

**AGENDA
STORMWATER UTILITY
COMMITTEE**

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

Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom

Eric Haugaard
Jan Michalski
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 Committee and Public Works Committee*) (*referred on November 18, 2013 Common Council agenda*)
- C-2 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 Public Works Committee and Board of Water Commissioners*) (*referred on 12/2/13 Common Council agenda*) (**Backup included with Public Works Committee Agenda**)
- C-3 Approve the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities By and Between the City of Kenosha, Wisconsin and Meijer Stores Limited Partnership. (*referred on 12/2/13 Common Council agenda*)
- C-4 Approve the Permanent Storm Sewer and Detention Pond Easement and Agreement By and Between Meijer Stores Limited Partnership and the City of Kenosha, Wisconsin. (*referred on 12/2/13 Common Council agenda*)
- C-5 Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc., for Redemption Processing of Yardwaste Coupons. (*also referred to Finance Committee*)
- C-6 Disbursements for the month of November 2013.

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

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

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE 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.

STORMWATER UTILITY COMMITTEE
- MINUTES -

MONDAY, DECEMBER 2, 2013
5:30 P.M.

Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom

Eric Haugaard
Jan Michalski
G. John Ruffolo

The regular meeting of the Stormwater Utility Committee was held on Monday, December 2, 2013 in Room 202 of the Municipal Building. The following members were present: Chairman Patrick Juliana, Vice Chairman Scott N. Gordon, Aldermen Steve Bostrom, Eric Haugaard, Jan Michalski and G. John Ruffolo. The meeting was called to order at 6:48pm. 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 Haugaard to approve. Motion passed 6-0.
- B-1 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)*
It was moved by Alderman Bostrom, seconded by Alderman Ruffolo to approve. Motion passed 5-1 with Alderman Juliana voting no.

INFORMATIONAL: Project Status Report

ADJOURNMENT - *There being no further business to come before the Stormwater Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:49pm.*



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

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".

W I T N E S S E T H:

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): _____				
Time of Inspection	Start: _____ End: _____			
Inspection <input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____				
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 _____	

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.

C-4

PERMANENT STORM SEWER AND
DETENTION POND EASEMENT &
AGREEMENT BY AND BETWEEN MEIJER
STORES LIMITED PARTNERSHIP AND
THE CITY OF KENOSHA, WISCONSIN

Document Number

Document Title

Please see attached:

Permanent Storm Sewer And Detention Pond Easement & 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 STORM SEWER AND DETENTION POND
EASEMENT & AGREEMENT

By and Between

MEIJER STORES LIMITED PARTNERSHIP

And

THE CITY OF KENOSHA

This Permanent Storm Sewer and Detention Pond 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" and "Outlot 1" situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "Real Estate."

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee 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 install, construct, expand, replace, maintain, and repair storm sewer, stormwater ponds and appurtenances as described in the executed Development Agreement and the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, (hereinafter "Permitted Work") for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove trees, bushes, undergrowth, and remove other structures and obstructions interfering with the Permitted Work.

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.

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 03-122-10-126-071, 03-122-10-201-070, 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



LEGAL DESCRIPTION FOR "STORM SEWER AND DETENTION POND EASEMENT" LOCATED IN LOT 1 OF CSM # _____, CITY OF KENOSHA, KENOSHA COUNTY, WI

Being a part of the Northeast $\frac{1}{4}$ and 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: 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 Northwest $\frac{1}{4}$, 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 Northwest corner of proposed Lot 1 and the point of beginning of the Easement Area; thence South $89^{\circ} 48' 27''$ East, 574.31 feet; thence South $00^{\circ} 00' 00''$ East, 11.14 feet; thence South $89^{\circ} 48' 27''$ East, 74.85 feet; thence North $02^{\circ} 03' 27''$ West, 11.16 feet; thence Southeasterly 157.82 feet along the arc of a curve having a radius of 596.67 feet with its centerpoint to the South, a central angle of $15^{\circ} 09' 19''$ and a long chord that bears South $82^{\circ} 13' 47''$ East, 157.37 feet; thence continue Southeasterly 164.43 feet along the arc of a curve having a radius of 656.67 feet with a centerpoint to the North, a central angle of $14^{\circ} 20' 48''$ and a long chord bearing South $81^{\circ} 49' 31''$ East, 164.00 feet; thence South $88^{\circ} 59' 55''$, 60.01 feet to a point of curvature; thence Southeasterly 51.84 feet along the arc of a curve having a radius of 33.00 feet with its centerpoint to the Southwest and a central angle of $90^{\circ} 00' 00''$ and a long chord bearing South $43^{\circ} 59' 55''$ East, 46.67 feet; thence South $01^{\circ} 00' 05''$ West, 85.19 feet to a point of curvature; thence Southeasterly 31.41 feet along the arc of a curve having a radius of 280.00 feet with a centerpoint to the East and a central angle of $6^{\circ} 25' 37''$ and a long chord bearing South $02^{\circ} 12' 44''$ East, 31.39 feet; thence South $44^{\circ} 46' 29''$ West, 70.97 feet; thence Southwesterly 102.23 feet along the arc of a curve having a radius of 64.51 feet and a centerpoint to the North, a central angle of $90^{\circ} 48' 04''$ and a long chord bearing South $89^{\circ} 47' 03''$ West, 91.86 feet; thence North $45^{\circ} 15' 16''$ West, 181.99 feet to a point of curvature; thence Southwesterly, 40.02 feet along the arc of a curve having a radius of 25.50 feet and a centerpoint to the South with a central angle of $89^{\circ} 55' 02''$ and a long chord bearing South $89^{\circ} 47' 13''$ West, 36.04 feet; thence South $44^{\circ} 49' 42''$ West, 30.47 feet to a point of curvature; thence Southwesterly 22.77 feet along the arc of a curve having a radius of 14.50 feet with a centerpoint to the North and a central angle of $89^{\circ} 58' 19''$ with a long chord bearing South $89^{\circ} 48' 51''$ West, 20.50 feet; thence North $45^{\circ} 12' 00''$ West, 112.44 feet; thence North $90^{\circ} 00' 00''$ West, 41.27 feet; thence North $00^{\circ} 24' 24''$ West, 21.31 feet; thence South $90^{\circ} 00' 00''$ West, 200.23 feet to a point of curvature; thence Southwesterly 216.42 feet along the arc of a curve having a radius of 274.50 feet, a centerpoint to the Southeast and a central angle of $45^{\circ} 10' 19''$ and a long chord bearing South $67^{\circ} 24' 51''$ West, 210.85 feet; thence South $44^{\circ} 49' 41''$ West, 321.48 feet; thence North $79^{\circ} 49' 08''$ West, 30.29 feet to a point on the Easterly right-of-way line of "STH 31" AKA Greenbay Road; thence North $10^{\circ} 10' 52''$ East along said Easterly line, 81.38 feet; thence North $10^{\circ} 17' 11''$ East along said line, 269.68 feet to the point of beginning. Containing 140,588 square feet, (3.23 acres) of land.

EXHIBIT B



LEGAL DESCRIPTION FOR "STORM SEWER AND DETENTION POND EASEMENT" BEING OUTLOT 1 OF CSM # _____, CITY OF KENOSHA, KENOSHA COUNTY, WI

Being a part 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, 710.50 feet thence South $89^{\circ} 48' 27''$ East, 75.83 feet to the Southwest corner of proposed Outlot 1 and the point of beginning of the land to be described; thence North $10^{\circ} 11' 02''$ East, 124.93 feet; thence North $45^{\circ} 10' 30''$ East, 95.39 feet; thence South $79^{\circ} 49' 08''$ East, 143.52 feet; thence Southeasterly 133.04 feet along the arc of a curve having a radius of 220.00 feet with 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, 131.02 feet; thence South $45^{\circ} 10' 18''$ East, 57.59 feet; thence Southeasterly 96.49 feet along the arc of a curve having a radius of 330.00 feet with a centerpoint to the Northeast and a central angle of $16^{\circ} 45' 11''$ with a long chord bearing South $53^{\circ} 32' 54''$ East, 96.15 feet; thence South $10^{\circ} 11' 35''$ West, 8.29 feet; thence North $89^{\circ} 48' 27''$ West, 463.93 feet to the point of beginning. Containing 59,827 square feet, (1.37 acres) of land.

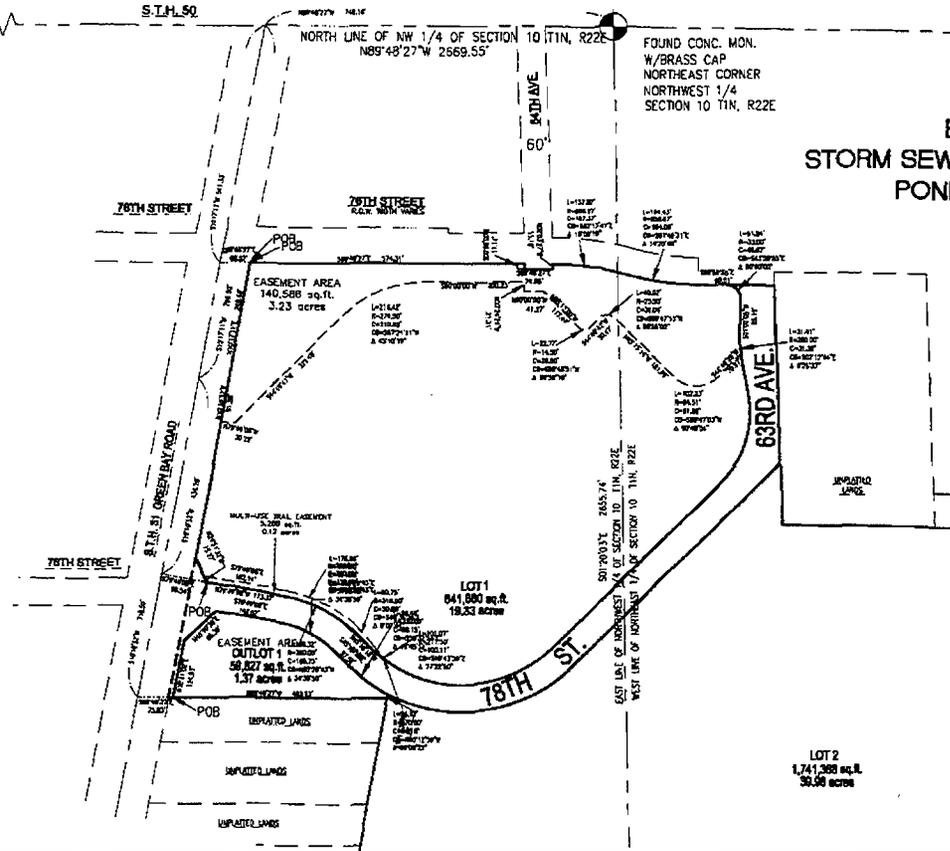
FOUND CONC. MON.
W/BRASS CAP
NORTHWEST CORNER
NORTHWEST 1/4
SECTION 10 T1N, R22E

S.T.H. 50

NORTH LINE OF NW 1/4 OF SECTION 10 T1N, R22E
N89°48'27"W 2569.55'

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

EXHIBIT C
STORM SEWER AND DETENTION
POND EASEMENT



SCALE: 1" = 200'

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

11/15/01 10:00 AM - 11/15/01 10:00 AM - 11/15/01 10:00 AM



C-5

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER

BILL KNUITSEN
SOIL EROSION SPECIALIST

DEPARTMENT OF STORMWATER UTILITY

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 SWU@KENOSHA.ORG

December 12, 2013

To: Patrick Juliana, Chairman, Stormwater Utility Committee
Daniel Prozanski, Jr., Chairman, Public Works Committee

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

Subject: ***Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons***

BACKGROUND INFORMATION

The Kenosha Stormwater Utility has received an addendum to extend the Mandlik and Rhodes Information Systems, Inc. Professional Service Agreement until December 31, 2014. This contract allows the Stormwater Utility to begin the 2014 Yardwaste Coupon Program.

The annual administrative cost to Mandlik and Rhodes, dependent upon the number of coupons processed and participating stores, would be approximately \$4,200. The coupon redemption cost will be \$2 per box or bundle of 10 biodegradable bags with an additional \$0.08 retailer incentive per coupon, \$150 coupon setup fee and postage fees.

The Stormwater Utility will off the \$2 coupon to be used on any box or bundle of 10 City approved biodegradable bags, Bag to Nature, BIOBAG, and ECOGUARD.

The yardwaste coupon program is planned to be in place prior to the 2014 Spring Yardwaste Curbside Collection Season.

RECOMMENDATION

Approve the addendum between the Kenosha Stormwater Utility and Mandlik and Rhodes Information Systems, Inc. to extend their current contract until December 31, 2014, authorize the Director to execute the contract. The funding for the yardwaste coupons will be paid for out of the Stormwater Utility account 501-09-50102-219 from which the yardwaste coupon program was budgeted \$68,050.

**ADDENDUM
EXTENSION OF THE TERM OF AGREEMENT**

THIS ADDENDUM is made part of, and incorporated into, 'Mandlik and Rhodes Information Systems, Inc. Coupon Redemption Processing Agreement' made as of 09/15/2009' of Coupon Processing Services With the **City of Kenosha** referred to hereafter as CLIENT and Mandlik & Rhodes Information Systems, Inc. referred to hereafter as MRIS, signed on 9/15/2009 by CLIENT and 10/02/2009 by MRIS, respectively. As stated under clause 'C' on page 5 of the agreement which states as below:

"The term of this Agreement shall commence as of September 1, 2009 and shall end August 31, 2010."

CLIENT and MRIS, collectively known as the parties agree as follows:

"The term of the abovementioned Agreement is extended until December 31, 2014. The term of the agreement will be in effect until canceled by either party by giving 90 days notice in writing."

City of Kenosha:

By: _____

Name: _____

Title: _____

Date: _____

MRIS:

By: _____

Name: Pradeep Mandlik

Title: _____

Date: _____

C-6

ART DATE FOR SUMMARY: 11/01/13 END DATE FOR SUMMARY: 11/30/13

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
132830	11/01	ACE HARDWARE	501-09-50105-353-000	09/13 SW MERCHANDISE	42.95
132855	11/01	LOWE'S	501-09-50105-357-000	09/13-SW MERCHANDISE	399.90
132862	11/01	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	10/13-SW TOOLS/SUPPL	240.12
133019	11/06	WHAPLES, KATIE	501-09-50101-312-000	POSTAGE-GRANT APL	21.55
133049	11/08	CHEMSEARCH	501-09-50104-341-000	MAXI LUBE RED	1,290.53
133054	11/08	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	10/13-SW TOOLS/SUPPL	72.92
133059	11/08	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	10/13 YW COUPON PRG	280.08
133088	11/08	AZARIAN WRECKING LLC	501-00-21128-000-000	ESCROW-1715 52 ST	5,000.00
133110	11/08	HANSEN, JEFF	501-09-50103-261-000	10/13 105 MILES	59.33
133113	11/13	COMSYS, INCORPORATED	501-09-50101-215-000	11/8-12/7/13 SERVICE	9,896.40
133126	11/13	TDS	501-09-50101-227-000	11/13 PHONE SERVICE	225.30
			501-09-50101-225-000	11/13 PHONE CALLS	.68
				..... TOTAL	225.98
133127	11/13	OFFICEMAX	501-09-50101-311-000	10/13 SW #2667 OFFC	125.94
			501-09-50101-311-000	10/13 SW #2671 OFFC	18.65
				..... TOTAL	144.59
133136	11/13	US CELLULAR	501-09-50103-226-000	10/13 SW-CELL AIRTM	22.36
			501-09-50106-226-000	10/13 SW-CELL AIRTM	1.48
				..... TOTAL	23.84
133138	11/13	WASTE MANAGEMENT OF WI	501-09-50104-253-000	10/13 104.16 TONS	2,447.76
			501-09-50105-253-000	10/13 88.17 TONS	2,072.04
			501-09-50104-253-000	10/13 WDNR TONNAGE	1,354.08
			501-09-50105-253-000	10/13 WDNR TONNAGE	1,146.21
			501-09-50104-253-000	10/13 FUEL SURCHARGE	217.83
			501-09-50105-253-000	10/13 FUEL SURCHARGE	192.78
			501-09-50105-253-000	10/13 ENVIRO SURCHG	120.00
			501-09-50104-253-000	10/13 ENVIRO SURCHG	24.00
				..... TOTAL	7,574.70

START DATE FOR SUMMARY: 11/01/13 END DATE FOR SUMMARY: 11/30/13

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
133141	11/13	APPLIED ECOLOGICAL SERVICES	501-09-50102-219-000	10/13 RAIN GARDEN	400.00
133144	11/13	JUNIPER SYSTEMS	501-09-50103-235-000	GPS REPAIR-ESTIMATE	1,156.54
133152	11/13	MENARDS (KENOSHA)	501-09-50104-344-000	10/13-SW MERCHANDISE	32.40
133161	11/15	ACE HARDWARE	501-09-50105-357-000 501-09-50105-235-000	10/13 SW-MERCHANDISE 10/13 SW-MERCHANDISE	55.98 8.98
				..... TOTAL	64.96
133174	11/15	MINNESOTA LIFE INSURANCE	501-09-50101-156-000	12/13 PREMIUM	24.37
133189	11/15	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000 501-09-50105-389-000 501-09-50105-344-000	10/13 SW TOOLS AND S 10/13 SW TOOLS AND S 10/13 SW TOOLS AND S	104.08 82.86 40.58
				..... TOTAL	227.52
133196	11/15	MANDLIK & RHODES INFORMATION	501-09-50102-219-000 501-09-50102-219-000	10/13 YW PROG ADMIN 11/13 YW COUPON PRG	350.00 148.40
				..... TOTAL	498.40
133263	11/20	M A TRUCK PARTS	501-09-50105-344-000	10/13-SW MATERIALS/S	223.10
133278	11/20	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	11/13 YW COUPON PRG	364.77
133280	11/20	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000 501-09-50101-232-000	11/13 PW-COPIER CHGS 10/13 PW-OVERAGES	115.59 102.64
				..... TOTAL	218.23
133284	11/20	RUEKERT & MIELKE, INC.	501-09-50102-219-000	9/7-10/4 ILLICIT DIS	2,725.00
133288	11/20	VERIZON WIRELESS	501-09-50106-226-000 501-09-50103-226-000 501-09-50103-226-000 501-09-50101-226-000	11/13 SW-DATA PLAN 11/13 SW-DATA PLAN 11/13 SW-SERV/AIRTM 11/13 PHONE SERVICE	80.02 80.02 57.59 35.52
				..... TOTAL	253.15
133300	11/20	MENARDS (KENOSHA)	501-09-50105-357-000	10/13-SW MERCHANDISE	134.63
133313	11/20	NASECA OF WISCONSIN	501-09-50103-264-000	K KUHLMEY 12/11-12	250.00

RT DATE FOR SUMMARY: 11/01/13 END DATE FOR SUMMARY: 11/30/13

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
133355	11/22	KENOSHA WATER UTILITY	501-09-50101-433-000	#32287 EHU CHANGE	386.56
			501-09-50101-433-000	#17107 EHU CHANGE	206.08
				..... TOTAL	592.64
133362	11/22	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	10/13 SWEEPER PARTS/	837.50
133377	11/22	NAPA AUTO PARTS CO.	501-09-50105-344-000	10/13 SW PARTS/FILTE	58.90
			501-09-50105-246-000	10/13 SW PARTS/FILTE	15.52
			501-09-50104-344-000	10/13 SW PARTS/FILTE	10.60
			501-09-50105-235-000	10/13 SW PARTS/FILTE	3.78
				..... TOTAL	88.80
133383	11/22	JAMES IMAGING SYSTEMS, INC.	501-09-50105-232-000	11/13 ST-COPIER MNT	20.78
133408	11/22	CENTRAL SAW AND MOWER	501-09-50105-235-000	REPAIR SAW	530.09
133413	11/22	MENARDS (KENOSHA)	501-09-50105-359-000	10/13-SW MERCHANDISE	123.86
			501-09-50105-344-000	10/13-SW MERCHANDISE	9.99
				..... TOTAL	133.85
133487	11/27	LOWE'S	501-09-50105-357-000	10/13 SW MERCHANDISE	470.03
133491	11/27	OFFICEMAX	501-09-50101-311-000	11/13-SW#2685 OFFICE	45.07
133496	11/27	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	10/31-SW TOOLS/SUPPL	190.48
			501-09-50105-235-000	10/13-SW TOOLS/SUPPL	164.89
			501-09-50105-361-000	10/31-SW TOOLS/SUPPL	80.00
				..... TOTAL	435.37
133502	11/27	T-MOBILE	501-09-50103-226-000	10/8-11/7 WIRELESS C	42.19
133508	11/27	CICCHINI ASPHALT LLC	501-09-50105-219-000	55TH STREET REPAIRS	3,437.50
			501-09-50105-219-000	14TH AVE ST REPAIRS	545.40
			501-09-50105-219-000	STATIONSIDE REPAIRS	162.68
				..... TOTAL	4,145.58
133516	11/27	WASTE MANAGEMENT OF WI	501-09-50104-253-000	11/13 218.23 TONS	5,774.03
			501-09-50104-253-000	11/13 WDNR TONNAGE	2,836.99
			501-09-50104-253-000	11/13 FUEL SURCHARGE	534.33
			501-09-50104-253-000	11/13 ENVIRO SURCHG	388.00
			501-09-50105-253-000	11/13 13.25 TONS	311.38
			501-09-50105-253-000	11/13 WDNR TONNAGE	172.25
			501-09-50105-253-000	11/13 FUEL SURCHARGE	28.86
			501-09-50105-253-000	11/13 ENVIRO SURCHG	18.00
				..... TOTAL	10,063.84

NAME: KVNSWU
GRAM ID. KVN078
DATE 12/02/13

CITY OF KENOSHA

TIME 10:39:43

SWU ACCOUNTS (501) DISBURSEMENT JOURNAL

RT DATE FOR SUMMARY: 11/01/13 END DATE FOR SUMMARY: 11/30/13

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
133539	11/27	MENARDS (KENOSHA)	501-09-50105-389-000	10/13 SW MERCHANDISE	21.97
133540	11/27	DELL COMPUTERS	501-09-50103-363-000	DELL COMPUTERS	978.91
GRAND TOTAL FOR PERIOD *****					50,252.58

December 10, 2013

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

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

SUBJECT: Stormwater Utility Project Status Report

Project #09-1121 - Forest Park Evaluation – Staff has sent final comments to Strand for storm sewer section of 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 currently reviewing a draft report. (2 and 7)

Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant) – Punchlist items remain (1 and 6)

Project #11-1135 Stormwater Management Plan Development – Staff continues to work through City watershed by watershed. (City wide)

Project #11-1137 Pike River Monitoring (WI Coastal Manag. Grant) – Staff is reviewing draft report. (1 and 4)

Project #12-1111 Misc. Storm Sewer – Sump Pump Connections – Staff is preparing plans and specs for construction in early 2014. (12)

Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant) – Staff is reviewing draft report. (1 & 4)

Project #12-1140 Detention Basin Certifications – [Clark Dietz] –Clark Dietz has perform soundings on the city owned detention basins and the basins which we have functional maintenance on through maintenance agreements. (City wide)

Project #11-1025 - 122nd Avenue – 71st Street to 74th Street – [AW Oakes] Final items remain. (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 #13-1024 – 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 #13-1208 - 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)

Design Work- Staff is working on the following projects: Sump Pump Priorities, SWPPP Updates, Website Design, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer projects for contractor and SWU crews, Yardwaste coupons