

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, DECEMBER 16, 2013
ROOM 202
5:30 P.M.**

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Patrick Juliana
G. John Ruffolo

- A-1 Approval of minutes of regular meeting held on December 2, 2013.
- C-1 Ordinance by Alderperson Kevin Mathewson – To Create Section 1.03 F.18 (of the Code of General Ordinances) Regarding the Procedure for a Presiding Officer to Participate in Debate. *(Public Safety & Welfare approved 4-0, License/Permit approved 4-0) (also referred to Finance and Stormwater Utility Committees) (referred on November 18, 2013 Common Council agenda)*
- C-2 Change Order for Project 13-1421 Emerald Ash Borer Phase I (Citywide Locations). *(Park Commission approved 4-0) (also referred to Finance Committee)*
- C-3 Change Order for Project 13-1013 CDBG Resurfacing (CDBG Area (13th Ct - 43rd St to 42nd St, 41st St - 22nd Ave to 21st Ave) Alternate II Area (70th St - 39th Ave to 40th Ave, Lincoln Rd Intersections). **(Districts 6, 13 & 15)** *(also referred to Finance Committee)*
- C-4 Development Agreement between the City of Kenosha, Kenosha Water Utility and Meijer Stores Limited Partnership regarding property at 7701 Green Bay Road. (Meijer) **(District 14)** *(City Plan Commission approved 6-0) (also referred to Stormwater Utility Committee and Board of Water Commissioners) (referred on 12/2/13 Common Council agenda)*
- C-5 Approve Acceptance of Quit Claim Deed from Meijer Stores Limited Partnership to the City of Kenosha for 76th Street right-of-way, west of 64th Avenue. (Meijer) **(District 14)** *(City Plan Commission approved 6-0) (referred on 12/2/13 Common Council agenda)*
- C-6 Permanent Sidewalk and Multi-Use Path Easement and Agreement By and Between Meijer Stores Limited Partnership and the City of Kenosha, Wisconsin. (Meijer) **(District 14)** *(City Plan Commission approved 6-0) (referred on 12/2/13 Common Council agenda)*
- C-7 Acceptance of Project 13-1019 Joint, Crack Cleaning & Sealing (Citywide Locations) which has been satisfactorily completed by Fahrner Asphalt Sealers (Waunakee, Wisconsin). The final amount of the contract is \$123,518.25. **(All Districts)**

C-7 Acceptance of Project 13-1527 Northside Library Parking Lot Resurfacing (1500 27th Avenue) which has been satisfactorily completed by Cicchini Asphalt, LLC (Kenosha, Wisconsin). The final amount of the contract is \$125,132.31.
(District 4)

INFORMATIONAL:

1. 2014 Resurfacing Road List
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, DECEMBER 2, 2013
5:30 P.M.

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Patrick Juliana
G. John Ruffolo

The regular meeting of the Public Works Committee was held on Monday, December 2, 2013 in Room 202 of the Municipal Building. The following members were present: Chairman Eric Haugaard, Vice Chairman Jan Michalski, Aldermen Steve Bostrom, Scott N. Gordon, Patrick Juliana, and G. John Ruffolo. The meeting was called to order at 5:30pm. Staff member in attendance was Mike Lemens.

- A-1 Approval of minutes of regular meeting held on November 18, 2013.
It was moved by Alderman Michalski, seconded by Alderman Gordon to approve. Motion passed 6-0.
- B-1 Award of Professional Service Contract for Project 13-1417 Lawn Park Area Tree Removal #2 to Droprite Tree & Landscape (Somers, Wisconsin) in the amount of \$50,000.00. *(Park Commission approved 3-0) (deferred at the November 18, 2013 meeting)*
It was moved by Alderman Ruffolo, seconded by Alderman Gordon to approve. Motion passed 6-0.

It was moved by Alderman Juliana, seconded by Alderman Michalski to take item B-2 out of order. Motion passed 6-0.
- B-2 Ordinance by Alderperson David F. Bogdala – To Repeal and Recreate Subparagraph 1.03 A. (of the Code of General Ordinances) entitled “Order of Business”, to Amend Subparagraph 1.03 A.9.c. entitled “Speaker Sign-up” and to Repeal and Recreate Subparagraph 1.03 A.9.e entitled “Public Hearings”. *(also referred to Finance Committee and Stormwater Utility Committee) (PSW & L/P Committees approved as amended 3-0) (referred on the 11/4/13 Common Council agenda) (deferred at the November 18, 2013 meeting)*
A public hearing was held. Alderman David Bogdala, sponsor, spoke. It was moved by Alderman Bostrom, seconded by Alderman Ruffolo to approve. During discussion Alderman Michalski made a motion to approve with his amendment (not provided in backup). After more discussion Alderman Gordon made a motion to send to Common Council with no recommendation, seconded by Alderman Juliana. It was then moved by Alderman Bostrom, seconded by Alderman Ruffolo to open up another public hearing. Motion passed 6-0. Alderman David Bogdala and Virginia Hoekstra, 6209 75th Street, spoke. At this time the motion made by Alderman Bostrom to approve was voted on. Motion passed 5-1 with Alderman Juliana voting no.
- C-1 Request from Patrick Zuchowski (6606 32nd Avenue) for variance in parkway. **(District 8)**
A public hearing was held. Patrick Zuchowski, 6606 32nd Avenue, spoke. Mike Lemens gave an explanation. After some discussion it was moved by Alderman Bostrom, seconded by Alderman Michalski to open another public hearing. Motion passed 6-0. Patrick Zuchowski spoke. It was moved by Alderman Haugaard, seconded by Alderman Juliana to defer until May 1, 2014. Motion passed 5-0 with Alderman Gordon abstaining.

- C-2 Request from Estella Padilla (3101 60th Street) to pave the lawn park area along 31st Avenue. **(District 3)**
*A public hearing was held, no one spoke.
It was moved by Alderman Gordon, seconded by Alderman Michalski to deny request.
Motion passed 6-0.*
- C-3 Petition to vacate a portion of the alley between 20th Avenue and 21st Avenue, south of 48th Street. (Clair/Juliana) **(District 7)** *(City Plan Commission approved 8-0)
(referred on November 18, 2013 Common Council agenda)
It was moved by Alderman Juliana, seconded by Alderman Michalski to approve.
Motion passed 6-0.*

INFORMATIONAL: Project Status Report

ALDERMAN COMMENTS:

- Alderman Ruffolo asked Mike Lemens if the department is ready for snow season.
- Alderman Michalski reminded everyone that alternate side parking is in effect.

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 6:47pm.*



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR,
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

December 12, 2013

To: Eric Haugaard, Chairman, Public Works Committee
Patrick Juliana, Chairman, Stormwater Utility Committee

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

Subject: ***Ordinance by Alderperson Kevin Mathewson – To Create Section 1.03 F.18 of the Code of General Ordinances Regarding the Procedure for a Presiding Officer to Participate in Debate***

BACKGROUND/ANALYSIS

Staff received a referral for an Ordinance change by Alderperson Mathewson which was referred to the Public Works Committee and Stormwater Utility Committee on the Common Council agenda for the November 18, 2013 meeting.

RECOMMENDATION

Staff has no recommendation.

ORDINANCE NO. _____

SPONSOR: ALDERPERSON KEVIN MATHEWSON

**TO CREATE SECTION 1.03 F.18 OF THE CODE OF GENERAL
ORDINANCES REGARDING THE PROCEDURE FOR A
PRESIDING OFFICER TO PARTICIPATE IN DEBATE**

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

Section One: Section 1.03 F.18. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby created as follows:

18. If the presiding officer of the Common Council, a committee of the Common Council, or an authority, board, or commission of the City wishes to participate in the debate, the presiding officer must vacate the chair and pass the gavel to a member of the body who shall temporarily preside in the place of the presiding officer during the pendency of the time the presiding officer holds the floor. Provided that the presiding officer was not the maker of a motion on the matter while holding the floor, upon the presiding officer relinquishing the floor, he or she shall reassume the chair, retake the gavel and continue to preside. In the event that the presiding officer was the maker of a motion, he or she may reassume the chair on the ensuing matter. Nothing herein may be construed to prohibit the presiding officer from seconding motions without vacating the chair.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

C-2



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT
FLEET MAINTENANCE
MAURO LENCI
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December 6, 2013

To: Michael Orth, Chairman
Park Commission

Eric Haugaard, Chairman
Public Works Committee

From: Jeff Warnock JW
Superintendent of Parks

Subject: *Change Order for Project 13-1421 Emerald Ash Borer Phase I*

BACKGROUND/ANALYSIS

Staff is requesting a change order for \$2,544.36 to the Emerald Ash Borer Phase I contract. This change order will allow City staff to complete the injections for approximately 30 additional trees. The contractor inadvertently went over on quantities however the city was able to have more trees treated at the same time. The Contractor and Staff worked on the negotiation for the work and the result of which is being presented to the Park Commission and Public Works Committee.

RECOMMENDATION

Staff recommends the approval of Change Order #1 to increase the amount of the contract by \$2,544.36 from \$39,746 to \$42,290.36.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Emerald Ash Borer

Project Number: 13-1421

C.I.P. Line Item: PK-93-004

Purchase Order #: 130783

Contractor: Trees "R" Us

Park Commission Action: **December 9, 2013**

Finance Committee: **December 16, 2013**

Date of Common Council Action: **December 16, 2013**

City and contractor agree that the above contract is amended by increasing the amount of the contract by **\$2,544.36** from **\$39,746** to **\$42,290.36**. This amendment will allow for additional work to be completed.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

TREES "R" US, INC
[Signature]

DATE

DATE

11/25/13



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

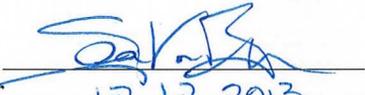
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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EMAIL PUBLICWORKS@KENOSHA.ORG

Date: December 12, 2013

TO: Eric Haugaard, Chairman
Public Works Committee

CC: Tod Ohnstad Curt Wilson Michael J. Orth
District 6 District 13 District 15

FROM: Sean Von Bergen, P.E.
Assistant City Engineer 
12.12.2013

Subject: *Change Order for Project 13-1013 CDBG Resurfacing:*

BACKGROUND INFORMATION

During construction there were a number of unforeseen conditions which required the contractor to perform additional work including, but not limited to, to following:

At 41st Street and both Lincoln Road intersections the contractor encountered very poor base and sub-base materials once the old asphalt was removed. These poor materials needed to be removed and replaced with 3-inch and 1-1/4 base aggregate to stabilize the roadway base before asphalt could be placed over it.

On 41st Street, 13th Court and both Lincoln Road intersections additional concrete work (curb & gutter, sidewalk, driveway aprons) was identified due to grade changes made in the field to maintain positive stormwater drainage.

Both Lincoln Road intersections and 13th Court were to remain open to local traffic during construction however there was a heavy volume of through traffic (cars on Lincoln Road and trucks on 13th Court) which required detours be installed at both Lincoln Road and 13th Court throughout construction.

Due to deteriorating weather conditions in late November both Lincoln Road intersections and 70th Street required extra work to prepare the roads for safe usage over the winter months without asphalt surface.

RECOMMENDATION

Staff recommends approval of the Change Order for Project 13-1013 CDBG Resurfacing.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: 2013 CDBG & Phase I Resurfacing

Project Number: 13-1013

C.I.P. Line Item: IN-93-002

Purchase Order #: 131058

Contractor: Stark Asphalt

Public Works Committee Action: 12/16/13

Finance Committee: 12/16/13

Date of Common Council Action: 12/16/13

City and contractor agree that the above contract is amended by increasing the amount of the contract by \$55,000.00 from \$904,000.00 to \$959,000.00. This amendment is needed due to unforeseen issues during construction.

The completion date for this project is also amended from **November 27th, 2013** to June 12th, 2014.

This change order is approved by:

CONTRACTOR



CITY OF KENOSHA, MAYOR

DATE

12/12/2013

DATE

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	December 5, 2013	Item 4
Development Agreement between the City of Kenosha, Kenosha Water Utility and Meijer Stores Limited Partnership regarding property at 7701 Green Bay Road. (Meijer) (District #14) PUBLIC HEARING (Also referred to Public Works, Board of Water and Stormwater Utility)			

LOCATION/SURROUNDINGS:

Site: 7701 Green Bay Road

NOTIFICATIONS/PROCEDURES:

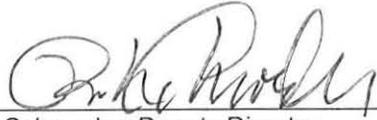
The alderperson of the district, Alderperson Prozanski, has been notified. The agreement was also referred to Public Works, Storm Water and Board of Water Committees before final review by the Common Council.

ANALYSIS:

- The Agreement details the public improvements that the developer must complete before Occupancy permits can be issued.
- The developer is responsible for improvements that were required as part of the Traffic Impact Analysis. The improvements are to Green Bay Road/STH 31, 75th Street/STH 50, 76th Street and the construction of a new public street, which is 78th Street.
- The developer is constructing a grocery/retail store, that is approximately 192,940 s.f., on the site. As part of the Conditional Use Permit, the developer is required to enter into the Development Agreement.

RECOMMENDATION:

A recommendation is made to approve the Agreement.


 Rich Schroeder, Deputy Director


 Jeffrey B. Labahn, Director

DEVELOPMENT AGREEMENT BETWEEN THE CITY
OF KENOSHA AND THE KENOSHA WATER UTILITY
AND MEIJER STORES LIMITED PARTNERSHIP

Document Number

Document Title

Please see attached:

Development Agreement Between the City of Kenosha and the Kenosha
Water Utility and Meijer Stores Limited Partnership

This space is reserved for recording data

Return to:

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

Parcel Identification Numbers

03-122-10-201-051

03-122-10-201-055

03-122-10-201-060

03-122-10-201-065

Part of:

03-122-10-201-070

03-122-10-126-071

03-122-10-201-075

03-122-10-276-005

03-122-10-151-001

DEVELOPMENT AGREEMENT

Between

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

And

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

And

**MEIJER STORES LIMITED PARTNERSHIP
A Michigan Limited Partnership**

THIS DEVELOPMENT AGREEMENT, ("AGREEMENT") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY"), the Kenosha Water Utility, a municipally owned public water utility, duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes ("UTILITY"), and Meijer Stores Limited Partnership, a Michigan limited partnership with principal offices located at 2929 Walker Avenue NW, Grand Rapids, MI 49544 ("DEVELOPER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of approximately 20.70 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown as Lot 1, Outlot 1 on the certified survey map attached as Exhibit B, and shall design, construct and install certain improvements for the land comprising 78th Street and 63rd Avenue to be dedicated to the public for street purposes, all of which is hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, DEVELOPER desires to develop REAL ESTATE for commercial purposes; and,

WHEREAS, REAL ESTATE is zoned B-2 Community Business District and AIR-4 Airport Overlay District Overflight at the time of execution of this AGREEMENT which permits the commercial development set forth in this AGREEMENT; and,

WHEREAS, the Plan Commission of CITY and the CITY Public Works Committee have recommended to the Common Council and the Common Council of CITY has approved a certified survey map attached as Exhibit B for REAL ESTATE on the condition that DEVELOPER enter into this

AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

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

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

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

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

I. IMPROVEMENTS

A. Sanitary Sewerage Facilities.

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

required by this AGREEMENT, including sanitary sewerage extensions and connections.

3. Subject to the terms of this AGREEMENT, UTILITY shall allow DEVELOPER to extend and connect the sanitary sewerage facilities required by this AGREEMENT to the sanitary sewerage facilities of UTILITY at DEVELOPER'S cost and expense including payment by DEVELOPER of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules, regulations or this AGREEMENT.
4. UTILITY shall accept the sanitary sewerage facilities required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way or in any easement located within REAL ESTATE upon the following:
 - a. completion of the sanitary sewerage facilities in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional sanitary sewerage facilities without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. providing UTILITY with certified copies of the results of all tests and inspections of the sanitary sewerage facilities required by UTILITY, including density tests certifying proper compaction of sanitary sewerage facilities trench backfill.
 - d. certified "as-built" drawings of the sanitary sewerage facilities in print and digital form acceptable to UTILITY.
 - e. payment of all fees, user fees, inspection fees, impact fees, charges and special assessments required to be paid by DEVELOPER for the sanitary sewerage facilities pursuant to this AGREEMENT.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - g. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - h. certification of items a - g above by UTILITY Engineer.

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

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

B. Water Supply and Distribution Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct, and install, complete water supply and distribution facilities throughout REAL ESTATE, including the mains and appurtenances which abut land for any public purpose, in accordance with UTILITY specifications, the conditional use permit, the certified survey map, and the Water Main Plan attached as Exhibit E. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from UTILITY Engineer. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from the Wisconsin Department of Natural Resources (WDNR). DEVELOPER shall provide copies of all WDNR approvals to UTILITY upon receipt.
2. CITY and UTILITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the water supply and distribution facilities required by this AGREEMENT, including water supply distribution facilities extensions and connections.
3. Subject to the terms of this AGREEMENT, UTILITY shall allow DEVELOPER to extend and connect the water supply and distribution facilities required by this AGREEMENT to the water supply and distribution facilities of UTILITY at DEVELOPER'S cost and expense including payment by DEVELOPER of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions,

rules, regulations or this AGREEMENT.

4. UTILITY shall accept the water supply and distribution facilities required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way or in any easement located within REAL ESTATE upon the following:
 - a. completion of the water supply and distribution facilities in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional water supply and distribution facilities without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. providing UTILITY with certified copies of the results of all tests and inspections of the water supply and distribution facilities required by UTILITY, including density tests certifying proper compaction of water supply and distribution facilities trench backfill.
 - d. certified "as-built" drawings of the water supply and distribution facilities in print and digital form acceptable to UTILITY.
 - e. payment of all fees, user fees, inspection fees, impact fees, charges and special assessments required to be paid by DEVELOPER for the water supply and distribution facilities pursuant to this AGREEMENT.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - g. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - h. certification of items a - g above by UTILITY Engineer.
 - i. approval by UTILITY Board of Water Commissioners of the water supply and distribution facilities.
5. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance and operation of the water supply and distribution facilities required by this AGREEMENT, including locate requests, unless and until the water supply and

distribution facilities are accepted by UTILITY. Upon dedication and acceptance of the water supply and distribution facilities, UTILITY shall have full jurisdiction and ownership of the water supply and distribution facilities located in the public rights-of-way or in any easement located within REAL ESTATE and be responsible for their maintenance and operation subject to the guarantee of DEVELOPER provided in this AGREEMENT.

6. The water supply and distribution facilities required by this AGREEMENT shall be installed and functional prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

C. Storm Water Drainage Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete storm water drainage facilities throughout REAL ESTATE, including storm and surface water drainage facilities which abut land for any public purpose, in accordance with CITY specifications, the conditional use permit, the certified survey map, the Storm Water Management Plan attached as Exhibit F and the Storm Sewer Plan attached as Exhibit G.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain a Post-Construction Runoff Permit from CITY and shall submit to CITY any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted until the Post-Construction Runoff Permit is issued by CITY. All land disturbing construction activities and the design, construction, installation and maintenance of the storm water drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Maintenance Agreement and the Post-Construction Runoff Permit.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall install tracer wires on all storm sewer mains and laterals in accordance with CITY specifications.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall prepare all plans, specifications and calculations for all storm water drainage facilities and submit them to CITY Engineer for written approval which must be obtained prior to construction of the storm water drainage facilities. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures, shall comply with CITY'S current storage and outflow requirements as well as any WDNR

requirements.

5. CITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the storm water drainage facilities required by this AGREEMENT, including storm water drainage facilities extensions and connections.
6. Subject to the terms of this AGREEMENT, CITY shall allow DEVELOPER, at DEVELOPER'S cost and expense, to extend and connect the storm water drainage facilities required by this AGREEMENT to the nearest appropriate storm water drainage facilities of CITY. DEVELOPER'S cost and expense shall include payment by DEVELOPER of all easement acquisition costs and all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules, regulations or this AGREEMENT.
7. Title to all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE, except storm water drainage facilities located within public rights-of-way or any easements located within REAL ESTATE as shown on the Storm Sewer Plan attached as Exhibit G which are dedicated to and accepted by CITY, shall be retained by DEVELOPER or conveyed by DEVELOPER to an owner's association approved by CITY. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance and operation of all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE, except storm water drainage facilities located within public rights-of-way or in any easement located within REAL ESTATE as shown on the Storm Sewer Plan attached as Exhibit G which are dedicated to and accepted by CITY. CITY shall be responsible for the maintenance of the storm water pipe and structures conveying storm water from the public right-of-way as shown on the Storm Sewer Plan attached as Exhibit G. Prior to beginning any maintenance or repair work in any easement area, CITY shall provide notice to DEVELOPER and shall coordinate with DEVELOPER to minimize the impact on DEVELOPER'S use of the REAL ESTATE for commercial purposes. DEVELOPER, or the owner's association, shall enter into a Maintenance Agreement with CITY in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for the maintenance and operation of the storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE, except storm water drainage facilities located within public rights-of-way or in any easement located within REAL ESTATE dedicated to and accepted by CITY as shown on the Storm Sewer Plan attached as Exhibit G. A copy of the Maintenance Agreement is attached as Exhibit H. The Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities. The

Maintenance Agreement shall include among its provisions the following:

- a.** identification of the storm water drainage facilities and designation of the drainage area served by the storm water drainage facilities.
- b.** a schedule for the regular maintenance, repair, replacement and operation of the storm water drainage facilities consistent with the Storm Water Management Plan.
- c.** identification of the DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities.
- d.** requirement that the DEVELOPER, landowner or owner's association maintain, repair, replace and operate the storm water drainage facilities in accordance with the schedule included in subparagraph b. above.
- e.** authorization for CITY to access REAL ESTATE to conduct inspections of storm water drainage facilities as necessary to determine whether the storm water drainage facilities are being maintained, repaired, replaced and operated in accordance with the Maintenance Agreement.
- f.** requirement that CITY maintain public records of the results of the inspections of the storm water drainage facilities, to inform DEVELOPER, landowner or the owner's association of the inspection results, and to specifically indicate any corrective actions required to bring the storm water drainage facilities into proper working condition.
- g.** agreement that DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities be notified by CITY of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by CITY.
- h.** authorization for CITY to perform or have performed on CITY'S behalf, maintenance, repairs, or replacements of the storm water drainage facilities upon the failure of the DEVELOPER, landowner or owner's association to do so as directed by CITY and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against all benefited REAL ESTATE for the charges incurred by CITY in performing or having performed on CITY'S behalf the maintenance, repairs or replacement to the storm water drainage facilities which are the subject of the Maintenance Agreement.

8. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY a maintenance easement for the storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE, except storm water drainage facilities located within public rights-of way. The maintenance easement shall authorize CITY to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against all benefited REAL ESTATE, a special assessment, or a user fee for the charges incurred by CITY in performing or having performed on CITY'S behalf maintenance, repairs or replacements to the storm water drainage facilities located within REAL ESTATE, except storm water drainage facilities located within public rights-of-way.
9. Storm and surface water which flows onto any abutting private property may be tied into existing drain tiles at the perimeter of REAL ESTATE with the written permission of the abutting property owner and upon written approval of CITY Engineer.
10. CITY shall accept the storm water drainage facilities required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way or any easement located within REAL ESTATE as shown on the Storm Sewer Plan attached as Exhibit G upon the following:
 - a. completion of the storm water drainage facilities in accordance with all approved plans, specifications and calculations and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional storm water drainage facilities without defect, damage or nonconformance with this AGREEMENT all approved plans, specifications and calculations, and the Code of General Ordinances for the City of Kenosha.
 - c. providing CITY with certified copies of the results of all tests and inspections of the storm water drainage facilities required by CITY, including density tests certifying proper compaction of storm water drainage facilities trench backfill.
 - d. certified "as-built" drawings of the storm water drainage facilities including retention/detention basins and outlet structures in print and digital form acceptable to CITY.
 - e. providing CITY with a maintenance agreement for the maintenance and operation of the storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE in form acceptable to CITY.

- f. providing CITY with a maintenance easement for the storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE in form acceptable to CITY.
 - g. payment of all fees, user fees, inspection fees, impact fees, charges and special assessments required to be paid by DEVELOPER for the storm water drainage facilities pursuant to this AGREEMENT.
 - h. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - i. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - j. certification of items a - i above by CITY Engineer.
 - k. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer, the City of Kenosha Board of Public Works, and the Storm Water Utility Committee of the storm water drainage facilities.
11. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance and operation of the storm water drainage facilities lying within the public rights-of-way within REAL ESTATE unless and until the storm water drainage facilities are accepted by CITY. Upon dedication and acceptance of the storm water drainage facilities, CITY shall have full jurisdiction and ownership of the storm water drainage facilities located within the public rights-of way or in any easement located within REAL ESTATE as shown on the Storm Sewer Plan attached as Exhibit G and be responsible for their maintenance and operation subject to the guarantee of DEVELOPER provided in this AGREEMENT.
12. DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of the storm water drainage facilities required by this AGREEMENT which causes storm and surface water to flow in full or part upon any private property. Upon the filing with CITY or UTILITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY, UTILITY and others harmless, the CITY or UTILITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or comprise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and CITY and/or UTILITY and their officers,

employees and agents. It is specifically agreed that CITY and/or UTILITY at DEVELOPER'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY and/or UTILITY or any of their officers, employees or agents for any cause for which DEVELOPER is liable herewith shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees, sustained, incurred or paid by CITY and/or UTILITY, their officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed through DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY and/or UTILITY, in their sole discretion, deem appropriate. This paragraph shall survive installation of the storm water drainage facilities to effectuate its purpose.

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

D. Streets, Curb and Gutter.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct, grade, gravel and pave all streets, curbs and gutters throughout REAL ESTATE, in accordance with CITY specifications, the conditional use permit, the certified survey map and the Street Layout Plan attached as Exhibit I. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction, grading, graveling and paving of the streets, curbs and gutters from CITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall grade all streets to approved subgrade and submit "as-built" drawings of the streets in print and digital form to CITY for approval by CITY Engineer prior to installation of any utilities.
3. DEVELOPER shall not perform any street paving or install any curbs and gutters after November 15th of any calendar year without the express written approval of CITY Engineer. No street paving or curb and gutter installation will be permitted after December 1st of any calendar year. Street paving and installation of curb and gutter may commence after April 1st of any calendar year with the approval of CITY Engineer.
4. Streets, curbs and gutters shall be completed and presented to CITY for dedication and acceptance prior to the issuance of any occupancy permits by CITY.
5. CITY shall accept the streets, curbs and gutters required to be designed, constructed and

installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way and the rights-of-way located within REAL ESTATE upon the following:

- a. completion of the streets, curbs and gutters in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional streets, curbs and gutters without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. providing CITY with certified copies of the results of all tests and inspections of the streets, curbs and gutters required by CITY, including density tests certifying proper completion of street, curb and gutter trench backfill.
 - d. certified "as-built" drawings of the streets, curbs and gutters in print and digital form acceptable to CITY.
 - e. payment of all fees and charges required to be paid by DEVELOPER for the streets, curbs and gutters pursuant to this AGREEMENT.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - g. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - h. certification of items a - g above by CITY Engineer.
 - i. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the streets, curbs and gutters, and rights-of-way.
6. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the streets, curbs and gutters required by this AGREEMENT, including snow plowing, unless and until the streets, curbs, gutters and rights-of way are accepted by CITY. Upon dedication and acceptance of the streets, curbs, gutters and rights-of-way, CITY shall have full jurisdiction and ownership of the streets, curbs, gutters and rights-of-way and be responsible for their maintenance subject to the guarantee of DEVELOPER provided in this AGREEMENT.

7. DEVELOPER, at DEVELOPER'S cost and expense, or an owner's association approved by CITY at the association's cost and expense, as the case may be, shall design, construct, grade, gravel, pave, and maintain, including snow plowing, all private streets, curbs and gutters located within REAL ESTATE and required by the conditional use permit, the certified survey map and this AGREEMENT.
8. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install all improvements to 78th Street, 76th Street, State Highway 31, 60th Avenue, 64th Avenue, 63rd Avenue, and State Highway 50 in accordance with Wisconsin Department of Transportation and CITY specifications, the conditional use permit, the certified survey map, the Street Layout Plan attached as Exhibit I and the letter from the Wisconsin Department of Transportation dated June 26, 2013 attached as Exhibit J. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications and all required permits for the improvements set forth in Exhibit J from the Wisconsin Department of Transportation and CITY.
9. The improvements required pursuant to paragraph 8 shall be completed and presented to the Wisconsin Department of Transportation and CITY, respectively, for dedication and acceptance by such responsible entity, as the case may be, prior to the issuance of any Temporary Certificate of Occupancy by CITY.

E. Other Utilities and Utility Easements

1. DEVELOPER, at DEVELOPER'S cost and expense, shall locate and install all other utilities throughout REAL ESTATE in accordance with UTILITY specifications, the conditional use permit, the certified survey map and the approved plans attached to this AGREEMENT. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from CITY Engineer and UTILITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map and the approved plans attached to this AGREEMENT.
3. Easements for utilities may be modified or terminated only by CITY, UTILITY or other utility and only in the event CITY, UTILITY or other utility determine that the easement, in full or in part, is no longer required to provide essential service.

F. Erosion Control

DEVELOPER, at DEVELOPER'S cost and expense, shall prepare and submit to CITY an

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

G. Grading

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

H. Street Lighting

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install a complete system of street lighting throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Lighting Plan attached as Exhibit M. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain

approval of the street lighting system from CITY Engineer. DEVELOPER, at DEVELOPER'S cost and expense, may contract with WE Energies for installation of the street lighting required by this AGREEMENT located in the public rights-of-way.

2. The street lighting installation in the public rights-of-way shall be completed and presented to CITY for dedication and acceptance prior to or concurrent with DEVELOPER presenting the streets, curbs and gutters to CITY for dedication and acceptance.
3. CITY shall accept the street lighting system required to be designed and installed by DEVELOPER pursuant to this AGREEMENT located in the public rights-of-way upon the following:
 - a. completion of the street lighting system in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional street lighting system without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - d. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - e. certification of items a – d above by CITY Engineer.
 - f. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the street lighting system.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance and operation of the street lighting system required by this AGREEMENT unless and until the street lighting system is accepted by CITY. Upon dedication and acceptance of the street lighting system, CITY shall have full jurisdiction and ownership of the street lighting system located in the public rights-of-way and be responsible for its maintenance and cost of operation subject to the guarantee of DEVELOPER provided in this AGREEMENT.

L. Landscaping.

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

determination.

e. certification of items a – d above by CITY Engineer.

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

7. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for maintaining the landscaping required by this AGREEMENT, including watering street trees for thirty (30) days after planting, unless and until the landscaping is accepted by CITY. Upon dedication and acceptance of the landscaping, CITY shall have full jurisdiction and ownership of the landscaping located in the public rights-of way and be responsible for the maintenance of the landscaping subject to the guarantee of DEVELOPER provided in this AGREEMENT.

J. Sidewalks.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install sidewalks or a ten (10) foot wide multi-use path throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Street Layout Plan attached as Exhibit I. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from CITY Engineer.
2. Sidewalks shall be five (5) feet wide and shall be constructed of a minimum of four (4) inches of Portland cement concrete over a two (2) inch aggregate base. The portion of sidewalks extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base. Sidewalks shall be constructed and installed in accordance with the plans set forth in Exhibit J within REAL ESTATE and shall be installed in accordance with the requirements of Section 5.05 of the Code of General Ordinances. Multi-use paths shall be ten (10) feet wide and shall be constructed of a minimum of six (6) inches of Portland cement concrete over a two (2) inch aggregate base, or four (4) inches of asphalt over a four (4) inch aggregate base. The portion of multi-use paths extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base.
3. Sidewalks and multi-use paths shall be installed prior to the issuance of a temporary occupancy permit by CITY where practical but not later than six (6) months from the date of temporary occupancy. In the event the sidewalks and multi-use paths are not installed

prior to the issuance of a temporary occupancy permit, the DEVELOPER shall provide CITY with an assurance in an amount determined by CITY Engineer to complete installation.

4. CITY shall accept the sidewalks and multi-use paths required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way upon the following:
 - a. completion of the sidewalks and multi-use paths in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the sidewalks and multi-use paths without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
 - c. providing CITY with certified copies of the results of all tests and inspections of the sidewalks and multi-use paths required by CITY, including density tests certifying proper compaction of sidewalk trench backfill.
 - d. certified "as-built" drawings of the sidewalks and multi-use paths in print and digital form acceptable to CITY.
 - e. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - f. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
 - g. certification of items a – f above by CITY Engineer.
 - h. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the sidewalks and multi-use paths.
5. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the sidewalks and multi-use paths required by this AGREEMENT. Upon dedication and acceptance of the sidewalks, CITY shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance of the sidewalks and multi-use paths in accordance with the Code of General Ordinances for the

City of Kenosha.

K. Street Signs, Regulatory Signs and Traffic Signals.

1. DEVELOPER shall reimburse CITY for CITY's actual cost for materials, labor and installation of street name signs required by CITY within forty-five (45) days of being invoiced by CITY.
2. DEVELOPER shall reimburse CITY for CITY'S actual cost for materials, labor and installation of regulatory signs required by CITY within forty-five (45) days of being invoiced by CITY.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct, and install traffic signalization at the intersection of 78th Street and State Highway 31 in accordance with Wisconsin Department of Transportation specifications, the conditional use permit, the certified survey map and the letter from the Wisconsin Department of Transportation dated June 26, 2013 attached as Exhibit J. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the traffic signalization required by this paragraph from the Wisconsin Department of Transportation.
4. The traffic signalization required in paragraph 3 shall be completed and presented to the Wisconsin Department of Transportation and CITY, respectively, for dedication and acceptance by such responsible entity, as the case may be, prior to the issuance of any temporary occupancy permits by CITY.

L. Survey Monuments.

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

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES.

A. Pre-Construction Activities.

1. The public improvements required to be made pursuant to this AGREEMENT constitute a project of public works subject to the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. DEVELOPER, at DEVELOPER'S cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin

Administrative Code in connection with the public improvements required to be made pursuant to this AGREEMENT. CITY and UTILITY shall cooperate with DEVELOPER in requesting the Department of Workforce Development to determine the prevailing wage rates for all trades or occupations required to complete the public improvements. Prior to CITY and UTILITY accepting the dedication of any of the public improvements required to be made pursuant to this AGREEMENT, DEVELOPER shall file with the CITY and UTILITY an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.

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

B. Construction Activities

1. Construction access to REAL ESTATE shall be as shown on the Erosion and Sediment Control Plan attached as Exhibit K. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct and install the construction access in accordance with Wisconsin Department of Transportation and CITY specifications. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications

and all required permits for the design, construction and installation of the construction access from the Wisconsin Department of Transportation and CITY Engineer.

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

cost and expense. DEVELOPER shall reimburse CITY for the cost of the televised inspection within forty-five (45) days of being invoiced by CITY.

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

III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS.

A. Assurance Required.

1. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the General Manager of UTILITY an assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the estimated cost of the sanitary sewerage facilities, water supply and distribution facilities, the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the estimated cost of all other public improvements, private storm water drainage facilities, and the engineering and inspection services and the testing services related thereto required to be made and

provided pursuant to this AGREEMENT. The assurance required pursuant to this paragraph shall be in addition to any other assurance which may be required pursuant to the Code of General Ordinances for the City of Kenosha for the development of REAL ESTATE which is the subject of this AGREEMENT.

2. The assurance required pursuant to paragraph 1 shall be used to secure DEVELOPER'S cost of designing, constructing and installing the public improvements and private storm water drainage facilities required pursuant to this AGREEMENT and to compensate CITY and UTILITY for CITY'S and UTILITY'S cost of completing the public improvements, private storm water drainage facilities, and performing the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT in the event DEVELOPER fails to do so in a timely manner in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, or this AGREEMENT. The assurance required pursuant to paragraph 1 shall also be used to assure compliance with DEVELOPER'S guarantee provided in this AGREEMENT.
3. In the event the assurance required pursuant to paragraph 1 is insufficient to cover one hundred twenty five (125%) percent of the actual cost of the public improvements, private storm water drainage facilities, and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT, DEVELOPER upon written demand by CITY or UTILITY shall deposit with the City Clerk-Treasurer additional assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the actual cost of the public improvements, private storm water drainage facilities, and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT.
4. Any irrevocable letter of credit to be used by DEVELOPER as an assurance pursuant to this AGREEMENT shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the CITY, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this AGREEMENT shall remain in effect until completely drawn upon or released by CITY and UTILITY. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this AGREEMENT is about to expire and has not been renewed by DEVELOPER, CITY and UTILITY may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this AGREEMENT.
5. If and to the extent DEVELOPER shall properly complete portions of the public improvements and private storm water drainage facilities required to be made pursuant to

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

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

IV. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS.

A. Dedication of Public Improvements.

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

shall not constitute acceptance of any improvement by CITY or UTILITY.

B. Guarantee of Public Improvements.

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

V. DEVELOPER INDEMNIFICATION.

DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of any of the public improvements required by this AGREEMENT or arising out of or in any way related to any claim for labor, materials or

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

VI. CITY RESPONSIBILITIES.

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

VII. MISCELLANEOUS.

A. Notice

Any notice required to be given in this AGREEMENT by any of the Parties is to be by certified mail with return receipt or by personal service addressed to DEVELOPER, CITY or UTILITY as the case may be as set forth below. Any Party may designate a different address by delivering, sending or serving written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to DEVELOPER: Meijer Stores Limited Partnership
2929 Walker Avenue NW
Grand Rapids, Michigan 49544
Attn: Real Estate

with copies to: Meijer Stores Limited Partnership
2929 Walker Avenue NW
Grand Rapids, MI 49544
Attn: Legal Department (Real Estate)

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

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

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

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

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

B. Land Dedications and Impact Fees.

DEVELOPER, at DEVELOPER'S cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances. DEVELOPER shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the CITY issuance of a building permit.

C. Assignment.

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

D. Integration.

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

E. Defaults.

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

F. Severability.

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

G. Recordation.

This AGREEMENT shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by DEVELOPER.

Recordation of this AGREEMENT may at the discretion of CITY and UTILITY omit some or all of the attached exhibits set forth in paragraph H. below.

H. Exhibits Incorporated by Reference.

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

- Exhibit A: Legal Description
- Exhibit B: Certified Survey Map
- Exhibit C: Conditional Use Permit
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Water Main Plan
- Exhibit F: Storm Water Management Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Maintenance Agreement
- Exhibit I: Street Layout Plan
- Exhibit J: Wisconsin Department of Transportation letter dated June 26, 2013
- Exhibit K: Erosion and Sediment Control Plan
- Exhibit L: Grading Plan
- Exhibit M: Lighting Plan
- Exhibit N: Landscaping Plan

I. Choice of Law and Venue.

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

J. Waiver of Breach or Violation not Deemed Continuing.

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this AGREEMENT or in any document delivered pursuant to this AGREEMENT and (c) waive any compliance by any of the other Parties with any of the agreements or conditions contained in this AGREEMENT. The waiver by any Party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any or other

subsequent breach or violation of any provision of this AGREEMENT. No breach or violation of any provision of this AGREEMENT shall be waived except by an agreement in writing signed by the waiving Party.

K. Construction.

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

L. Time of the Essence.

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

M. Binding Effect.

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

N. Amendment.

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

VIII. AUTHORIZATION.

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

- B. UTILITY enters into this AGREEMENT by authority of action taken by the Board of Water Commissioners on the ____ day of _____, 2013.

C. CITY enters into this AGREEMENT by authority of action taken by its Common Council on the _____ day of _____, 2013.

SIGNATURE PAGES FOLLOW

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

KENOSHA WATER UTILITY
A Wisconsin Municipal Water Utility

BY: _____
JAN MICHALSKI, Chairman
Board of Water Commissioners

Date: _____

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

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ___ day of _____, 2013, JAN MICHALSKI, Chairman, Board of Water Commission and EDWARD ST. PETER, General Manager, Kenosha Water Utility, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal water utility, to me known to be such Chairman and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

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

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

“LOT 1” shall be defined as follows:

LOT 1, CERTIFIED SURVEY MAP NO. _____, RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON _____, 2013 AS DOCUMENT NO. _____, BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Numbers:

03-122-10-201-051, 03-122-10-201-055, 03-122-10-201-060, 03-122-10-201-065,
Part of 03-122-10-201-070, Part of 03-122-10-126-071, Part of 03-122-10-201-075,
Part of 03-122-10-276-005, Part of 03-122-10-151-001.

“OUTLOT 1” shall be defined as follows:

OUTLOT 1, CERTIFIED SURVEY MAP NO. _____, RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON _____, 2013 AS DOCUMENT NO. _____, BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Numbers:

Part of 03-122-10-201-075, Part of 03-122-10-276-005

EXHIBIT B

Certified Survey Map

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

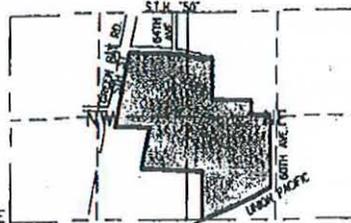
GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

FOUND CONC. MON.
W/BRASS CAP
NORTHWEST CORNER
NORTHWEST 1/4
SECTION 10 T1N, R22E
N: 213,780.79
E: 2,567,190.12

FOUND CONC. MON.
W/BRASS CAP
NORTHEAST CORNER
NORTHWEST 1/4
SECTION 10 T1N, R22E
N: 213,771.82
E: 2,569,859.69

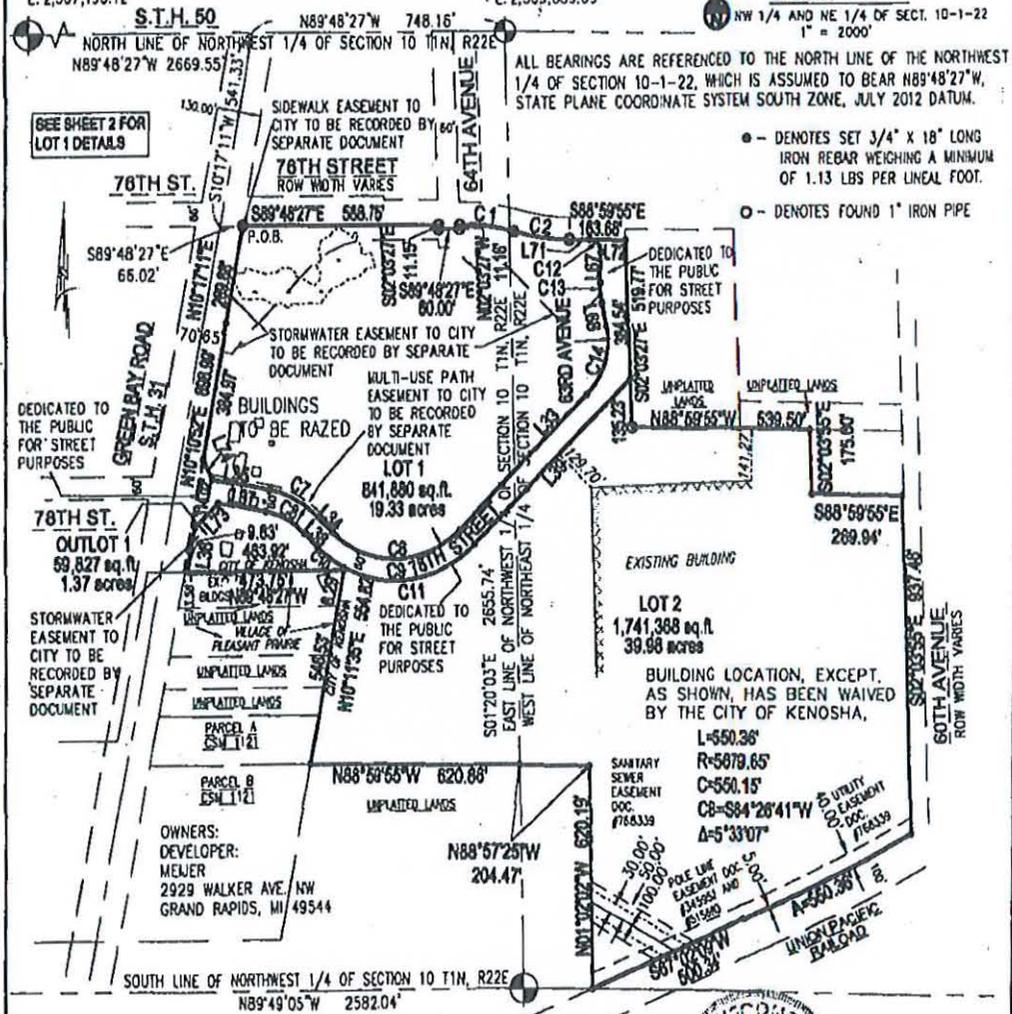


VICINITY MAP

NW 1/4 AND NE 1/4 OF SECT. 10-1-22
1" = 2000'

ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10-1-22, WHICH IS ASSUMED TO BEAR N89°48'27"W, STATE PLANE COORDINATE SYSTEM SOUTH ZONE, JULY 2012 DATUM.

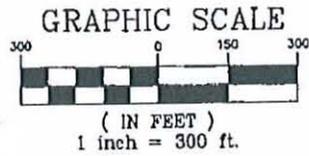
- - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING A MINIMUM OF 1.13 LBS PER LINEAL FOOT.
- - DENOTES FOUND 1" IRON PIPE



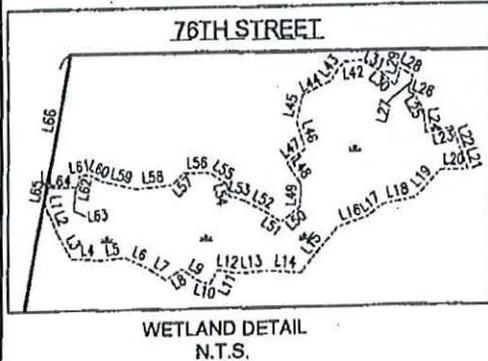
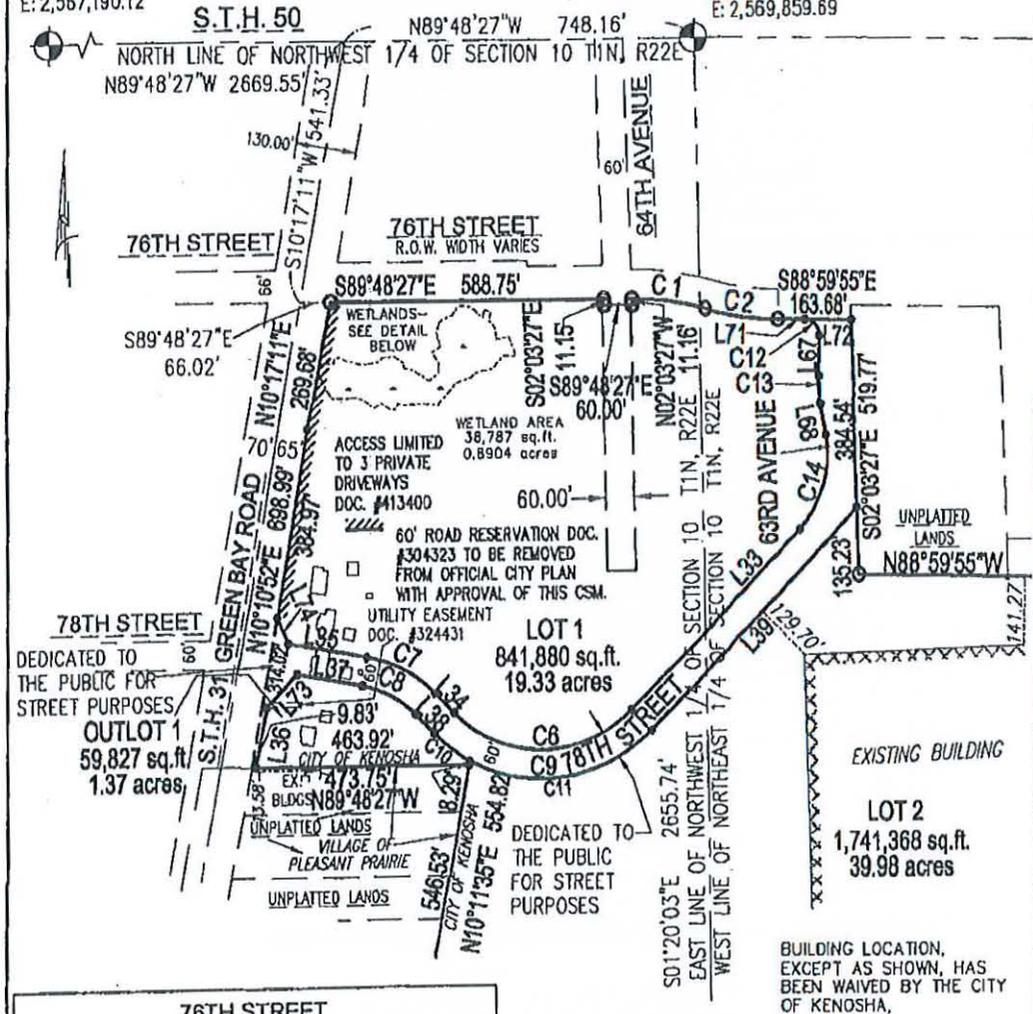
CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

FOUND CONC. MON.
W/BRASS CAP
NORTHWEST CORNER
NORTHWEST 1/4
SECTION 10 T1N, R22E
N: 213,780.79
E: 2,567,190.12



FOUND CONC. MON.
W/BRASS CAP
NORTHEAST CORNER
NORTHWEST 1/4
SECTION 10 T1N, R22E
N: 213,771.82
E: 2,569,859.69



SURVEYING ASSOCIATES, INC.
2554 N. 100th STREET
WAUWATOSA WI 53226
PHN 414-257-2212
FAX 414-257-2443

Frederick W. Shibilski
FREDERICK W. SHIBILSKI S - 1154

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND THE SOUTHWEST ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

BOUNDARY LINE TABLE		
LINE	LENGTH	BEARING
L33	521.32'	S44°49'42"W
L34	57.59'	S45°10'18"E
L35	173.37'	N79°49'08"W
L36	124.93'	N10°11'02"E
L37	143.52'	N79°49'08"W
L38	57.59'	S45°10'18"E
L39	640.59'	N44°49'42"E
L87	85.19'	N01°00'05"E
L68	66.47'	N10°45'02"W
L71	60.01'	S88°59'55"E
L72	103.67'	S88°59'55"E
L73	95.39'	S45°10'30"W
L74	60.15'	N24°51'32"W

BOUNDARY CURVE DATA					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	157.82'	596.67'	157.37'	N82°13'47"W	15°09'19"
C2	164.43'	656.67'	164.00'	S81°49'31"E	14°20'48"
C6	424.12'	270.00'	381.84'	N89°49'42"E	90°00'00"
C7	169.32'	280.00'	166.75'	N62°29'43"W	34°38'50"
C8	133.04'	220.00'	131.02'	N62°29'43"W	34°38'50"
C9	518.36'	330.00'	466.69'	N89°49'42"E	90°00'00"
C10	96.49'	330.00'	96.15'	S53°32'54"E	16°45'11"
C11	421.87'	330.00'	393.72'	N81°27'06"E	73°14'49"
C12	51.84'	33.00'	46.67'	N43°59'55"W	90°00'00"
C13	57.43'	280.00'	57.33'	S04°52'28"E	11°45'07"
C14	203.71'	210.00'	195.81'	N17°02'20"E	55°34'44"

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L1	10.45'	S05°37'45"E
L2	30.80'	S22°05'01"E
L3	27.64'	S29°14'19"E
L4	32.27'	S66°58'45"E
L5	22.88'	N84°03'48"E
L6	24.85'	S66°36'15"E
L7	22.22'	S58°25'12"E
L8	18.51'	N59°43'10"E
L9	22.38'	S57°18'15"E
L10	9.94'	S75°47'29"E
L11	14.80'	N27°47'41"E
L12	18.27'	S80°56'47"E
L13	33.83'	N86°07'04"E
L14	33.26'	S85°03'04"E
L15	57.67'	N39°18'10"E
L16	33.39'	N71°37'13"E
L17	18.73'	N52°24'01"E
L18	33.08'	N78°36'48"E
L19	36.04'	N42°18'42"E
L20	27.49'	S89°56'48"E
L21	18.01'	N18°25'34"W
L22	28.21'	N21°44'17"W
L23	26.86'	S77°50'58"W
L24	21.89'	N07°00'03"W
L25	16.38'	N28°27'03"W
L26	7.65'	N68°48'21"W
L27	17.02'	N18°00'00"E
L28	14.57'	N60°10'57"W
L29	17.12'	S13°30'00"W
L30	24.00'	N47°55'31"W
L31	20.46'	N63°23'25"W
L42	17.43'	S84°18'11"W
L43	22.59'	S37°51'01"W
L44	29.94'	S64°33'27"W
L45	25.20'	S15°01'26"W
L46	28.85'	S17°41'34"E
L47	22.75'	S53°55'13"W
L48	25.21'	S34°42'38"E
L49	22.07'	S02°52'56"W
L50	25.21'	S50°43'44"W
L51	12.08'	N52°46'41"W
L52	30.55'	N60°01'43"W
L53	17.00'	N74°43'47"W
L54	12.07'	N10°31'37"W
L55	20.15'	N55°49'23"W
L56	25.91'	N89°16'50"W
L57	16.42'	S46°20'23"W
L58	36.84'	S84°22'36"W
L59	35.27'	N76°35'22"W
L60	16.45'	N65°36'16"W
L61	9.41'	S83°03'17"W
L62	10.40'	S11°10'36"W
L63	13.00'	S84°56'57"W
L64	17.12'	N87°28'57"W
L65	9.74'	S10°17'11"W
L66	130.24'	S10°17'11"W

SURVEYING ASSOCIATES, INC.
 2554 N. 100th STREET
 WAUWATOSA WI 53226
 PHN 414-257-2212
 FAX 414-257-2443



Frederick W. Shibilski
 FREDERICK W. SHIBILSKI S - 1154

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, Frederick W. Shibilski, a registered land surveyor do hereby certify:

That I have surveyed, divided and mapped a part of the Northwest ¼ and the Southwest ¼ of the Northeast ¼ and the Northeast ¼ and the Southeast ¼ of the Northwest ¼ of Section 10, Town 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commence at the Northeast corner of the Northwest ¼ of Section 10; thence North 89° 48' 27" West along the North line of said ¼ Section 748.16 feet; thence South 10° 17' 11" West, 541.33 feet; thence South 89° 48' 27" East, 66.02 feet to the point of beginning of the land to be described; thence South 89° 48' 27" East along the South right-of-way line of 76th Street, 588.75 feet to the intersection of the West line of 64th Avenue; thence South 02° 03' 27" East along said West line 11.16 feet to its point of termination; thence South 89° 48' 27" East, 60.00 feet to the East line of 64th Avenue; thence North 02° 03' 27" West along said East line, 11.16 feet to the point of intersection with the South line of 76th Street; thence Southeasterly 157.82 feet along said South line, said line being the arc of a curve having a radius of 598.67 feet, its center point to the South with a central angle of 15° 09' 19" and a long chord that bears South 82° 13' 47" East, 157.37 feet to a point of reverse curvature; thence continue Southeasterly 164.43 feet along said South line, said line being the arc of a curve having a radius of 656.87 feet, its center point to the North, a central angle of 14° 20' 48" and a long chord that bears South 81° 49' 31" East, 164.00 feet to a point of tangency; thence South 88° 59' 55" East along said South right-of-way line, 183.68 feet; thence South 02° 03' 27" East, 519.77 feet; thence South 88° 59' 55" East, 539.60 feet; thence South 02° 03' 55" East 175.00 feet; thence South 88° 59' 55" East, 269.94 feet to a point on the West right-of-way line of 60th Avenue; thence South 02° 03' 55" East along said West line, 937.48 feet; to a point on the Northerly line of the Union Pacific Railroad; thence Southwesterly 550.38 feet along said Northerly line, said line being the arc of a curve with a radius of 5679.65 feet and its center point to the Northwest, a central angle of 05° 33' 07" and a long chord bearing South 64° 26' 41" West, 550.15 feet to a point of tangency; thence South 87° 02' 09" West along said Northerly line, 500.34 feet; thence North 01° 02' 02" West, 620.19 feet; thence North 88° 57' 25" West, 204.47 feet; thence North 88° 59' 55" West, 620.86 feet; thence North 10° 11' 35" East, 546.53 feet; thence North 89° 48' 27" West, 473.75 feet to a point on the Easterly right-of-way line of Green Bay Road; thence North 10° 10' 52" East along said Easterly line, 698.99 feet; thence North 10° 17' 11" East along said Easterly line 269.68 feet to the point of beginning. Containing 2,766,039 square feet (63.50 acres) of land.

That I have made such survey, land division and map by the direction of Meljer Stores Limited Partnership, and Ocean Spray Cranberries, Inc., owners of said land.

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

That I have fully complied with the provisions of Chapter 238.34 of the Wisconsin State Statutes on certified surveys and the City of Kenosha Land Division and Platting Ordinance.

Dated this 12th day of September 2013.


Frederick W. Shibilski S-1154



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNERS CERTIFICATE:

Meijer Stores Limited Partnership, A Michigan Limited Partnership duly organized and existing under and by virtue of the laws of the State of Michigan as owner, does hereby certify that said Limited Partnership caused the land described to be surveyed, divided, and mapped as represented on this map.

Meijer Stores Limited Partnership does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: City of Kenosha.

IN WITNESS WHEREOF, the said Meijer Stores Limited Partnership has caused these presents to be signed by Michael L. Kinsite, it's V.P. - Real Estate at Grand Rapids, Michigan on this 2nd day of October, 2013. Legal AM

In the Presence of:

Meijer Stores Limited Partnership Bus. _____

By: Meijer Group, Inc.
Its: General Partner

LaRae B. Steigenja
LaRae B. Steigenja

By: [Signature]
Its: Michael L. Kinsite
Vice President-Real Estate

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 2nd day of October 2013, by Michael L. Kinsite, the V.P. - Real Estate of Meijer Group, Inc., a Michigan corporation, on behalf of said corporation, for and as the act of the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

Barbara J. Strayer
Notary Public, State of Michigan, County of Ottawa
My Commission expires: April 16, 2014
Acting In the County of Kent.

BARBARA J. STRAYER
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires 4/16/2014

[Signature]



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNERS CERTIFICATE:

Ocean Spray Cranberries, Inc., as owner, does hereby certify that said company caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the ordinances of the City of Kenosha.

IN WITNESS WHEREOF, Ocean Spray Cranberries, Inc., has caused these presents to be signed by Richard A. Lees at Lakeville, Wisconsin, on this 9th day of October, 2013.

Massachusetts

In the Presence of:

Ocean Spray Cranberries, Inc.

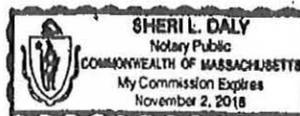
[Signature]

[Signature]

Massachusetts
STATE OF WISCONSIN)
Plymouth COUNTY)SS

Personally came before me this 9th day of October, 2013, the above named, Richard A. Lees, to me known to be the person who executed the foregoing instrument.

[Signature]
Notary Public, State of ~~Wisconsin~~ Massachusetts
My Commission expires November 2, 2018
~~Wisconsin-Reg. Land Surveyor~~
Acting in Plymouth County



[Signature]



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

COMMON COUNCIL APPROVAL

The Certified Survey Map has been submitted and approved by the Common Council of the City of Kenosha on this _____ day of _____, 2013.

Keith G. Bosman, Mayor

COMMON COUNCIL RESOLUTION

I, Deb Salas, hereby certify that the forgoing is a copy of resolution number _____ adopted by the Common Council of the City of Kenosha.

Deb Salas, City Clerk/Treasurer



EXHIBIT C

Conditional Use Permit

·Planning & Zoning
·Community Development
262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

August 9, 2013

David Behrens
Greenberg Farrow
21 S. Evergreen Avenue - Suite 200
Arlington Heights, IL 60005

Dear Mr. Behrens:

RE: Conditional Use Permit for Meijer at 7701 Green Bay Road

The Common Council approved your Conditional Use Permit at their August 5, 2013 meeting, subject to the enclosed Conditions of Approval.

Before final approval can be granted and construction permits issued, please submit four (4) copies of revised plans addressing Conditions 2.a. thru 2.g. to this office. Since this will be the third review of plans, the resubmittal shall include a payment of \$425 for the resubmittal fees.

As a reminder, a building permit must be obtained by February 5, 2014 or the Conditional Use Permit approval shall be void.

If you have any questions, please contact me at 262.653.4049 or via email at bwilke@kenosha.org.

Sincerely,

COMMUNITY DEVELOPMENT & INSPECTIONS

A handwritten signature in black ink that reads "B. R. Wilke".

Brian R. Wilke
Development Coordinator

BRW:kas
Enclosure

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Meijer 7701 Green Bay Road	July 18, 2013
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1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Raze, Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain Driveway, Sidewalk, Street Opening and Parking Lot permits from the Department of Public Works. Any work within the STH 31 or STH 50 rights-of-way will require permits from the State Department of Transportation.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. This site is considered a Unified Business Center and is therefore subject to the signage rules for a Unified Business Center.
 - d. The development shall be constructed per the approved site, drainage, utility, landscape and building plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and the Developer's Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit. The Developer's Agreement shall be approved and executed and all required assurances posted prior to the issuance of any construction permits.
 - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
 - h. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Meijer 7701 Green Bay Road	July 18, 2013
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- i. Applicant shall meet all applicable Conditions of Approval and obtain a permit for one building within six (6) months of Common Council approval. Permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.
 - j. Outdoor display of products is prohibited.
 - k. All vehicles shall be parked within the designated paved areas.
 - l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - m. Cross access shall be provided to adjacent parcels if required at a future date by the City.
 - n. Compliance with the Operational Plan dated May 6, 2013.
 - o. Storm water detention basins shall be constructed and operational prior to the issuance of a Footing and Foundation permit.
 - p. All applicable public improvements shall be completed prior to the issuance of any occupancy permits.
 - q. All Wisconsin Department of Natural Resources approvals and permits shall be obtained prior to the issuance of any construction permits.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval to address the following comments:
 - 1. All storm sewer conveying water from the public street is to be public storm sewer and is to be either within the right of way of the public street or within an easement with a minimum width of 20'. Easements are also required to provide access to the inlet and outlet structures in the proposed detention ponds. The landscape plan should avoid the placement of shade trees within the storm sewer easements.
 - 2. The owner is to provide the storm sewer and detention pond easements to the pavements or landscaping or other facilities during City maintenance (i.e. if the City needs to drive heavy equipment across the parking lot to provide maintenance to the public sewer the City is not responsible for any restoration, even if the truck needs to drive outside of the established easement). This language should also be included in the stormwater maintenance agreement.
 - 3. Label all storm sewer on the utility plan as "private" or "public".
 - 4. All public storm sewer and pipes are to be constructed to City of Kenosha standards using City details. HDPE pipe will be allowed in areas outside of the public street.
 - 5. Per City of Kenosha policy, no inlets or storm sewer structures shall have sumps.

6. The storm sewer main line between STM CB263 and STM CB 35 should be located either just behind the rec trail or in the street for access purposes. If the line is located in the street, the pipe must be reinforced concrete.
7. Revise the storm sewer alignment so that a line runs from either STM CB2 or a structure just outside of the pavement near STM CB2 to either STM CB7 or a structure just outside of the pavement near STM CB7. The public storm sewer is not to be routed through CB3, CB4, or CB8.
8. The maximum allowable slope in and around the detention ponds is 4:1.
9. The minimum berm width around the detention ponds is 10'.
10. The northeast pond contains a small area just east of driveway to 64 th Avenue that has 3' of permanent pool depth. A minimum of 4' of water depth should be included in all wet portions of the pond. Retaining walls are allowed to be used in pond areas if needed to achieve the required storage area for the pond while meeting the City's required maximum slopes, minimum berm width, and minimum water depth requirements.
11. The landscaping plan shows wildflowers to be planted to 1' below the permanent pool elevation of each pond.
12. Provide more information on the proposed plantings to be located below the secondary outlet orifice of each pond. Plantings should be able to survive partially or fully submerged as the pond drawdown time is upwards of 7 days due to the outflow restrictions of the Des Plaines River watershed.
13. The 18" and 24" pipes that drain water from each detention pond to the main outlet structures require trash grates that are a minimum of 4 times the area of the pipes. Riprap should also be placed surrounding each of the endwalls.
14. The plans propose to use a "Snout Oil and Debris Separator" to prevent debris from clogging the 1.5" bottom orifice of each pond's outlet structure. If clogging of the bottom orifice is a problem when the pond is in operation, the City reserves the right to have the owner replace the device with an alternate method of preventing dogging.
15. Provide a detail of the proposed anti-seep collars and show on plans where they are proposed to be located.
16. Per the City of Kenosha's stormwater criteria, the emergency overflow of each pond is to be either poured concrete, or an 18" thick layer of riprap buried under a thin layer of topsoil with a turf reinforcement mat above.
17. The landscape plan needs to be revised to remove the proposed trees in the areas of the emergency overflow for each pond
18. The plans call out for "American Green C350 Permanent Turf Reinforcement Mat". Per the Wisconsin DOT's Product Acceptability List, the American Green C350 is an "Erosion Control Revegetative Mat" listed as a Class II type B mat. Permanent turf reinforcement mats are listed as Class III Type B or greater. Also, show on the plans the extent of the proposed turf reinforcement mat.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Meijer 7701 Green Bay Road	July 18, 2013
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19. The detail of the outlet structure of each pond contains a top of concrete weir elevation that look unworkable. For the northeast pond, the top of concrete weir is 1' below the rim of the structure. It appears that the height of the proposed casting and the top slab of the structure would be more than 1'. The City suggests lowering the weirs to just over the 100-yr elevation of each pond, provided that allows for enough concrete over the 10" orifices to make the weir stable.
20. The proposed wetland mitigation area contains no bottom outlet. There are concerns about the mitigation area holding water at elevation 699.5. This would reduce the amount of storage area in the mitigation area and have a negative impact on the abutting residential property. It would also pool water just behind the sidewalk along Green Bay Road and then flow over the sidewalk during rain events. Provide an outlet structure with a bottom orifice elevation of 699.0 that connects to the storm sewer. Also provide the ENCAP plans for the mitigation area. If these requirements conflict with DNR or Army Corps requirements for the mitigation area please contact Jeff Hansen to discuss.
21. Clarify if the northwest pond will require a DNR Chapter 31 permit due to the pond being constructed over an existing wetland.

Traffic Comments:

1. Install No-Parking signs along the public street to prohibit parking on both sides of the street.
 2. Install ramps with detectable warning fields (natural patina) at all pedestrian/handicap accessible entrances to the building. Provide details for these ramps.
 3. Install sidewalk along Green Bay Road.
 4. Provide ramps and detectable warning fields on all island and medians on which there is a pedestrian path.
 5. Provide sidewalk cross-section details. Sidewalk shall be 4-inch thick over at least 2-inch dense aggregate.
 6. Sidewalk must continue through all driveways.
 7. North and southwest main driveways must have detectable warning fields on both sides.
 8. The asphalt multi-use trail shall be 4-inch of asphalt pavement over 4-inch of 1 ¼" dense aggregate. Consider using 6-inch concrete pavement over 2-inch aggregate if it is more economical.
 9. The public street pavement shall be 8-inch of asphalt or concrete pavement over 6 -inch of 1 ¼" dense aggregate.
 10. Provide street cross-sections and profile for the public street.
 11. We recommend concrete pavement at the loading dock area.
- b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated June 20, 2013.
- c. A Land Division shall be recorded prior to the issuance of a Footing and Foundation permit.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Meijer 7701 Green Bay Road	July 18, 2013
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- d. An exception to the number of off-street parking spaces required shall be approved by the Common Council.
- e. The right side (west) and rear (south) elevations of the gas station must meet the minimum sixty percent (60%) articulation requirement for elevations that abut a public street.
- f. A Tree Protection Permit is required for the residentially used properties on the Southwest corner of the development.
- g. The Site Plan shall show additional bike rack near the northern main entrance of the building and a bike rack near the convenience store.

/u2/acc/cp/claurieb/CITY PLAN COMMISSION/July 18/conditions-Meijer1.odt

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: June 20, 2013

Subject: Meijer Revised Plans

Location: 7701 Green Bay Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. Plan and profile sheets for the public water main within 78th Street will be required. Additionally, the developer must submit to the Wisconsin Department of Natural Resources (WDNR) for review and approval of the public water main extension. This submittal includes WDNR Forms 3300-66 and 3300-260, an owner approval letter from KWU and plans. KWU shall be copied on the submittal.
2. The water meter size and location for the main building has been reviewed and approved. However, the developer must also show the requested information for the Convenience Store.
 - a. Show the water meter size and location, including a detail or diagram, on the construction plans, not with the MEP submittal. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a gate valve on the inlet and outlet pipe.
 - b. All water meters one and one half inches (1-1/2") or greater shall have a bypass with a two way ball valve with locking handle as manufactured by RuB, Inc. or approved equal.
 - c. A 3C18 gauge cable by Belden-M, or approved equal, shall be installed in a one half inch (1/2") conduit through the exterior wall for the remote meter reader. Remote reader to be field located by KWU meter division.
3. The meter for the main building appears to be a four inch (4") size. Please note that a meter this size will require a sewer connection fee of \$82,037.00. A three inch (3") meter has a sewer connection fee of \$49,222.00 and a two inch (2") meter has a sewer connection fee of \$26,252.00. Please also note that the Convenience Store will also have a sewer connection fee based on the meter size.

4. The service saddle for the Convenience Store service shall be specified as a Smith-Blair 317, Mueller DR2S or Ford FC 202.
5. The curb stop for the Convenience Store service shall be specified as a Mueller 300 Model B-25204, AY McDonald 6100 or Ford B22-XXX.
6. Pressure and bacteria testing (Notes 7.1 and 7.2 on Sheet C002) shall conform to KWU standards, not the Standard Specifications as described on the plans.
7. Additional information shall be noted for the gate valves (Note 11.1 on Sheet C002). Gate valves shall be AFC (American Flow Control), Kennedy, Clow or Mueller and shall be mechanical joint with a minimum pressure rating of 200 psi. All valves shall have non-rising stems and a two inch (2") square, tapered operating nut. All packing gland to bonnet and bonnet to body nuts and bolts shall be stainless steel.
8. Valve spacing along the public main shall be no more than 500 feet in accordance with NR 811.70.
9. The proposed check valve manufacturer/model shall be noted on the plans and submitted to KWU for review and approval. Also, a detail for the check valve and vault shall be shown on the plans.
10. Check valves shall be preceded and followed by a shut-off valve per NR 811.63. The service valves shown at each connection point may serve as one of these required valves, but shall be moved to within two feet (2') of the right-of-way.
11. All water main construction within 78th Street shall be inspected by KWU personnel.
12. Written authorization for KWU access to the sampling manhole (SAN SAMPLING MH4) must be provided.
13. The plans make reference to a demolition plan but one was not provided. The demolition plan shall be provided and it shall be noted that in addition to sewer services to be bulkheaded that the water services shall be cut and sealed at the property line and the valve boxes abandoned.
14. There are multiple points of direct conflict or insufficient vertical separation between the public water main and the storm sewer. These locations are as follows:
 - a. The crossing between CB 6 and CB 7 (only 0.2' of separation)
 - b. The crossing between CB 1 and CB 2 (direct conflict)
 - c. The crossing between CB 24 and CB 25 (only 0.6' of separation)
 - d. The crossing between CB 27 and CB 28 (only 0.7' of separation)
 - e. The crossing between CB 30 and CB 31 (direct conflict)
 - f. The crossing between CB 33 and CB 34 (direct conflict)
 - g. The crossing between CB 36 and CB 37 (direct conflict)
15. Additionally, there are multiple points of direct conflict or insufficient vertical separation between the private water main and the storm sewer. These are being provided for your information only and correction is not required for KWU approval. These locations are as follows:
 - a. The crossing between CB 8 and CB 9 (direct conflict)
 - b. The crossing between CB 15 and CB 17 (only 0.2' of separation)
 - c. The crossing between CB 38 and the truck dock tile (direct conflict)
 - d. The 8" crossing between CB 35 and CB 38 (direct conflict)
 - e. The crossing between CB 37 and CB 38 (direct conflict)

f. The crossing between CB 38 and the Northeast Detention outlet (direct conflict)

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

NOTE:
STORMWATER MANAGEMENT PANS TO BE MAINTAINED BY DEVELOPER/
OWNER'S ASSOCIATION.

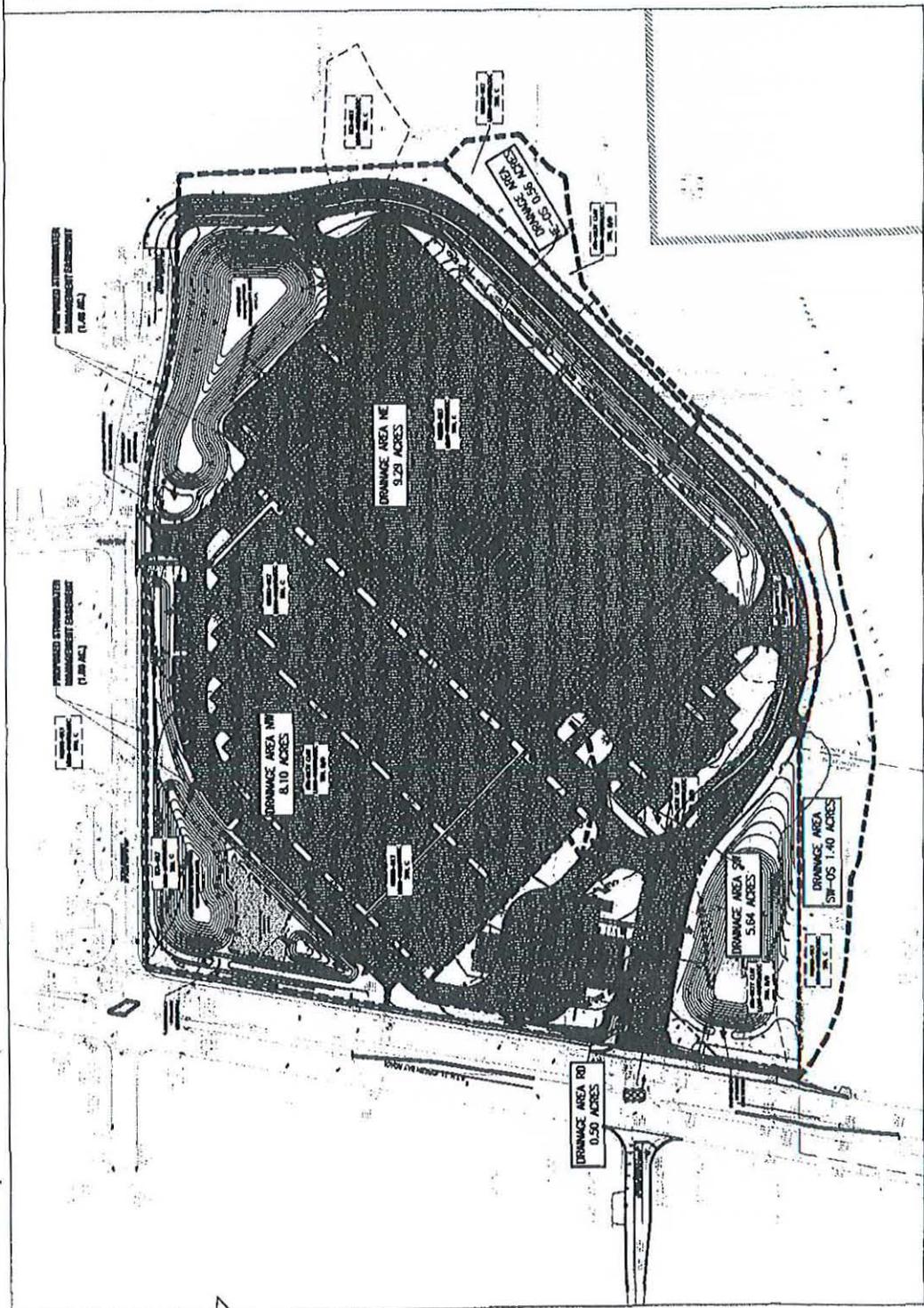
EXHIBIT F: STORMWATER MANAGEMENT PLAN

meijer
Store #284
GREEN BAY ROAD & 78TH ST
KENOSHA, WISCONSIN

PROJECT NO. J130000004
DATE: 11/11/11
DRAWN BY: J. J. JENSEN
CHECKED BY: J. J. JENSEN
APPROVED BY: J. J. JENSEN

REVISION SUMMARY
NO. DATE DESCRIPTION
1 11/11/11 Initial Design
2 11/11/11 Final Design

LEGEND:
Proposed Stormwater Management Equipment (1.00 Acre)
Proposed Stormwater Management Equipment (1.00 Acre)
Proposed Stormwater Management Equipment (1.00 Acre)



MEJOR ENGINEERING
1000 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414.224.1100
WWW.MEJORENGINEERING.COM

GENERAL UTILITY NOTES:

1. ALL UTILITY LINES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND DEPTH OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
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12. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
13. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
14. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
15. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
16. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
17. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
18. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
19. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.
20. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR PUBLIC WORKS.

BENCHMARKS:

1. BENCHMARK 1: 1000 W. WISCONSIN ST. AT GREEN BAY ROAD, STA. 1+00.00.
2. BENCHMARK 2: 1000 W. WISCONSIN ST. AT GREEN BAY ROAD, STA. 1+00.00.

FLOOD ZONE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLOOD ZONE MAP FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLOOD ZONE MAP FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLOOD ZONE MAP FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLOOD ZONE MAP FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO CONSTRUCTION.

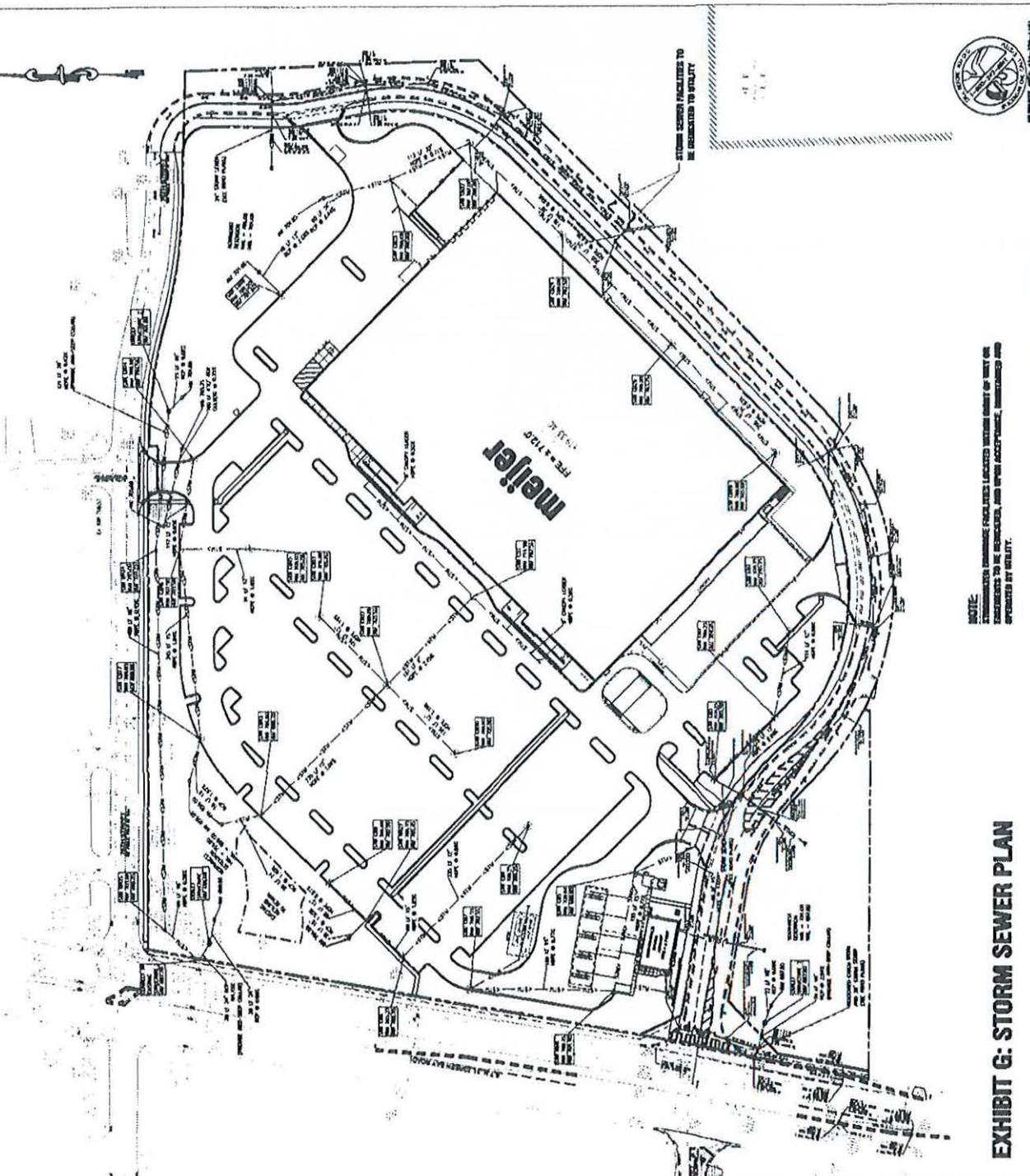


PRELIMINARY PLANS
(NOT FOR CONSTRUCTION)

PROJECT INFORMATION

A5

SCALE: 1" = 40'



NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLOOD ZONE MAP FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A FLOOD ZONE MAP FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO CONSTRUCTION.

EXHIBIT G: STORM SEWER PLAN

A1 OVERALL UTILITY PLAN

SCALE: 1" = 40'

EXHIBIT H

Maintenance Agreement

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR
STORMWATER MAINTENANCE FACILITIES
BY AND BETWEEN THE CITY OF KENOSHA,
WISCONSIN, AND MEIJER STORES LIMITED
PARTNERSHIP

DOCUMENT NUMBER

DOCUMENT TITLE

Please see attached:

Stormwater Management Practices Maintenance Agreement For
Stormwater Maintenance Facilities By And Between The City Of
Kenosha, Wisconsin, And Meijer Stores Limited Partnership

This space is reserved for recording data

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

See Exhibit A
Parcel Identification Number

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MAINTENANCE FACILITIES

By And Between

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

And

MEIJER STORES LIMITED PARTNERSHIP
A Michigan Limited Partnership

THIS AGREEMENT, made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, hereinafter referred to as "CITY", and MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER is the owner of real estate legally described on Exhibit A as "Lot 1" and "Outlot 1" situated in the City of Kenosha, County of Kenosha, State of Wisconsin hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site storm water facilities, hereinafter referred to as "Stormwater Management Facilities" be designed, constructed and maintained on the REAL ESTATE to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, and the Development Agreement between the CITY, the Kenosha Water Utility and OWNER; and

WHEREAS, the CITY requires that on-site Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any owners' association in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Development Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, CITY and OWNER agree as follows:

1. The OWNER of Lot 1, its successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities on the REAL ESTATE as often as conditions require, but in any event at least twice each year. The Operation and Maintenance Report attached to this Agreement as Exhibit "B", and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the REAL ESTATE. The OWNER of Lot 1, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed for a period of three (3) years following such inspection or maintenance. The Operation and Maintenance Reports and the Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Facilities on the REAL ESTATE. The inspections shall cover all Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, berms, outlet structures, basin areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.

2. The OWNER of Lot 1, its successors and assigns, including any owners' association, shall adequately maintain the Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, all pipes and channels built to convey stormwater to the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit "C", and by this reference made a part hereof ("Maintenance Standards").

3. The OWNER of Lot 1, its successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary. The purpose of inspection is to determine compliance with this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER of Lot 1, its successors and assigns, including any owners' association, copies of the inspection findings and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

4. If the OWNER of Lot 1, its successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities on the REAL ESTATE in good working condition such that the Stormwater Management Facilities on the REAL ESTATE are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time, the CITY may:

a. Issue a citation to the OWNER of Lot 1, its successors and assigns, under Section 36.13 of the Code of General Ordinances, as amended from time to time; or,

b. Perform the corrective actions identified in the Inspection Report and assess the OWNER of Lot 1, its successors and assigns, including any owners' association, for the cost of such work. The cost of such work shall be specially assessed against the REAL ESTATE pursuant to Section 66.0703, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement area for the Stormwater Management Facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the REAL ESTATE, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

5. The OWNER of Lot 1, its successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities on the REAL ESTATE in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C.

6. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER of Lot 1, its successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder.

7. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly.

8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the REAL ESTATE, and be recorded at the Kenosha County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S administrators, executors, assigns, heirs and any other successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the REAL ESTATE.

9. 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:

- a. **OWNER:**
Meijer Stores Limited Partnership
2929 Walker Avenue NW
Grand Rapids, Michigan 49544
Attn: Real Estate

With a copy to:
Meijer Stores Limited Partnership
2929 Walker Avenue NW
Grand Rapids, Michigan 49544
Attn: Legal Department (Real Estate)

- b. **CITY:**
City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:
Director, Stormwater Utility
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

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein or in that certain Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the OWNER and CITY in connection with the Stormwater Management Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2013, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

"LOT 1" shall be defined as follows:

LOT 1, CERTIFIED SURVEY MAP NO. _____, RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON _____, 2013 AS DOCUMENT NO. _____, BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Numbers:

03-122-10-201-051, 03-122-10-201-055, 03-122-10-201-060, 03-122-10-201-065,
Part of 03-122-10-201-070, Part of 03-122-10-126-071, Part of 03-122-10-201-075,
Part of 03-122-10-276-005, Part of 03-122-10-151-001.

"OUTLOT 1" shall be defined as follows:

OUTLOT 1, CERTIFIED SURVEY MAP NO. _____, RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON _____, 2013 AS DOCUMENT NO. _____, BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Numbers:

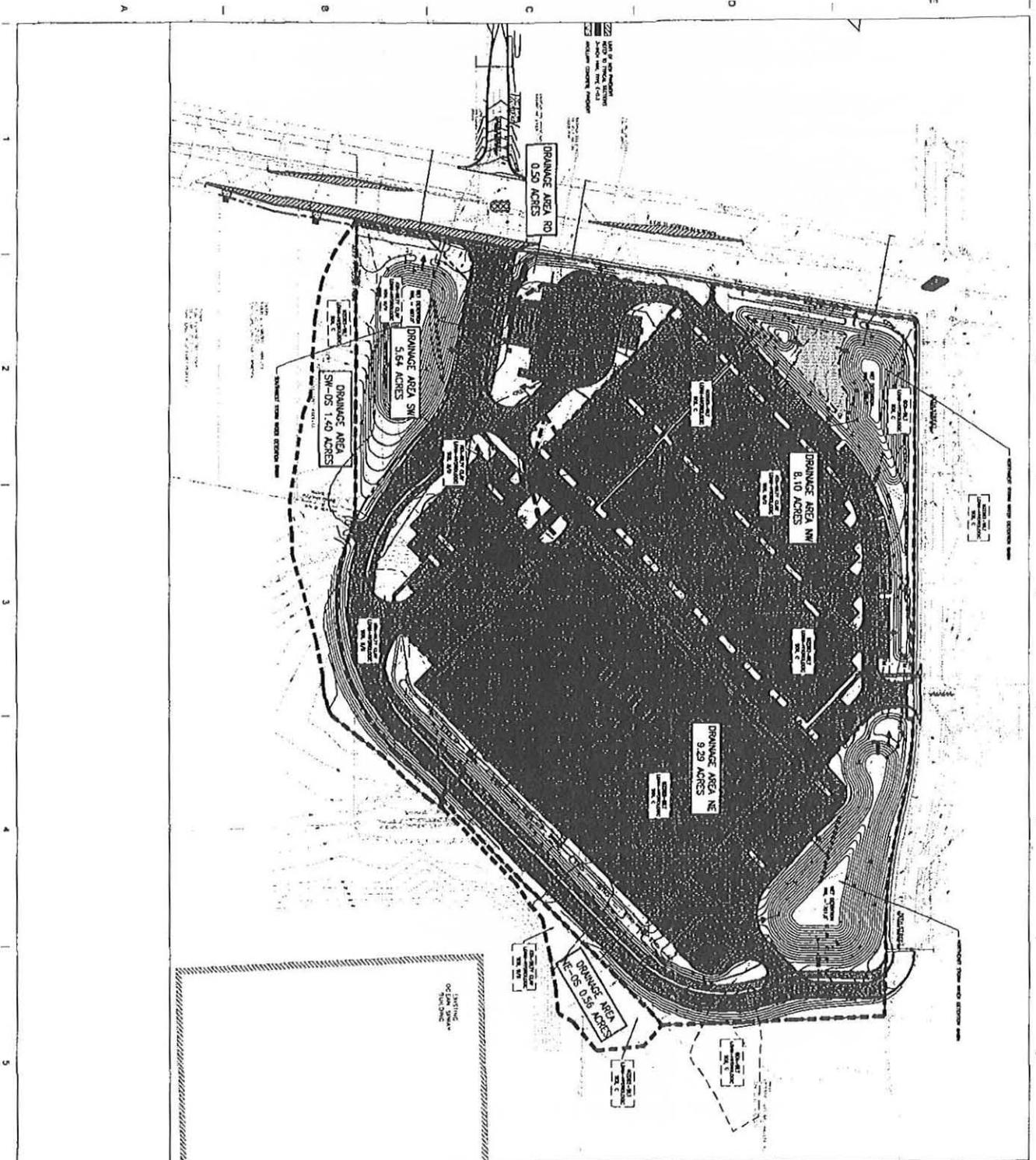
Part of 03-122-10-201-075, Part of 03-122-10-276-005

Exhibit B Operation and Maintenance Report

Owner: <u>Meijer Store #284</u>	Phone No.: _____			
Parcel No.: _____	Address: _____			
City: _____	State: _____			
Zip: _____	Contact Name: _____			
Date of Inspection (mm/dd/yy): _____	Inspection <input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____			
Time of Inspection Start: _____ End: _____	Name of Individual Performing Inspection (please print): _____			
Weather Conditions during Inspection: _____				
Stormwater Facility Inspection				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin - Northeast Stormwater Management Area				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
	-	-	Sediment Level	
Sediment Level				
Dredging Required	Yes	No		
Wet Detention Basin - Northwest Stormwater Management Area				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
	-	-	Sediment Level	
Sediment Level				
Dredging Required	Yes	No		

Operation and Maintenance Report

Stormwater Facility Inspection				
Condition	Good	Bad	Requires	Notes: (Condition / Corrective Action)
Wet Detention Basin - Southwest Stormwater Management Area				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
	-	-	Sediment Level	
Sediment Level				
Dredging Required	Yes	No		
Signature of Inspector				Date
Signature of Owner				Date



LEGEND:

- EXISTING
- PROPOSED
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- EXISTING CURB
- PROPOSED CURB
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING LIGHT
- PROPOSED LIGHT
- EXISTING TREE
- PROPOSED TREE
- EXISTING PLANT
- PROPOSED PLANT

DETENTION SUMMARY

Area	Area (Acres)	Runoff Coefficient	Time of Concentration (min)	Peak Discharge (cfs)	Volume (cu ft)
DRAINAGE AREA RO	0.50	0.40	10	1.5	100
DRAINAGE AREA SW	5.64	0.40	15	15.0	1000
DRAINAGE AREA SW-OS	1.40	0.40	15	4.0	300
DRAINAGE AREA NW	8.10	0.40	20	24.0	1500
DRAINAGE AREA NE	9.29	0.40	25	28.0	1800
DRAINAGE AREA SE-OS	0.56	0.40	10	1.7	120
TOTAL	25.49	0.40	20	74.2	4720

PROPOSED CONDITIONS

GRAPHIC SCALE
1" = 100'



Exhibit C

Storm Water Maintenance Standards – Reference Only

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Detention Basins – General
 - a. Wet Detention Basins
 1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas.
 2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin area.
8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

- b. Wet Detention Basins – In addition to the above requirements
1. Mowing: Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
 2. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
 3. Sediment removal: Soundings shall be taken 8 years after construction or dredging of the basins and then in 5 year intervals or at intervals agreed upon by the City based on the rate of sediment accumulation in the basin. When the average water depth of the permanent pool is 3.5 feet the entire basin will need to be dredged or excavated to the original plan elevation.

EXHIBIT J

Wisconsin Department of Transportation Letter Dated June 26, 2013



Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

June 26, 2013

JEFF LABAHN
CITY OF KENOSHA
625 52ND STREET RM 308
KENOSHA, WI 53140

Subject: Log #16 – Development Submittal
Meijer Kenosha Development
WIS 31 & 76th Street
Kenosha County

Dear Mr. Labahn:

The Traffic Impact Analysis (TIA) performed by Traffic Analysis and Design, Inc. (TADI) covering the Meijer Kenosha development has allowed the Department to understand the impacts of the subject development and identify the necessary improvements. The attached lists the improvements that are to be constructed as a result of this development.

The development can now proceed to the Department's Permit Process. The permit plans will require design preparation (please see attached plan requirements). **All permits will be issued to the maintaining authority and the design consultant will need to forward permit plans for review and submittal.**

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-5626. Please direct any questions regarding the Trans 233 process to Sue King, Land Division Coordinator, at (262) 548-6713. Andy Maxwell at (262) 521-5344 will coordinate any permit issuance for this project. Please reference the log number (#16) when forwarding all correspondence.

Sincerely,

A handwritten signature in cursive script that reads "Art Baumann".

Art Baumann, P.E.
Traffic Operations Engineer

Attachments

Cc: Sheri Schmit / Robert Elkin / Hans Higdon, DOT
Dave Brantner / Judy Johnson / Allison Blackwood, DOT
Andy Maxwell / Sue King / Susan Voight, DOT
Jason Dahlgren / Chris Squires, DOT
John Bieberitz / Tamara Czewski, TADI

Log #16 Meier Kenosha Development

Location: WIS 31 and 76th Street, Kenosha County
Prepared by: TADI
Review Unit: Traffic Operations
Reviewer: Justin Schueler / Art Baumann
Date: June 26, 2013

Improvement Measures

General Notes

Design

- 1) Contact the WisDOT permit coordinator (Andy Maxwell at 262-521-5344) prior to plan submittal to identify the plans that are required and obtain any supplemental design guidelines. Incomplete submittals will be returned without review.
- 2) The design for the improvements on WIS 31 and 75th Street (WIS 50) shall be prepared in accordance with the FDM requirements for design and plan preparation. The design shall accommodate a WB-65 truck. All lanes are to be a minimum of 12 feet in width, unless otherwise specified (final width to be determined during design). All left turn lanes *should* be opposing. All necessary drainage, utility, signage and pavement marking improvements shall be provided. Signing plan shall include sign details and signs that require moving.
- 3) For questions regarding signing or pavement marking, please contact Tom Heydel at tom.heydel@dot.wi.gov or (262) 548-6763. For questions regarding work zone traffic control plans please contact Tom Heydel or the permit coordinator.
- 4) Pedestrian/Bicycle accommodations and ADA requirements shall be addressed where appropriate. Please contact Chris Squires, WisDOT Pedestrian/Bicycle Facilities Coordinator, at (262) 521-4417 or christoper.squires@dot.wi.gov with questions regarding pedestrian/bicycle accommodations.
- 5) A WisDOT reconstruction project (ID# 1310-10-70) along 75th Street (WIS 50) in the study area is currently planned for 2018 construction. Please contact Jason Dahlgren at (262) 521-5349 for additional information.

Right of Way

- 1) A party other than the WisDOT shall acquire any required right-of-way for the improvements.

Utilities

- 1) Utility coordination may be the responsibility of the municipality/developer consultant representative) constructing the work.
- 2) Utility relocations that occur as a result of this work may not be covered under Wisconsin Administrative Rule TRANS 220. The municipality/developer (or their consultant representative) requesting the work shall be responsible for all costs associated with the needed relocation of any utility facility as a result of the work.

Access

- 1) Access to the public street network for this development is expected to be provided at three locations. The first is to be located at the WIS 31 intersection with 78th Street (access forms the east leg of the intersection). The other two access points are expected to be located on 76th Street (one aligning with 64th Avenue and the second located approximately 450 feet east of 64th Avenue). A new roadway with public access rights shall be constructed between WIS 31 and 76th Street (west end aligning with 78th Street; east end located on

76th Street, 450' east of 64th Avenue). Any additional access driveways to the site are expected to be located on the new roadway.

- 2) **The municipality/developer (or their consultant representative) shall be responsible for notifying any offsite property or business owners whose access or operations will be impacted as a result of the proposed development. The municipality/developer shall provide the department with written documentation verifying that all impacted property or business owners have been contacted prior to permit submittal.**

Traffic Signals

- 1) The WisDOT Traffic Operations team reserves the right of first refusal to design the traffic signal plans for the WIS 31 intersection with 78th Street (if applicable). Please contact Allison Blackwood at (262) 521-5367 to discuss who will be responsible for designing the traffic signals. Traffic signal plans prepared by a consulting firm shall be submitted to Judy Johnson for final approval by a WisDOT signal engineer. Upon receiving final approval, the consultant shall submit an original signed and sealed hard copy to Dave Brantner at (262) 548-8736. **Traffic signal plans submitted for permit without a WisDOT signal engineer signature approval will be returned.** Final electronic (MicroStation) traffic signal plan files shall be submitted to Judy Johnson prior to issuance of permit.
- 2) The design consultant retained by the developer/municipality shall contact Allison Blackwood to schedule a scoping meeting prior to the signal design/update.
- 3) An engineering services agreement shall be required for the traffic signals work by WisDOT. This agreement will cover WisDOT signal design work and plan preparation (if any), the cost of any State furnished signal control equipment (above ground) and WisDOT staff time for site visits, coordination, review, and field inspection. **Requests for the engineering services agreement shall be made to Allison Blackwood a minimum of 15 days prior to the scoping meeting. The engineering services agreement shall be signed and submitted to Allison Blackwood prior to the submission of the electronic intersection geometric plans. A signed Engineering Services Agreement shall be in place prior to WisDOT performing any engineering services.**
- 4) Traffic signal plans shall be prepared in accordance with FDM and TSDM (Traffic Signal Design Manual) standards for all signalized intersections (current or proposed) whose design and/or operational improvements will conflict with the location of existing traffic signal system infrastructure (including, but not limited to: conduit, pull boxes, cabinets, signal poles, hardwire, and loop detectors), require readjustments to the current timing or phasing plans, or require the installation of additional or new signal infrastructure or hardware. **Plans shall be submitted in MicroStation 2D V8 format per FDM standards requirements to WisDOT or the consultant firm preparing the traffic signal plans. Plans submitted shall be in the county coordinate system.** If further verification of signal infrastructure or timing impacts based on recommended improvements is needed, questions or concerns should be directed to the WisDOT Signal Operations team (Dave Brantner) prior to permit issuance.
- 5) **If traffic signal loops are to be placed on private property as part of the signal installation, a maintenance easement to the benefit of WisDOT shall be obtained from the private property owner.** The easement shall allow the WisDOT to enter the property at its discretion to maintain the loops. The easement shall encompass an area equal to the width of the driveway and extend from the road right-of-way to 20 feet past the furthest loop detector.

Build Improvements

The following improvements shall be designed, constructed and paid for by the City of Kenosha/Developer prior to the development opening. These improvements are expected to be implemented prior to the WIS 50 reconstruction project (ID # 1310-10-70) currently scheduled for 2018. No additional improvements will be required for the development as part of the WIS 50 reconstruction project.

WIS 50 Corridor

- 1) Optimize signal timings at WIS 50 intersections with 70th Avenue, WIS 31, and 60th Avenue.

WIS 50 & 64th Avenue

- 1) The median opening shall be restricted to allow left-in/right-in/right-out movements only.
- 2) The east approach shall have three westbound lanes (one exclusive left-turn lane, one exclusive through lane, and one shared through/right-turn lane with shoulder). The westbound left-turn lane shall have a minimum storage of 165 feet and proper taper.
- 3) No additional improvements are required at this location.

WIS 50 & 60th Avenue

- 1) The west approach shall have four eastbound lanes (one exclusive left-turn lane, two exclusive through lanes, and one exclusive right-turn lane). The eastbound left-turn lane shall have a minimum storage of 350 feet and proper taper.
- 2) No additional improvements are required at this location.

WIS 31 & 76th Street

- 1) The median opening shall be restricted to allow left-in/right-in/right-out movements only.
- 2) No additional improvements are required at this location.

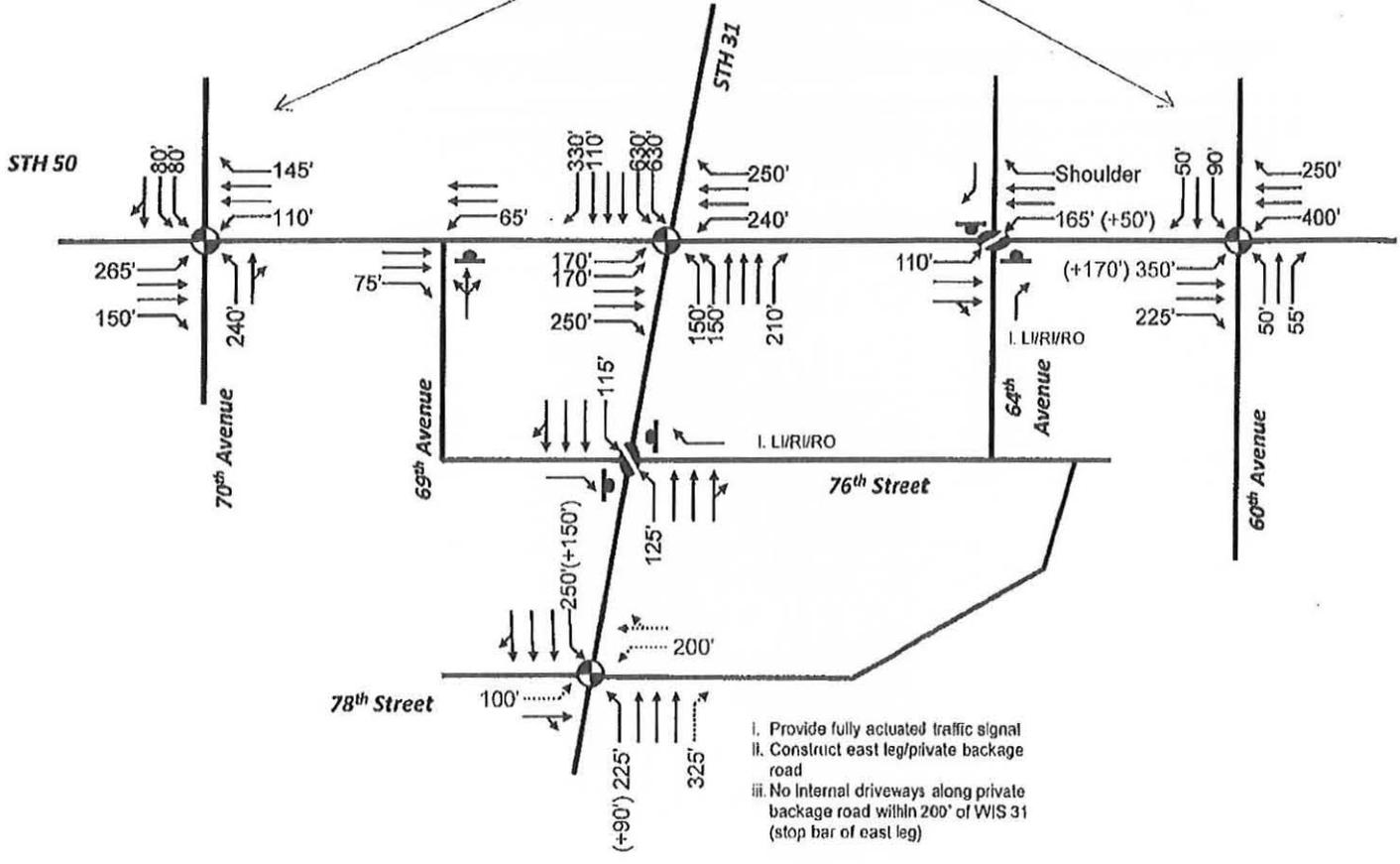
WIS 31 & 78th Street

- 1) A new roadway with public access rights shall be constructed between WIS 31 and 76th Street. The new roadway will form the east leg of the WIS 31 intersection with 78th Street.
- 2) A fully actuated traffic signal shall be installed at the WIS 31 intersection with 78th Street/New Roadway.
- 3) The south approach shall have five northbound lanes (exclusive left-turn lane, three exclusive through lanes, and one exclusive right-turn lane). The northbound left-turn lane shall have a minimum storage of 225 feet and proper taper. The northbound right-turn lane shall have a minimum storage of 325 feet and proper taper.
- 4) The east approach shall have two westbound lanes (exclusive left-turn lane and shared through/right-turn lane). The westbound left-turn lane shall have a minimum storage of 200 feet and proper taper. No internal driveways along the New Roadway shall be placed within 200 feet of the east approach stop bar.
- 5) The north approach shall have four southbound lanes (exclusive left-turn lane, two exclusive through lanes, and one shared through/right-turn lane). The southbound left-turn lane shall have a minimum storage of 250 feet and proper taper.
- 6) The west approach shall have two eastbound lanes (exclusive left-turn lane and shared through/right-turn lane). The eastbound left-turn lane shall have a minimum storage of 100 feet and proper taper.



Improvement Letter – Development Only

Optimize signal timings
along WIS 50



1-5

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	December 5, 2013	Item 6
Approve Acceptance of the Quit Claim Deed from Meijer Stores Limited Partnership to the City of Kenosha for 76th Street right-of-way, west of 64th Avenue. (Meijer) District #14) PUBLIC HEARING (Also referred to Public Works Committee)			

LOCATION/SURROUNDINGS:

Site: 7701 Green Bay Road

NOTIFICATIONS/PROCEDURES:

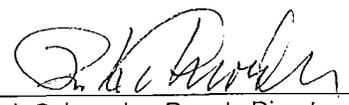
The alderperson of the district, Alderperson Prozanski, has been notified. This item has been referred to the Public Works Committee before final review by the Common Council.

ANALYSIS:

- The Quit Claim Deed deeds Meijer Stores Limited Partnership interest in part of the constructed 76th Street, to the City.

RECOMMENDATION:

A recommendation is made to accept the Quit Claim Deed.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

QUITCLAIM DEED

Document Number

Document Name

Pursuant to Wis. Stat. Sec. 77.25(2r) this conveyance is exempt from the real estate transfer fee.

Recording Area

Name and Return Address:

Aaron Morrissey, Atty
Meijer – Legal Department
2929 Walker Avenue, N. W.
Grand Rapids, MI 49544

Part of 03-122-10-201-051

Parcel Identification Number(s)

QUITCLAIM DEED

MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, the "Grantor", whose mailing address is 2929 Walker Ave., N.W., Grand Rapids, Michigan 49544 **QUITCLAIMS** to **THE CITY OF KENOSHA**, a municipal corporation, the "Grantee", whose mailing address is 625 52nd Street, Kenosha, Wisconsin 53140, all of Grantor's interest in the parcel of property located in Kenosha County, City of Kenosha, Wisconsin, described as follows:

That part of the Northeast ¼ of the Northwest ¼ of said Section 10 described as follows: Commencing at the intersection of the South right-of-way line of 76th Street with the West right-of-way line of 64th Avenue; thence North 02° 03' 27" West 68.86 feet to the point of beginning of the land to be described; thence North 89° 48' 27" West, 160.05 feet to a point on the North right-of-way line of 76th Street; thence North 02° 03' 27" West along said North line, 11.27 feet; thence South 89° 48' 27" East along said line, 160.05 feet to a point on the West right-of-way line of 64th Avenue; thence South 02° 03' 27" East, 11.27 feet to the point of beginning. Containing 1,802 square feet (0.04 acres) of land.

DATED: _____, 2013

MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc.
Its: General Partner

By: _____
Michael L. Kinstle
Its: Vice President – Real Estate

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Personally came before me on _____, 2013, the above-named Michael L. Kinstle, the Vice President-Real Estate of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

Notary Public, State of MI, County of: _____
My commission expires: _____
Acting in the County of: Kent

THIS INSTRUMENT
DRAFTED BY:
Aaron Morrissey, Esq.
Meijer
2929 Walker Ave., N.W.
Grand Rapids, MI 49544

C-10

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	December 5, 2013	Item 7
Permanent Sidewalk and Multi-Use Path Easement and Agreement By and Between Meijer Stores Limited Partnership and the City of Kenosha, Wisconsin. (Meijer) (District #14) PUBLIC HEARING (Also referred to Public Works Committee)			

LOCATION/SURROUNDINGS:

Site: 7701 Green Bay Road

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Prozanski, has been notified. This item has been referred to the Public Works Committee before final review by the Common Council.

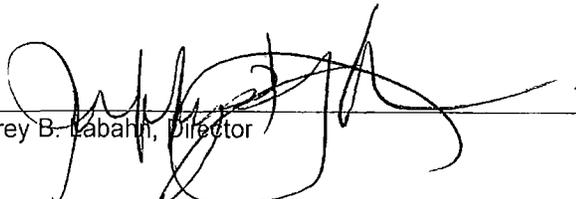
ANALYSIS:

- A portion of the multi-use path that Meijer Stores will be constructing along 78th Street will be located on private property owned by Meijer. As a result, Meijer will be providing the City with a Permanent Easement for the multi-use path.
- The Agreement requires Meijer to maintain the path. If the path is not maintained, the City can do corrective work and bill the owner.

RECOMMENDATION:

A recommendation is made approve the Easement and Agreement.


 Rich Schroeder, Deputy Director


 Jeffrey B. Labahn, Director

PERMANENT SIDEWALK AND MULTI-USE
PATH EASEMENT AND AGREEMENT BY AND
BETWEEN MEIJER STORES LIMITED
PARTNERSHIP AND THE CITY OF KENOSHA,
WISCONSIN

Document Number

Document Title

Please see attached:

Permanent Sidewalk and Multi-Use Path Easement and Agreement By and
Between Meijer Stores Limited Partnership and the City of Kenosha,
Wisconsin.

This space is reserved for recording data

Return to

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

See Exhibits A, B and C
Parcel Identification Numbers

PERMANENT SIDEWALK AND MULTI-USE PATH
EASEMENT & AGREEMENT

By and Between

MEIJER STORES LIMITED PARTNERSHIP

And

THE CITY OF KENOSHA

This Permanent Sidewalk and Multi-Use Path Easement and Agreement (this "Easement and Agreement") made by and between Meijer Stores Limited Partnership, a Michigan limited partnership as "Grantor" and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin as "Grantee".

Grantor is the owner of real estate legally described on Exhibit A as "Lot 1" situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "Real Estate."

Pursuant to the terms of a separate development agreement between Grantor and Grantee, a copy of which is on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works (the "Development Agreement"), Grantor shall design, construct and install sidewalks and a multi-use path as part of Grantor's development of Lot 1.

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conditioned upon Grantor's failure to maintain the sidewalk or the multi-use path within the Easement Area in accordance with the terms of this Easement and Agreement, and Grantor's failure after notice thereof to perform the required corrective actions in the time specified in this Easement and Agreement, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement, in, to and under and across that certain portion of the Real Estate legally described on Exhibit B, and as shown on Exhibit C, both attached hereto and by this reference incorporated herein (the "Easement Area") to replace, maintain, and repair the sidewalk and the multi-use path as described in the executed Development Agreement (hereinafter "Permitted Work"), together with the right to, within the Easement Area, remove trees, bushes, undergrowth, and remove other structures and obstructions interfering with the sidewalk or multi-use path.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that, except as set forth in the plans approved as part of the executed Development Agreement, no structure, landscaping or paving shall be erected or placed over or upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee. The Grantee shall exercise reasonable efforts to complete the Permitted Work, so as to minimize the interference with the

development, operation, and use of the Grantor's property. Grantee shall notify Grantor before commencing any Permitted Work that disturbs/modifies the Real Estate or the Grantor's property under this Easement and Agreement, 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.

For the purpose of performing Permitted Work, Grantee shall have the right to enter and pass over and use the Real Estate and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work, but shall do so with the least inconvenience practicable to the Grantor. Upon completion of Permitted Work, Grantee shall restore the Easement Area and surrounding property to the condition prior to such Permitted Work.

GRANTOR hereby grants permission to GRANTEE, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the sidewalk and the multi-use path within the Easement Area whenever GRANTEE deems necessary. The GRANTEE shall provide GRANTOR copies of the inspection findings and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by GRANTEE.

If GRANTOR fails to maintain the sidewalk and the multi-use path within the Easement Area in good condition acceptable to GRANTEE, and does not perform the required corrective actions in the specified time, GRANTEE may perform the corrective actions and assess GRANTOR for the cost of such work. The cost of such work shall be specially assessed against the REAL ESTATE pursuant to Section 66.0703, Wisconsin Statutes.

In the event GRANTEE, pursuant to this Easement and Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, GRANTOR shall reimburse GRANTEE within thirty (30) days of receipt of written demand for payment of all actual costs incurred by GRANTEE hereunder.

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:

- a. **GRANTOR:**
Meijer Stores Limited Partnership
2929 Walker Avenue NW
Grand Rapids, Michigan 49544
Attn: Real Estate

With a copy to:
Meijer Stores Limited Partnership
2929 Walker Avenue NW
Grand Rapids, Michigan 49544
Attn: Legal Department (Real Estate)

b. GRANTEE:
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

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is accepted by the Common Council of the City of Kenosha and fully executed by the Grantor and Grantee. 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. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

GRANTOR:

MEIJER STORES LIMITED PARTNERSHIP

A Michigan Limited Partnership

By: Meijer Group, Inc., a Michigan corporation

Its: General Partner

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)

:SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ___ day of _____ 2013, by _____, the _____ of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

Notary Public, State of Michigan, County of _____

My commission expires: _____

Acting in the County of Kent.

GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2013, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

“LOT 1” shall be defined as follows:

LOT 1, CERTIFIED SURVEY MAP NO. _____, RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON _____, 2013 AS DOCUMENT NO. _____, BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Numbers:

03-122-10-201-051, 03-122-10-201-055, 03-122-10-201-060, 03-122-10-201-065,
Part of 03-122-10-201-070, Part of 03-122-10-126-071, Part of 03-122-10-201-075,
Part of 03-122-10-276-005, Part of 03-122-10-151-001.

EXHIBIT B



12' WIDE MULTI-USE PATH EASEMENT ALONG THE NORTH SIDE OF 78TH STREET

A 12 foot wide multi use path easement located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Town 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows: Commencing at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 10; thence North $89^{\circ} 48' 27''$ West along the North line of said $\frac{1}{4}$ Section, 748.16 feet; thence South $10^{\circ} 17' 11''$ West, 799.50 feet; thence South $10^{\circ} 10' 52''$ West, 434.28 feet; thence South $79^{\circ} 49' 08''$ East, 99.54 feet to a point on the North right-of-way line of 78th Street and the point of beginning of this easement; thence North $24^{\circ} 51' 32''$ West along said North line 15.27 feet; thence South $79^{\circ} 49' 08''$ East, 182.14 feet to a point of curvature; thence Southeasterly 176.88 feet along the arc of a curve with a radius 292.50 feet, its' centerpoint to the Southwest, and a central angle of $34^{\circ} 38' 50''$ with a long chord bearing South $62^{\circ} 29' 43''$ East, 174.19 feet to a point of compound curvature; thence Southeasterly 50.75 feet along the arc of a curve having a radius of 318.50 feet with its' centerpoint to the Southwest and a central angle of $9^{\circ} 07' 44''$ with a long chord that bears South $40^{\circ} 36' 26''$ East, 50.69 feet to a point of reverse curvature; thence Southeasterly 101.07 feet along the arc of a curve having a radius of 211.50, its' centerpoint to the Northeast and a central angle of $27^{\circ} 22' 50''$ with a long chord that bears South $49^{\circ} 43' 59''$ East, 100.11 feet to a point on the Northerly right-of-way line of 78th Street; thence Northwesterly 94.67 feet along said North line, said line being the arc of a curve having a radius of 270.00 feet with its' centerpoint to the Northeast and a central angle of $20^{\circ} 05' 22''$ with a long chord bearing North $55^{\circ} 12' 59''$ West, 94.18 feet; thence North $45^{\circ} 10' 18''$ West along said line, 57.59 feet to a point of curvature; thence Northwesterly 169.32 feet along said North line, said line being the arc of a curve having a radius of 280.00 feet with a centerpoint to the Southwest and a central angle of $34^{\circ} 38' 50''$ with a long chord bearing North $62^{\circ} 29' 43''$ West, 166.75 feet; thence North $79^{\circ} 49' 08''$ West along said North line 173.37 feet to the point of beginning. Containing 5,228 square feet, (0.12 acres) of land.

EXHIBIT B



SIDEWALK EASEMENT

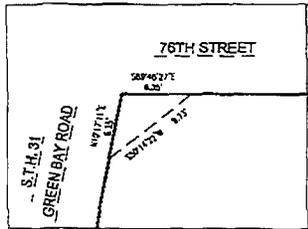
A sidewalk easement located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Town 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows: Commencing at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 10; thence North $89^{\circ} 48' 27''$ West along the North line of said $\frac{1}{4}$ Section, 748.16 feet; thence South $10^{\circ} 17' 11''$ West, 541.33 feet; thence South $89^{\circ} 48' 27''$ East, 66.02 feet to the point of beginning of this easement; thence South $89^{\circ} 48' 27''$ East along the South line of 76th Street, 6.35 feet; thence South $50^{\circ} 14' 22''$ West, 9.73 feet to a point on the Easterly right-of-way line for State Trunk Highway 31/Green Bay Road; thence North $10^{\circ} 17' 11''$ East along said line, 6.35 feet to the point of beginning. Containing 20 square feet of land.

FOUND CONC. MON.
W/BRASS CAP
NORTHWEST CORNER
NORTHWEST 1/4
SECTION 10 T1N, R22E

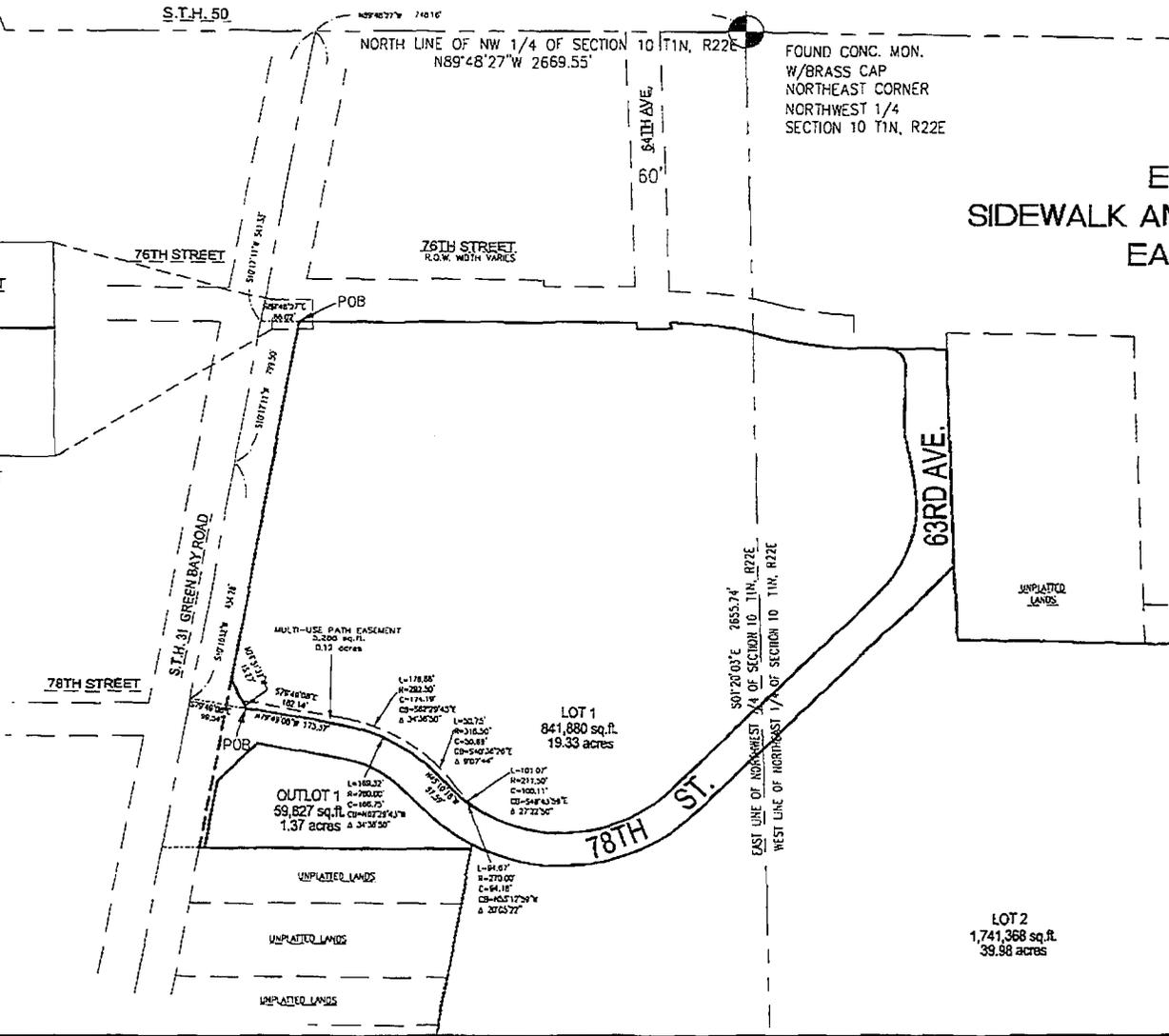
NORTH LINE OF NW 1/4 OF SECTION 10 T1N, R22E
N89°48'27"W 2669.55'

FOUND CONC. MON.
W/BRASS CAP
NORTHEAST CORNER
NORTHWEST 1/4
SECTION 10 T1N, R22E

EXHIBIT C SIDEWALK AND MULTI-USE PATH EASEMENTS



SIDEWALK EASEMENT
20 sq. ft.



SCALE : 1" = 200'

SURVEYING ASSOCIATES, INC.
2554 N. 100TH STREET
WAUWATOSA WI 53226
PHN 414-257-2212
FAX 414-257-2443



C-7

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

December 9, 2013

To: Eric Haugaard, Chairman,
Public Works Committee

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

Subject: Acceptance of Project 13-1019 Joint, Crack Cleaning and Sealing

Location: Citywide

Please be advised that the above referenced project has been satisfactorily completed by Fahrner Asphalt Sealers, Waunakee, Wisconsin. This project consisted of routing, cleaning cracks and joints in asphalt or concrete pavements and sealing prepared cracks and joints with an approved sealing material.

It is recommended that the project be accepted in the final amount of \$123,518.25. Original contract amount was \$135,000. This is a quantities and unit cost contract. Actual work will be adjusted to commensurate with available funding and will not exceed the budgeted amount of \$135,000. Funding is from CIP Line Item IN-93-002.

SAB/kjb

C-8



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

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

DEPARTMENT OF PUBLIC WORKS

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

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

December 9, 2013

To: Eric Haugaard, Chairman,
Public Works Committee

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

Subject: Acceptance of Project 13-1527 Northside Library Parking Lot Resurfacing

Location: 1500 27th Avenue

Please be advised that the above referenced project has been satisfactorily completed by Cicchini Asphalt, LLC, Kenosha, Wisconsin. This project consisted of full depth saw cutting, removing and replacing concrete curb and gutter, removing and replacing concrete sidewalk and driveway approach, asphalt milling, excavation common, and overlaying with hot mix asphalt.

It is recommended that the project be accepted in the final amount of \$125,132.31. Original contract amount was \$129,812.24 plus \$13,187.76 for contingency for a total contract amount of \$143,000. Funding was from CIP Line Item LI-07-001.

SAB/kjb



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

Date: December 12, 2013

TO: Eric Haugaard, Chairman
Public Works Committee

FROM: Sean Von Bergen, P.E.
Assistant City Engineer

Subject: *2014 Resurfacing – Proposed List of Roads*

BACKGROUND INFORMATION

Staff proposes the following roadway segments be included in the 2014 Resurfacing Program:

2014 Resurfacing Program

- 18th Avenue – 67th Street to 69th Street
- 26th Avenue – 31st Street to 33rd Street (cut from 2013 Phase II Resurfacing)
- 34th Avenue – 88th Street to 89th Street (cut from 2013 Phase III Resurfacing)
- 65th Street – 3rd Avenue to 7th Avenue
- Madison Road – 19th Avenue to 18th Street

2014 CDBG Resurfacing Program

- 24th Avenue – 43rd Street to 41st Street
- 51st Street – 22nd Avenue to 17th Avenue
- 57th Street – 19th Avenue to Viaduct (80' east of 13th Court)
- 66th Street – 26th Avenue to 22nd Avenue (cut from 2013 CDBG Resurfacing)

When this/these project(s) are bid several of these streets will be included as alternates pending the bid opening to make sure the City has the flexibility to award the project within budgeted amounts. The City's 2014 CDBG application included 24th Avenue, 51st Street and 57th Street as streets eligible for resurfacing under the grant. The CDBG street segments may be adjusted based on grant funding once the City's 2014 CDBG is awarded by the Federal Government in July 2014.

RECOMMENDATION

Information item only

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

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

SUBJECT: Public Works Project Status Report

- 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 #11-1416 - Petzke Park Mass Grading** – [BCF Construction] Waiting for close out documents. (1)
- Project #09-1121 - Forest Park Evaluation** – Staff is working on final report. (1)
- Project #10-1126 - Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Staff is working with the DNR regarding comments with the recent submittal. (16)
- Project #10-1131 - River Crossing Swale Restoration** – [Applied Ecological Services] Maintenance has been performed. (17)
- Project #11-1128 - Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on comments from draft report. (2 and 7)
- Project #11-1125 - Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Punchlist Items remain. Staff is working with legal regarding items remaining. (1 and 6)
- Project #11-2013 - Harbor and Marina Dredging** – [Ruekert Mielke] Waiting for close out documents (2).
- Project #12-1420 - Shagbark Trail Development** – [Western Contractors] Punchlist items remain. (10)
- Project #12-1027 - Epoxy Pavement Markings** [Century Fence] Waiting for close out documents (City Wide)
- Project #12-1430 - Alford Park Warehouse Demolition** – [Earth Construction] Punchlist items remain. (1)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Final items remain. (Stormwater Utility funding also) (16)
- Project #13-1012 - Resurfacing I** – [Stark] Saw cutting, storm sewer, removals, curb & gutter and binder are complete on all roads. Pending approval of a change order extending the completion date for this project to June 12th, 2014, surface asphalt will be completed on all streets in the spring of 2014. [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] Saw cutting, storm sewer, removals, curb & gutter and pavement are complete on all roads. Restoration will be completed in the spring of 2014. [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)
- Project #13-1016 Resurfacing III** – [Cicchini] Punch list items remain on 40th Street. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1019 – Crackfilling** – [Fahrner] Punchlist items remaining. (Citywide)
- Project #13-1024 – 60th Street Resurfacing – 39th Avenue to 30th Avenue** – [Cicchini] Punch list items remain. (Stormwater Utility funding also) (3, 11, 15)
- Project #13-1025 56 Street Resurfacing** – [Cicchini] Saw cutting, storm sewer, removals, curb & gutter and pavement are complete on the north side of 56th Street. The south side of the street will be resurfaced in the spring of 2014. The completion date for this project has been extended to June 12th, 2014. [56th Street from Sheridan Road to 13th Avenue] (Stormwater Utility funding also) (2)
- Project #13-1027 - Pavement Markings** – Work is complete. (Citywide)
- Project #13-1208 - Sidewalk and Curb and Gutter** – [AW Oakes] Project is complete. Punch list items remain. (Stormwater Utility funding also) (Citywide)
- Project #13-1417 - Tree Removal** – Project has begun and Phase II is awaiting award. (Parks funding) (Citywide)
- Project #13-1412 - Simmons Field** – [Camosy] Kenosha Baseball will be requesting for temporary occupancy for their Launch party on November 23rd. Work will continue (12)
- Project #13-1527 - Northside Library Parking Lot Resurfacing** – [Cicchini] Project is complete, waiting for close out documents. (4)
- Project #13-2002 - Overpass Painting** – Project is complete, waiting for close out documents. (3, 6)
- Design Work (Public Works)** – Staff is working the following projects: Website Design, GPS Data Forms, Equipment Specifications, and SWU Projects and Parks Projects.