE A PORTION OF 55th STREET FROM ITS LIMITS
AT THE WEST SIDE OF 22nd AVENUE
DISTRICT 7 [CITY OF KENOSHA/JULIANA]

WHEREAS, the public interest requires the vacation of a portion of 55th Street from its limits at the west side of 22nd Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, a portion of 55th Street legally described on attached Exhibit A and shown on attached Exhibit B be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as "Utilities"), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Utilities shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or be entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by Utilities to effectively use their easements, although Utilities shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights.

IT IS FURTHER UNDERSTOOD that the area vacated will belong to the abutting property owners according to law.

BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include

Exhibit A

Legal Description of Property

A portion of 55th Street right-of-way as platted as *Pearl Street* in Blocks 9 and 16 of Bain's Subdivision, lying westerly of the west line of 22nd Avenue extended; lying southerly and adjacent to Lot 7 in said Block 9; and being more particularly described as: commencing at the southeast corner of Lot 7 in Block 9 of Bain's Subdivision, a subdivision of record and on file in the Kenosha County Register of Deeds office; thence westerly along the south line of said Block 9 a distance of 16.00 feet to the Point of Beginning; thence continuing westerly along the south line of said Lot 7 a distance of 127.00 feet to the southwest corner of said Lot 7; thence southeasterly along the arc of a circular curve which is concave southeasterly, 107.92 feet, said curve having a radius of 175.93 feet, a central angle of 35°10'8.6", and a chord which bears S73°3'41"E a distance of 106.23 feet to a point of reverse curvature; thence southeasterly along the arc of a circular curve which is concave northeasterly, a distance of 26.95 feet, said curve having a radius of 43.93 feet, a central angle of 35°9'2.1", and a chord which bears S73°3'41"E a distance of 26.53 feet; thence northerly parallel to and 16.00 feet west of the west line of 22nd Avenue extended, which line is also here the Range line separating Ranges 22 and 23 of the Fourth Principal Meridian, a distance of 40.08 feet to the Point of Beginning, containing 1,997.29 square feet (0.046 acres) of land, more or less. All located in the Southeast ¼ of Section 36, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, County of Kenosha, State of Wisconsin.

Exhibit B

City of Kenosha

District Map
Vacation

Supplement No. _____

Ordinance No. _____

City of Kenosha petition

54TH ST

23RD AVE

22ND AVE

55TH ST

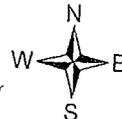
09-222-36-410-011

09-222-36-410-012

09-222-36-476-024



Portion of street requested to be vacated



0 25 50 75 100 Feet

LIS PENDENS
STATE OF WISCONSIN

Document Number

PLEASE TAKE NOTICE that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in a portion of the street, more particularly described as follows:

A portion of 55th Street right-of-way as platted as *Pearl Street* in Blocks 9 and 16 of Bain's Subdivision, lying westerly of the west line of 22nd Avenue extended; lying southerly and adjacent to Lot 7 in said Block 9; and being more particularly described as: commencing at the southeast corner of Lot 7 in Block 9 of Bain's Subdivision, a subdivision of record and on file in the Kenosha County Register of Deeds office; thence westerly along the south line of said Block 9 a distance of 16.00 feet to the Point of Beginning; thence continuing westerly along the south line of said Lot 7 a distance of 127.00 feet to the southwest corner of said Lot 7; thence southeasterly along the arc of a circular curve which is concave southeasterly, 107.92 feet, said curve having a radius of 175.93 feet, a central angle of 35°10'8.6", and a chord which bears S73°3'41"E a distance of 106.23 feet to a point of reverse curvature; thence southeasterly along the arc of a circular curve which is concave northeasterly, a distance of 26.95 feet, said curve having a radius of 43.93 feet, a central angle of 35°9'2.1", and a chord which bears S73°3'41"E a distance of 26.53 feet; thence northerly parallel to and 16.00 feet west of the west line of 22nd Avenue extended, which line is also here the Range line separating Ranges 22 and 23 of the Fourth Principal Meridian, a distance of 40.08 feet to the Point of Beginning, containing 1,997.29 square feet (0.046 acres) of land, more or less. All located in the Southeast ¼ of Section 36, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, County of Kenosha, State of Wisconsin.

Recording Area

Name and Return Address:

Brian Wilke
Community Development & Inspections
625 52nd Street - Room 308
Kenosha, WI 53140

Parcel Identification Number (PIN)

09-222-36-410-011, 09-222-26-410-012

09-222-36-476-024.

Dated at Kenosha this 1st day of Oct., 2014



Rich Schroeder, Deputy Director, Community Development & Inspections

Personally came before me this 1st day of Oct., 2014, Rich Schroeder, Deputy Director of Community Development & Inspections, and acknowledged to me that he executed the foregoing instrument as such Deputy Director of Community Development & Inspections of the City of Kenosha by its authority.



Franca A. Carls
Notary Public, Kenosha County, Wisconsin

My commission expires: 5/21/2017

Drafted By: Department of Community Development & Inspections

October 30, 2014

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

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

SUBJECT: Public Works Project Status Report

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #10-1126 - Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Technical Memo has been submitted to DNR and Army Corp waiting response. (16)
- Project #11-1128 - Multi-Plate Pipe Storm Sewer Inspection and Evaluation** - [Ruekert-Mielke] Staff is working with consultant on recommendations and cost estimates. (2 and 7)
- Project #11-2013 - Harbor and Marina Dredging** - [Shoreline Builders] Waiting for close out documents (2).
- Project #12-1430 - Alford Park Warehouse Demolition** - [Earth Construction] Waiting for close out documents (1)
- Project #13-1012 - Resurfacing I** - [Stark] Waiting for Closeout Documents [Lincoln Road intersection at 28th Avenue, Lincoln Road intersection at 22nd Avenue, 70th Street from 39th Avenue to 40th Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 -CDBG Resurfacing** - [Stark] Waiting for Punchlist Completion [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)
- Project #13-1016 Resurfacing III** - [Cicchini] Waiting for Closeout Documents [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1208 - Sidewalk and Curb and Gutter** - [AW Oakes] Waiting Closeout Documents. (Stormwater Utility funding also) (Citywide)
- Project #14-1012 - Resurfacing Phase I** - [Payne & Dolan] Storm Sewer work, Removals, milling and concrete are complete. Binder is complete on all roads while awaiting new manhole risers before asphalt surface [18th Avenue from 67th to 69th Street, 68th Avenue from 52nd Street to 1000' North and 51st Street from 68th Avenue to 700' West] (12, 16)
- Project #14-1014 - Concrete Street Repairs** - [Cornerstone] Project started on October 29, 2014. Project is anticipated to be complete by November 11, 2014. [80th Street from 22nd Avenue to 25th Avenue and 39th Avenue at 46th Street] (10,13)
- Project #14-1015 - 39th Avenue - Washington Rd to 45th Street Resurfacing** - [Payne & Dolan] Work has begun and milling was completed on October 15th. Project is anticipated to be complete by mid-November. (10)
- Project #14-1017 Concrete Street Repairs (Street Division) - Pershing Blvd** - Project has been completed.
- Project #14-1019 - Crackfilling** - [Fahmer Asphalt] Waiting for closeout documents.
- Project #14-1208 - Sidewalk Repair Program** - [AW Oakes] Project started on May 29 and is approximately 95% complete. (Stormwater Utility funding also) (Citywide)
- Project #14-2002 Overpass Painting** - [Mill Coatings, Inc] Project is underway.
- Project #14-1027 Pavement Markings** - [Century Fence] Project has been completed. Close out process has begun.
- Project #14-1025 56th Street Phase Lighting** - [WIL-Surge Electric, Inc.] Project has been completed. Punchlist items remain. (2)
- Project #14-1026 56th Street Phase Sidewalk Project** - [AW Oakes] Project has begun. Concrete work is 50% completed. (2)
- Project #14-1209 Emergency Vehicle Preemption - Traffic Signals** - Equipment has arrived and conducting inspections of underground raceways. (Citywide)
- Project #14-2013 Southport Marina Dredging** - [Ryba] - Dredging is complete. Contractor has finished final restoration and project close out will begin in October.
- Project #14-1139 Forest Park Sanitary and Sewer Enhancements**- [AW Oakes] -Work has begun. Sanitary Sewer is 100% Completed and Watermain work is approximately 50% complete. Storm sewer work started on 61st Street on Oct. 30. [61st Street: 46th to 50th Avenue and 65th Street: 48th to 51st Avenue] (15)
- Design Work (Public Works)** - Staff is working on the following projects: Website Design, GPS Data Forms, Equipment Specifications, and SWU Projects and Parks Projects.