

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. 28

Subject: Requesting Authorization from Kenosha County Board for the Highway Commissioner to Collect \$3,074,138 from Majestic Midwest Innovation Center LLC (MMIC) for highway improvements and installation of a traffic signal at the County Highway K (CTH K) and 104th Avenue intersection.	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: May 11, 2023	Date Resubmitted:
Submitted by: Clement Abongwa	
Fiscal Note Attached <input checked="" type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared by: Clement Abongwa	Signature: <i>Clement Abongwa</i>

WHEREAS, Majestic Midwest Innovation Center LLC (MMIC) is developing its real estate property located at the northwest quadrant of CTH K and 104th Avenue intersection which will require major highway improvements and signalization at the said intersection, and

WHEREAS, the required intersection improvement is scheduled to occur concurrently with the future reconstruction of CTH K corridor from 115th Avenue to 94th Court.

WHEREAS, MMIC has agreed to fund the intersection improvements and are willing to contribute \$3,074,138 to Kenosha County for the highway improvements and installation of a signalized intersection at CTH K and 104th Avenue.

NOW, THEREFORE BE IT RESOLVED, that Kenosha County Board authorizes the Highway Commissioner to accept \$3,074,138 to be used for the reconstruction and signalization of the intersection at CTH K and 104th Avenue.






May 11, 2023
Page 2

Respectfully Submitted:

Committee:

	Aye	Nay	Abstain	Excused
<hr/> <p>Mark Nordigian, Chairperson</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<hr/> <p><i>Zach Stock</i> Zach Stock, Vice Chairperson</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <p><i>Laura Belsky</i> Supervisor Laura Belsky</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <p><i>Aaron Karow</i> Supervisor Aaron Karow</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <p>Supervisor John O'Day</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<hr/> <p><i>Tim Stocker</i> Supervisor Tim Stocker</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <p><i>Brian Thomas</i> Supervisor Brian Thomas</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
 Supervisor Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Dave Geertsen, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Brian Bashaw	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Erin Decker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor William Grady	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____ Supervisor John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor Tim Stocker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 (Supervisor John Franco)	<input checked="" type="checkbox"/>			

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Highway Department: Public Works

Proposal Summary (attach explanation and required documents):

Requesting Authorization from Kenosha County Board for the Highway Commissioner to Collect \$3,074,138 from Majestic Midwest Innovation Center LLC (MMIC) for highway improvements and signalization of the intersection at County Highway K (CTH K) and 104th Avenue.

Dept./Division Head Signature: Clement Abongwa Date: 5-2-23
Print Name: Clement
Abongwa

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: Shelly Billingsley Date: 5-2-23
Print Name: Shelly Billingsley

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: Chris Walton Date: 5-3-23
Print Name: Chris Walton

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: Sandra Lee Date: 5/3/2023
Print Name:

MEMORANDUM OF UNDERSTANDING (“MOU”)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made this ___ day of ___ 20___, by and between **Kenosha County, Wisconsin**, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 1010 56th Street, Kenosha, WI 53140 (“County”), and **Majestic Midwest Innovation Center LLC**, a Wisconsin limited liability company duly organized and existing under the laws of the State of Wisconsin with offices located at 620 52nd Street, Kenosha, WI 53410 (“MMIC”), to memorialize certain agreements and understandings between the parties as set forth below.

WHEREAS, MMIC is the owner of certain real estate located in Kenosha County located at 5522 104th Avenue, Kenosha, WI 53144 generally known as the former Dairyland Dog Track site and is redeveloping it into a mixed-use development known as Greenway (the “Property”). As a part of this overall redevelopment, certain highway improvements are required on certain portions of County Highway K directly which is contiguous with the south side of the Property (“Highway K Improvements”).

WHEREAS, to facilitate the Highway K Improvements and based upon the parties’ prior discussions and understandings, the parties deem it appropriate and proper to mutually execute this MOU that outlines the parties’ responsibilities and financial obligations for the Highway K Improvements.

NOW, THEREFORE, the parties to this MOU herein agree as follows:

1. **MMIC Obligations.** With respect to the Highway K Improvements, MMIC shall be responsible for the following performance and financial obligations:

- a. Provide a draft plan for the proposed Highway K Improvements submitted by MMIC for County’s review and acceptance, and attached as Exhibit A;
- b. Provide an Engineer's Opinion of Probable Cost for the proposed Highway K Improvements (“EOPC”) prepared by MMIC for the County’s review and acceptance. The EOPC shall include the construction costs, any right-of-way acquisition costs, and a cost contingency of five percent (5%), which the County acknowledges has been submitted by MMIC and attached as Exhibit B;
- c. Remit a check made payable to the County in the approved amount of the EOPC, which check shall be delivered to the County either within thirty (30) days after full execution of this MOU by both parties or when all necessary permits from such governmental units or regulatory agencies having jurisdiction of the Highway K Improvements plan for the Property have been issued to MMIC, whichever event occurs later.

2. **County Obligations.** With respect to the Highway K Improvements, County shall be responsible for the following performance and financial obligations:

- a. Review and approve as final the proposed Highway K Improvements Plan as attached in Exhibit A;
- b. Review and approve the projected cost of the EOPC as attached in Exhibit B;
- c. Receive and acknowledge the EOPC check from MMIC as described in 1(c) above as a source for funding the future Highway K Improvements;

- d. Proceed as soon as reasonably possible with the Highway K Improvements as a stand-alone project and/or as part of a larger project at a future date to be determined at the discretion of the County and perform the same in accordance with applicable local and state standards.

3. **Intent of MOU.** The parties agree that the intent of this MOU is to memorialize the agreements between the parties in order to:

- a. Allow MMIC to move forward with the redevelopment of the Property with a clear certainty as to the full and complete satisfaction of MMIC's performance and financial obligations for the Highway K Improvements;
- b. Allow the County to provide assurance to the City of Kenosha that MMIC has met its performance and financial obligations and that the proposed Highway K Improvements Plan meets the County's design standards; and
- c. Acknowledge the County's receipt of the EOPC funds in accordance with 1(c) and 2(c) above from MMIC as to its total and final financial contribution to, and full satisfaction of its obligations related to, the future Highway K Improvements when undertaken pursuant to the County's work timeline.

4. **General Provisions.**

- a. **Counterparts.** This Agreement may be signed in one or more counterparts, which together shall constitute one and the same instrument. Signatures shall be binding on the signer when delivered, regardless of whether delivery is in hard copy or by electronic or facsimile means.
- b. **Assignment.** MMIC reserves the right to assign, transfer or delegate the obligations of this Agreement to a third party at any time.
- c. **Amendment.** The terms and provisions of this Agreement and Exhibits may not be amended or modified except by a written instrument duly signed by both parties.
- d. **Entire Agreement.** This Agreement and Exhibits constitute the sole and only agreement of the parties relating to the subject matter herein stated. Any prior agreements, negotiations or representations not expressly stated herein shall have no effect.
- e. **Termination.** MMIC reserves the right to terminate this Agreement at any time prior to October 1, 2023, if necessary permits from any governmental unit or regulatory agency having jurisdiction of the Highway K Improvements and/or Property are not issued.
- f. **County Approval.** This Agreement is subject to the approval of the appropriate County committees and Board.

5. **Contact Information.** The following representative contact information for each party is provided below:

If to MMIC: Guttormsen & Hartley, LLP
ATTN: Neil F. Guttormsen/Erik H. Guttormsen
600 52nd St. Suite 120
Kenosha, WI 53140
Facsimile: 262-658-0102
and

Godfrey & Kahn, S.C.
ATTN: Marvin C. Bynum II
833 E. Michigan Street, Suite 1800
Milwaukee, WI 53202
Facsimile: 414-273-5198

If to County: Clement Abongwa
Public Works Department-Division of Highway
19600 75th Street
Bristol, WI 53104

IN WITNESS WHEREOF, the parties hereto have executed this MOU effective as of the day and year first written above.

COUNTY OF KENOSHA

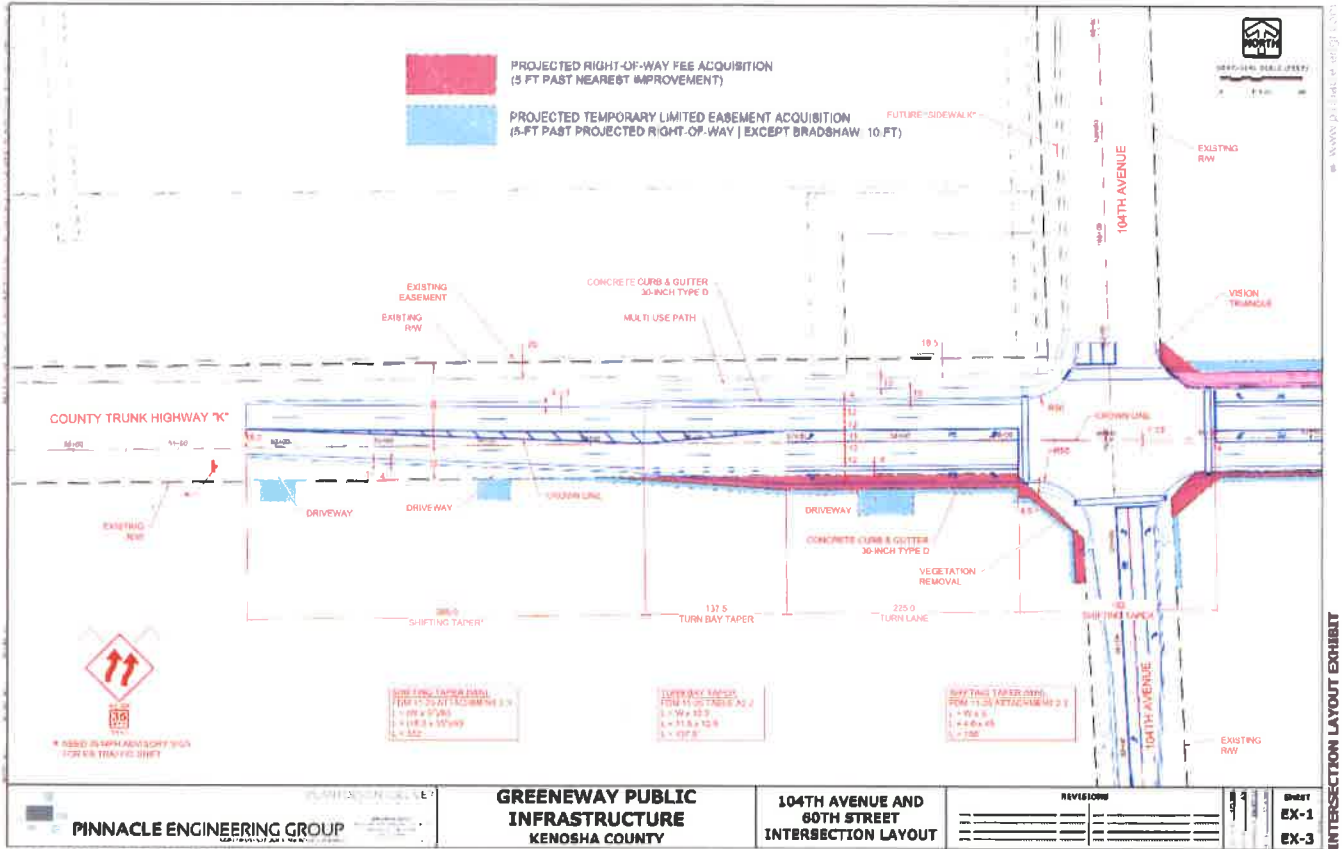
**MAJESTIC MIDWEST INNOVATION
CENTER LLC**

By: _____
County Executive

By: _____

Exhibit A

Highway K Improvements Plan



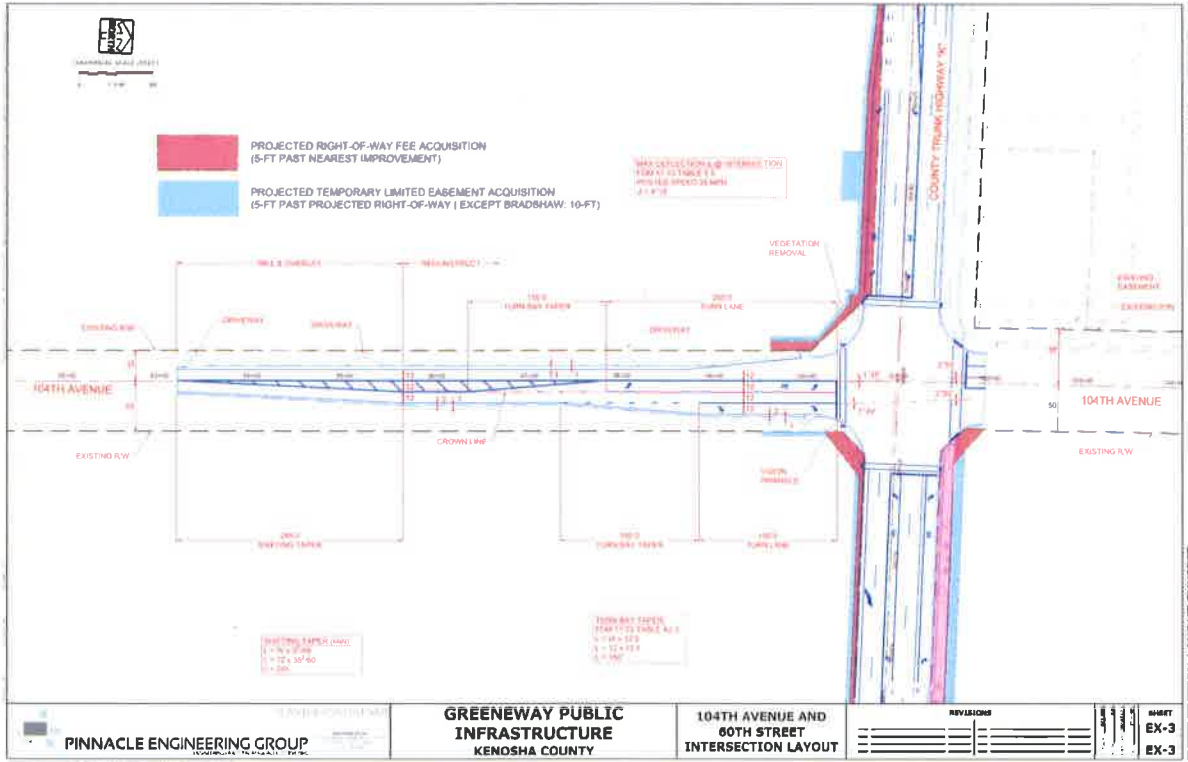
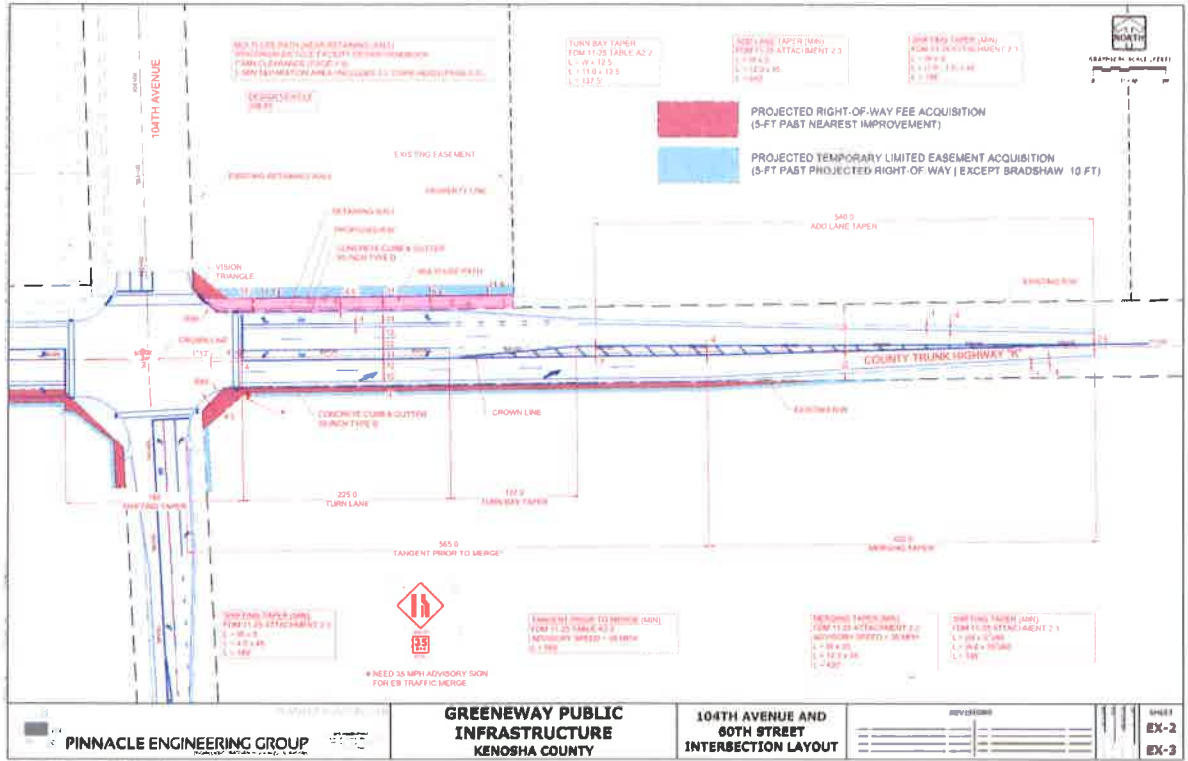


Exhibit B

EOPC



PINNACLE ENGINEERING GROUP

Plan | Design | Deliver

www.pinnacle-engine.com

Engineers Opinion of Probable Cost "EOPC"

Highway K & 104th Avenue Intersection - Kenosha County, WI

10/25/2022

Item Description	Unit	Quantity	Unit Cost (\$)	Budget Cost (\$)
Construction Costs				
Engineers Estimate (No Compensable Utility Inclusions)	LS	1	\$2,397,133	\$2,397,133
Cost Contingency	%	2,397,133	5%	\$119,857
Multuse Path Across Highway K Frontage (additional width outside utility station limits)	LF	3,625	\$35.00	\$126,875
SUBTOTAL				\$2,643,865
Engineering & Contract Management Services				
Engineering, Investigations, Surveying, Design Fees, & Legal - Consultants	LS	1	\$104,250	\$104,250
Construction Administration, Survey Layout, Inspection, & Testing - Consultants	%	2,643,865	7%	\$185,071
SUBTOTAL				\$289,321
Right-of-way Acquisition				
	Impacted Parcels	8		
Real Estate Appraisals - Consultant	EA	8	\$1,000.00	\$8,000
Legal Documentation - Consultant	EA	8	\$1,500.00	\$12,000
Real Estate Project Manager - Consultant	EA	8	\$3,000.00	\$24,000
Anticipated Fee Acquisition (agriculture \$2,500/acre, residential \$1,000/acre, business \$4,000/acre)	LS	1	\$31,094.00	\$31,094
Anticipated TLE Acquisition (assumed same as FEE Acq costs above)	LS	1	\$41,858.50	\$41,859
Site Improvement Allowance for Execution of Acquisition	EA	8	\$3,000.00	\$24,000
SUBTOTAL				\$140,953
TOTAL Projected Cost				\$3,074,138

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

DOCUMENT # _____ G/L DATE _____
 BATCH # _____ ENTRY DATE _____

DEPT/DIVISION: Kenosha County Hwy Division

PURPOSE OF BUDGET MODIFICATION (REQUIRED): _____

(1) ACCOUNT DESCRIPTION	(2)			(3)		(4)		(5) ADOPTED BUDGET	(6) CURRENT BUDGET	(7) ACTUAL EXPENSES	(8)		(9) EXPENSE BAL AVAIL	
	FUND	DIVISION	SUB DIVISION	MAIN ACCOUNT	EXPENSE INCREASE (+)	EXPENSE DECREASE (-)	REVENUE INCREASE (+)				REVENUE DECREASE (-)	REVISED BUDGET		BAL AVAIL
Infrastructure Imprv...	711	700	7090	582260	3,074,138						3,074,138	3,074,138		
EXPENSE TOTALS											3,074,138.00	-	3,074,138.00	3,074,138.00

REVENUES	(2)			(3)		(4)		ADOPTED BUDGET	CURRENT BUDGET	REVISED BUDGET			
	FUND	DIVISION	SUB DIVISION	MAIN ACCOUNT	REVENUE DECREASE (+)	REVENUE INCREASE (-)	REVENUE INCREASE (+)				REVENUE DECREASE (-)		
Highway Capital	711	700	7090	442755			3,074,138						
REVENUE TOTALS											-	-	-

COLUMN TOTALS (EXP TOTAL + REV TOTAL)

3,074,138.00	3,074,138.00
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Please fill in all columns:

- (1) & (2) Account information as required
- (3) & (4) Budget change requested
- (5) Original budget as adopted by the board
- (6) Current budget (original budget w/past mods.)
- (7) Actual expenses to date
- (8) Budget after requested modifications
- (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

PREPARED BY: Chris Walter FINANCE DIRECTOR: _____ Date _____
 (required)

DIVISION HEAD: _____ Date _____

DEPARTMENT HEAD: _____ Date _____ COUNTY EXECUTIVE: _____ Date _____

Majestic Midwest Innovation (Greenway) Development Location



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.