

**AGENDA  
PUBLIC WORKS  
COMMITTEE**

**\*\*\*PLEASE NOTE CHANGE IN DAY AND TIME OF MEETING\*\*\*  
WEDNESDAY, JANUARY 22, 2014  
ROOM 202  
5:00 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 January 8, 2014.
- B-1 Request for fence installation at Seed to Harvest Community Garden (42<sup>nd</sup> Street & 32<sup>nd</sup> Avenue) by Walkin In My Shoes. **(District 10)** (*deferred at the November 18, 2013 meeting*)
- C-1 Acceptance of Project 11-1416 Petzke Park Phase I – Mass Grading & Parking Lot (1700 29<sup>th</sup> Street) which has been satisfactorily completed by BCF Construction Corp. (Waukesha, Wisconsin). The final amount of the contract is \$584,766.83. (\$95,000 TID #9 Frost Grant funds) **(District 1)** (*Park Commission approved 5-0*) (*also referred to Stormwater Utility Committee*)
- C-2 Resolution by Alderperson David F. Bogdala, Co-Sponsors: Alderperson G John Ruffolo, Alderperson Steve G. Bostrom, Alderperson Kevin E. Mathewson, and Alderperson Jesse Downing - To Urge the Mayor to Review the Snow-Removal Guidelines for the City, to Find Sources of Funding for Increased Snow-Removal Operations for 2014, and to Identify a Suitable Location for a Salt Storage Facility for the Western Portions of the City. (*referred from January 8, 2014 Common Council meeting*)
- C-3 Resolution by Alderperson Kevin Mathewson- To Require the Creation and Management of an Official City of Kenosha Facebook Page and Twitter Account. (*referred from January 8, 2014 Common Council meeting*) (*also referred to Finance Committee*) (*PS&W Committee approved 5-0*)
- C-4 Resolution By the Mayor – To Approve a Two-Lot Certified Survey Map for property at 5508 75<sup>th</sup> Street. (R&G Estates) **(District 14)** (*City Plan Commission approved 8-0*) (*referred on January 8, 2014 Common Council agenda*)
- C-5 Approval of Grant Agreement between the State of Wisconsin Department of Natural Resources and the City of Kenosha Southport Marina Harbor Dredging. (*Park Commission approved 5-0*) (*also referred to Finance Committee*)

**INFORMATIONAL:**

1. Hwy 50 Reconstruction Public Information Meeting
2. Snow/Ice Control on Sidewalks\Multi-Use Paths
3. 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 -

WEDNESDAY, JANUARY 8, 2014  
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 Wednesday, January 8, 2014 in Room 202 of the Municipal Building. The following members were present: Acting Chairman Jan Michalski, Aldermen Steve Bostrom, Scott N. Gordon, and Patrick Juliana. Alderman G. John Ruffolo arrived during item C-2. Alderman Eric Haugaard was not present. The meeting was called to order at 5:45pm. Staff member in attendance was Mike Lemens.

- A-1 Approval of minutes of regular meeting held on December 16, 2013.  
*It was moved by Alderman Gordon, seconded by Alderman Bostrom to approve. Motion passed 4-0.*
- B-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 5-0, License/Permit approved 4-0, Finance approved 4-0) (also referred to Storm Water Utility Committee) (referred on November 18, 2013 Common Council agenda) (deferred at the December 16, 2013 meeting)  
*It was moved by Alderman Bostrom, seconded by Alderman Juliana to approve. During discussion Alderman Gordon made a motion to defer, no one seconded. Motion to approve failed 1-3.*
- C-1 Approval of Right of Entry Agreement for material handling from the Army Corps of Engineers 2014 Kenosha Harbor Dredging Project. (also referred to Board of Water Commissioners and Park Commission)  
*It was moved by Alderman Gordon, seconded by Alderman Juliana to approve. Motion passed 4-0.*
- C-2 Change Order for Project 12-1027 Epoxy Pavement Markings. (also referred to Finance Committee)  
*It was moved by Alderman Gordon, seconded by Alderman Juliana to deny. Motion passed 5-0.*

INFORMATIONAL: Project Status Report

CITIZEN COMMENTS: Cliff Johnson, 7201 27<sup>th</sup> Avenue, complimented snow plowing operations.

ALDERMAN COMMENTS: Alderman Ruffolo asked for the dollar amount for resurfacing projects in 2014.

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 6:16pm.*

B-1



**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

November 13, 2013

To: Eric Haugaard, Chairman  
Public Works Committee

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

cc: Anthony Kennedy  
District 10

Subject: *Request for fence installation at Seed to Harvest Garden by Walkin In My Shoes*

**BACKGROUND/ANALYSIS**

Walkin in My Shoes is requesting the installation of a chain link fence around the perimeter of the garden located at 42<sup>nd</sup> Street and 32<sup>nd</sup> Avenue.

A copy of the Agreement between the City of Kenosha and Walkin In My Shoes is available on the Alderman Page for your use.

Through the Agreement it states the purpose of “temporarily allowing Garden to use city owned land to create a community garden for the citizens of Kenosha...” (pg1 paragraph 1) Therefore if the garden would become fenced it no longer meets the needs of the citizens but only those who have access to the gate. The garden, through the agreement, was also limited in size to a 100’ x 100’ area (pg 2, B1) ,with the installation of the fence, it has been requested that the fence be installed to an area of 120’ x 120’.

**RECOMMENDATION**

Recommend Denial as the fence was not a part of the original agreement between the City of Kenosha and Walkin In My Shoes, Inc. and the gardens purpose was to become a community garden for the citizens.



**Walkin' In My Shoes, Inc.**

*There's still life in this "Soul"*

October 1, 2013

Michael M. Lemens, P. E.  
Director of Public Works  
City of Kenosha  
Department of Public Works  
625-52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140-3480

RE: Commercial Fence Installation

Dear Mr. Lemens:

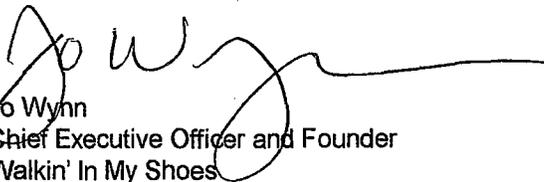
I am writing to request the approval for Yutka Fence Company to install a chain link fence. The fence will be around the perimeter of the Seed to Harvest garden located at 42<sup>nd</sup> street and 32th Avenue, in Kenosha, Wisconsin.

Yutka Fence Company is aware that the completion of an application has to be approved, before they can perform any work on the property. Enclosed are copies of the plan, with sizes and dimensions, and a copy of the contract, the city of Kenosha made with us, for your review.

If you have any questions, please feel free to contact me directly at 262-764-0214 Tuesday and Thursday from 10:00am to 2:00pm or email me at: [jwynn@walkininmyshoes.org](mailto:jwynn@walkininmyshoes.org).

Sincerely,

**"Empowering Youth to Break the Cycle of Poverty"**



Jo Wynn  
Chief Executive Officer and Founder  
Walkin' In My Shoes

Enclosures

6606 34th Avenue  
 Kenosha, Wisconsin 53142  
 www.yutkafence.com

Phone 262-552-7967  
 Fax 262-657-5100  
 Serving SE Wisconsin Since 1968



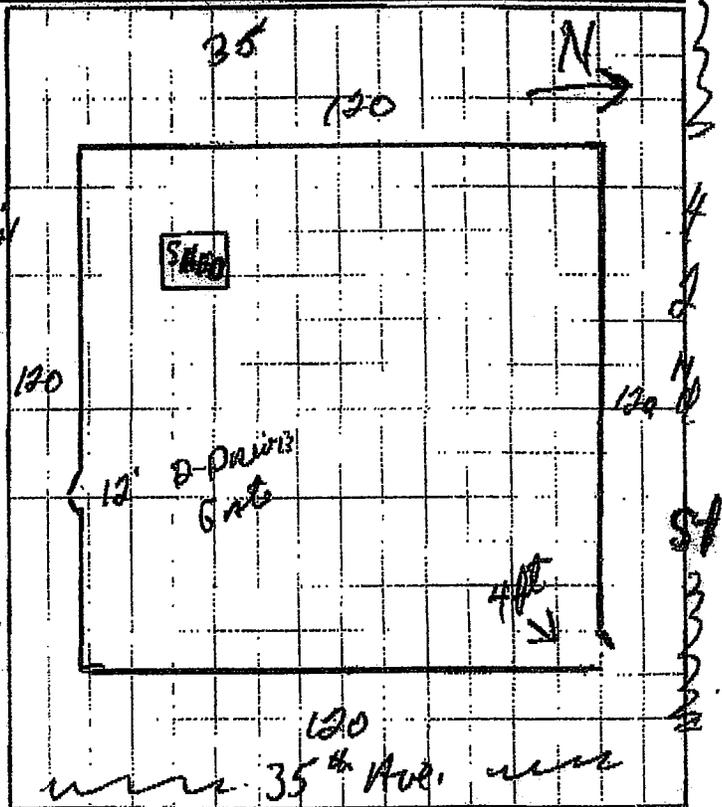
See the Yutka Difference at our Outdoor Display!



Name: 50 WINN Date: 9-20-13  
 Street No.: 2211 50th St. City: Kenosha State: WI Zip: 53140  
 Phone: 764-0214 Work/Cell: \_\_\_\_\_ Fax: 962-764-0299  
 Job Site: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type: CHAIN LINK Height: 10'  
 Style: Aluminum/Unpl COATED Color: Black  
 Post End: 2 1/2" Line: 2" Post Cap: Domed  
 Top Rail / Stringers: 1 5/8 56 Fabric Gauge: 9ga/8ga  
 Gates: Walk 1-4' Drive 1-12' DRAM  
 Total Footage: 450 Removal Ftg. 0  
 Take Down  Haul  Leave Post Base  Remove Post Base  
 Dirt Placement:  Pile by holes  Spread by holes  
 Move to other location \_\_\_\_\_  Remove dirt (\*8 per hole)  
 ● Customer Obtains Permit ● Yutka Fence Calls Hot Line

NOTES/OPTIONS: \_\_\_\_\_



CONTRACT AMOUNT: \$ \_\_\_\_\_  
 OPTIONS / PERMIT: \$ \_\_\_\_\_  
 SUB TOTAL: \$ \_\_\_\_\_  
 DOWN PAYMENT: \$ \_\_\_\_\_

Approved for Yutka Fence, Inc. Prices valid for 15 days

*Paul Yutka*  
 Salesperson

9-21-13  
 Date

Approved & Accepted for Customer:

Customer

Date

**FULL PAYMENT DUE ON COMPLETION**

Stain Estimate (Rustic Oak or Sierra) \$ \_\_\_\_\_

50% of the Contract Price is due upon signing. The Customer agrees to pay the remaining balance immediately upon completion of the fence work. Interest shall accrue at a rate of 12% per year for all arrearages.  
**PLEASE SEE THE BACK SIDE OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS.**

Initials \_\_\_\_\_

**AGREEMENT**

**By And Between**

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

**And**

**WALKIN' IN MY SHOES, INC.,  
d/b/a SEED TO HARVEST COMMUNITY GARDEN,  
A Non-Profit Organization**

**THIS AGREEMENT**, made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, 625 – 52nd Street, Kenosha, Wisconsin ("**CITY**"), a Wisconsin municipal corporation, and **WALKIN' IN MY SHOES, INC.**, a Wisconsin (non-profit) corporation, d/b/a "**SEED TO HARVEST COMMUNITY GARDEN**", 2211 – 50<sup>th</sup> Street, Kenosha, Wisconsin ("**GARDEN**"), is for the purpose of temporarily allowing **GARDEN** to use city owned land to create a community garden for the citizens of Kenosha as described below.

**RECITALS:**

**WHEREAS**, **CITY** owns a parcel of land, parcel I.D. Number 07-222-25-360-112 (Exhibit A), that is unused or underutilized and is suitable for small scale cultivation. This unused and underutilized parcel requires ongoing maintenance in the form of property maintenance (i.e. grass cutting, litter and weed control) and additional protective services while not contributing significant value or benefit to the neighborhood in which it is or the City in general; and,

**WHEREAS**, gardening is a healthy and wholesome activity suitable for people of all ages including seniors and children and can add to the social fabric of Kenosha; and,

**WHEREAS**, not all citizens of the City of Kenosha have access to land suitable for gardening; and,

**WHEREAS**, local gardening would be a beneficial use of unused or underutilized City parcels that are located near households without adequate land for gardening; and,

**WHEREAS**, **GARDEN** is an existing non-profit organization with the necessary operational structure to operate a community garden to benefit the citizens of Kenosha.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

**A. CITY AGREES AS FOLLOWS:**

1. ~~CITY will provide the use of a vacant parcel of land free of charge, parcel number 07-222-25-360-112 (Exhibit A), at its discretion to be used as a public community garden with subplots by the citizens of the city of Kenosha, to be administered by GARDEN. CITY retains authority to limit use by GARDEN to a limited area of the parcel.~~

2. CITY will provide a single source of water for use at the garden at no charge to participants. The source location, source configuration and amount of water available are solely at CITY's discretion.

3. CITY will designate a City of Kenosha employee to act as a liaison between GARDEN and CITY. CITY may change city liaison at will upon written notice to GARDEN.

**B. GARDEN agrees as follows:**

1. GARDEN agrees to operate, administer and maintain a community garden for the benefit of the citizens of Kenosha on the parcel provided by CITY in the limited area (100' x 100') of the parcel (see Exhibit A) designated. By CITY. GARDEN may, from time to time, request additional area for use on the parcel subject to the approval of City Administration.

2. GARDEN will, prior to commencing any gardening activities upon the site, develop an operational plan for the site and adopt rules and regulations for the participants to adhere to while using the community garden. The operational plan, rules and regulations shall be approved by City Administration prior to use of the parcel.

3. GARDEN will comply with all applicable laws, including City of Kenosha Code of General Ordinances and the City of Kenosha Zoning Code, and maintain the parcel in accordance therewith.

4. At the termination of the Agreement GARDEN will surrender the site to CITY in a neat and orderly condition, commensurate to which it was received.

5. GARDEN agrees that it shall be solely responsible to obtain funding and/or donations for all plants and materials needed for the garden and acknowledges the City shall have no responsibility nor undertake any costs for the same.

6. GARDEN agrees it may build raised beds for growing plants and make improvements to the soil if needed, including bringing in top soil and compost as deemed appropriate.

7. GARDEN agrees to design the garden.

8. **GARDEN** agrees to engage residents of the community to plant and maintain the garden.

9. **GARDEN** agrees to agree to accept property in "as is" condition and acknowledges that the City has made no representations and provided no warranties as to the condition of the parcel and the soil contained therein.

10. **GARDEN** agrees to submit **GARDEN** By-Laws and documentation as to **GARDEN's** non-profit status within ten (10) days of said occurrence to City Administration prior to use of the parcel.

11. **GARDEN** agrees to obtain approval from **CITY** prior to making any structural improvements to the property. Once constructed **GARDEN** will maintain such structures in sound condition and repair with an attractive appearance.

12. **GARDEN** agrees to monitor and ensure that the property is kept in good order. This includes keeping the property:

- a. clean and free of trash and debris, including keeping the plants watered and well maintained;
- b. free from any obstacles or hazards that might affect the safety of neighbors and pedestrians; and
- c. free of any noises or odors that might diminish the quality of life of neighbors.

13. **GARDEN** agrees to require participants to sign the City of Kenosha Release Agreement (Exhibit B). **GARDEN** shall maintain copies on file and forward the original agreement to the **CITY** upon execution. A participant is not permitted on site prior to filing the original release with the **CITY**.

14. **GARDEN** agrees to limit access to the site only to participants who have signed and agreed to the terms of the waiver and their guests (only when accompanied by the participant). **GARDEN** will accomplish this by employing means such as site design and signage to indicate that this is a community garden and not a public park. Clear communication about how to sign up and participate in the garden project should further be used to indicate the limited access of this site.

15. **GARDEN** shall maintain, and forward to **CITY**, an up-to-date participant list at all times.

16. **GARDEN** agrees that operational hours of the community garden shall be limited to sunrise to sunset.

17. **GARDEN** agrees that during the period of this Agreement, to repair any damage to the site caused by gardeners to a condition commensurate to which it was received.

18. **GARDEN** agrees to identify a point person to represent **GARDEN** in all matters related to this Agreement.

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**C. PROPERTY DESCRIPTION.**

See Exhibit A attached hereto and incorporated herein.

**D. TERM.**

The initial term of this Agreement shall commence upon execution and conclude on December 31, 2017, subject to the Termination provision contained herein in Section K. of the Agreement. Furthermore, this Agreement shall automatically renew for subsequent five (5) year terms unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then current Term.

**E. USE.**

No illegal plants or planting materials are permitted.

**F. INSURANCE.**

1. **GARDEN** shall have at least the following minimum levels of insurance prior to execution and throughout the term of this Agreement:

**(a) Commercial General Liability:**

Each Occurrence – One Million Dollars (\$1,000,000).  
General Aggregate – One Million Dollars (\$1,000,000);

**(b) Umbrella Liability or Excess Insurance in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein:**

Two Million Dollars (\$2,000,000) per occurrence; and  
Two Million Dollars (\$2,000,000) aggregate.

2. **Certificate of Insurance.** The insurance coverages listed above shall be verified by a Certificate of Insurance issued to **CITY** and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company mail ten (10) days written notice to the certificate holder.

3. **Additional Named Insured.** **CITY** must be named as an additional insured on the Commercial General Liability, Automobile Liability, and the Umbrella Liability or Excess Insurance, whichever of the latter was provided. **GARDENS** shall provide **CITY** with a copy of the endorsement.

**G. INDEMNITY/HOLD HARMLESS.**

**GARDEN** agrees to indemnify, defend and hold **CITY**, its successors, assigns, officers, directors, agents, lessees, licensees and employees harmless from any and against any and all claims, losses, liens, liabilities, penalties, suits, actions, proceedings, judgments, demands, damages (including any consequential damages, whether foreseen or unforeseen), costs and expenses (including reasonable attorneys' fees and court costs) made, incurred or asserted as a result of **GARDEN's**, or its successors, assigns, officers, directors, employees, agents, lessees, or permittees use of the subject property, whether within the scope or beyond the scope of this Agreement. Furthermore, **GARDEN** will obtain and return to **CITY** an Indemnity/Hold Harmless Agreement from all approved gardeners on forms provided by **CITY**.

**H. RESTORATION OF PROPERTY.**

At the termination of this Agreement the site will be returned to **CITY** in a neat and orderly condition, commensurate to which it was received.

**I. RIGHT OF ACCESS.**

**CITY** shall have right of access at all times.

**J. MODIFICATION OF AGREEMENT.**

Notwithstanding any other provision of this Agreement, the parties may mutually modify this Agreement in writing, and they shall agree in such written modification to their respective rights and obligations upon modification.

**K. TERMINATION.**

This Agreement shall terminate at the conclusion of the Agreement term or with or without cause, for any reason whatsoever at any time upon written notice of termination from either party provided at least ninety (90) days prior to the termination date. **CITY** maintains the right to terminate the Agreement upon breach by **GARDEN** prior to the conclusion of any term or notice.

**L. NOTICES.**

All notices required to be given by either party shall be given by certified or registered mail delivered to the following addresses:

If to **CITY**:

City Clerk/Treasurer,  
Municipal Building, Room 105,  
625 - 52nd Street,  
Kenosha, Wisconsin 53140;

with copies to:

City Attorney  
Municipal Building, Room 201,  
625 - 52nd Street,  
Kenosha, Wisconsin 53140.  
Ms. Jo Wynn, CEO & Founder  
WALKIN' IN MY SHOES  
2211 - 50<sup>th</sup> Street  
Kenosha, Wisconsin 53140

If to **GARDEN:**

**M. SEVERABILITY.**

Each paragraph of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be held to be ineffective or invalid, that provision shall be deemed amended to achieve as nearly as possible the same effect as the original provision, and the effectiveness and validity of the remaining provisions shall not be affected or impaired. No provision of this Agreement shall be interpreted against a party because that party drafted the provision.

**N. NEGATION OF JOINT VENTURE.**

Nothing contained in this Agreement shall constitute or create a partnership or joint venture between the parties.

**O. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of Wisconsin.

**P. ENTIRE AGREEMENT.**

The Agreement is the entire and only agreement between the parties and supersedes all prior understandings and practices between the parties.

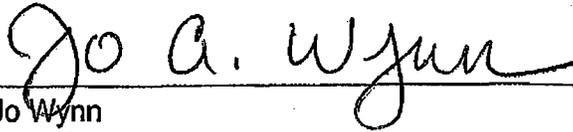
This Agreement will be executed as follows:

By CITY on the 10<sup>th</sup> day of June, 2013

  
\_\_\_\_\_  
KEITH G. BOSMAN, Mayor

  
\_\_\_\_\_  
DEBRA SALAS, Clerk/Treasurer

By **GARDEN** on the 10<sup>th</sup> day of June, 2013.



Jo Wynn  
CEO & Founder  
WALKIN' IN MY SHOES  
d/b/a Seed to Harvest Community Garden

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

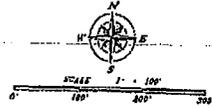
Part of the Southwest Quarter of Section 25, Township 2 North, Range 22 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Outlot 2 of KAT Subdivision, a subdivision of record and on file in the Kenosha County Land Registry.

Containing 3.94 Acres of land, more or less.

# K. A. T. SUBDIVISION

BEING A REVISION OF ALL OF LOT 2 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 2490, RECORDED AS DOCUMENT NO. 1447481, PART OF PARCEL 1 AND ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 17031, RECORDED AS DOCUMENT NO. 10063511, PART OF THE LAND RECORDED IN WARRANTY DEED, VOLUME 53, PAGE 141 ON FEBRUARY 10, 1973 AND OF ALL OF THE LAND RECORDED AS PARCEL 1 IN WARRANTY DEED, DOCUMENT 100618 ON NOVEMBER 6, 1995, ALL BEING RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE, AND BEING IN THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NORTH ARROW AND BEARINGS ON THIS PLAN REFER TO GRID NORTH. KENOSHA STATE PLANE COORDINATE SYSTEM SOUTH ZONE TRAD-2777 AND ARE BASED ON THE SOUTH-TRUE-MERIDIAN OF THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST AS BEARING N 89° 30' 36" SEE LEGEND AND NOTES ON SHEET 3 OF 3

07-222-25-326-003 UNPLATTED LANDS

07-222-25-326-003 UNPLATTED LANDS

REMAINDER OF WEST PART OF 35TH AVENUE RIGHT-OF-WAY OWNED BY LOCAL LEON 22, A N. RIVERS CORPORATION WARRANTY DEED VOL. 154800

Revisions 6-5-08  
dec. 11 1993/352

## DEPARTMENT OF ADMINISTRATION

There are no objections to this plat with respect to Accs. 208.10, 206.10, 202.20 and 206.11 and 101. Wis. Stats. as provided by s. 306.12, Wis. Stats.

Certified April 24, 2008  
*Ronald D. Papp*  
Department of Administration

C. S. M. 2490 LOT 1

07-222-25-351-021 OWNED BY CITY OF KENOSHA 35TH AVENUE WEST TO 30TH AVENUE



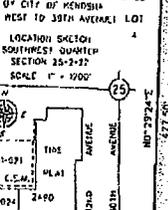
KENNETH L. KENYON MARCH 11, 2008  
41. RESIDENCE LAND SURVEYOR NO. 5-2189  
CITY OF KENOSHA PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION PHONE 262-653-4050  
REVISED APRIL 19, 2008

NOTE: STORM SEWER EASEMENTS THRU LOTS 10, 11, 30, 31, 41, 64, 65 AND 95 ARE SHOWN IN DETAIL 1-0 ON SHEET 2

DETAIL - LOT 10  
100.00' x 100.00' x 100.00' x 100.00'

07-222-25-351-021 OWNED BY CITY OF KENOSHA 35TH AVENUE WEST TO 30TH AVENUE LOT 1

LOCATION SKETCH SOUTHWEST QUARTER SECTION 25-2-22 SCALE 1" = 100'



07-222-25-351-021 OWNED BY CITY OF KENOSHA 35TH AVENUE WEST TO 30TH AVENUE LOT 1

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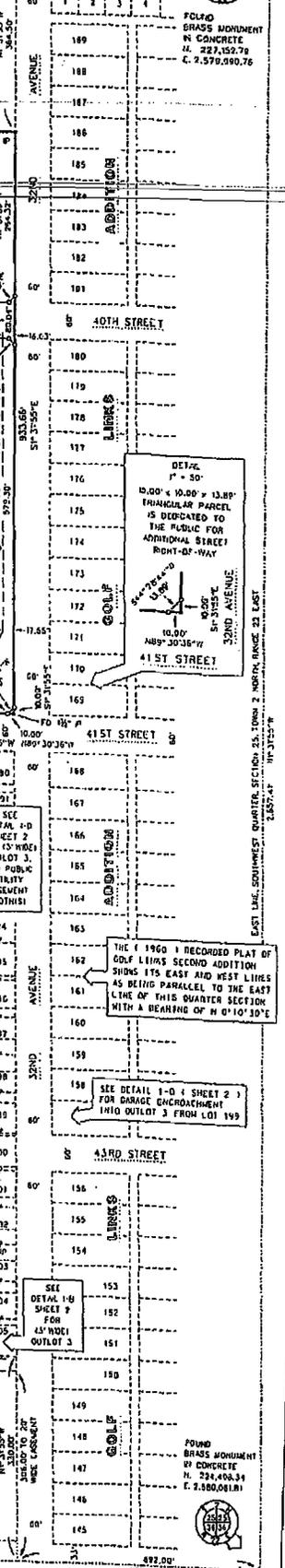
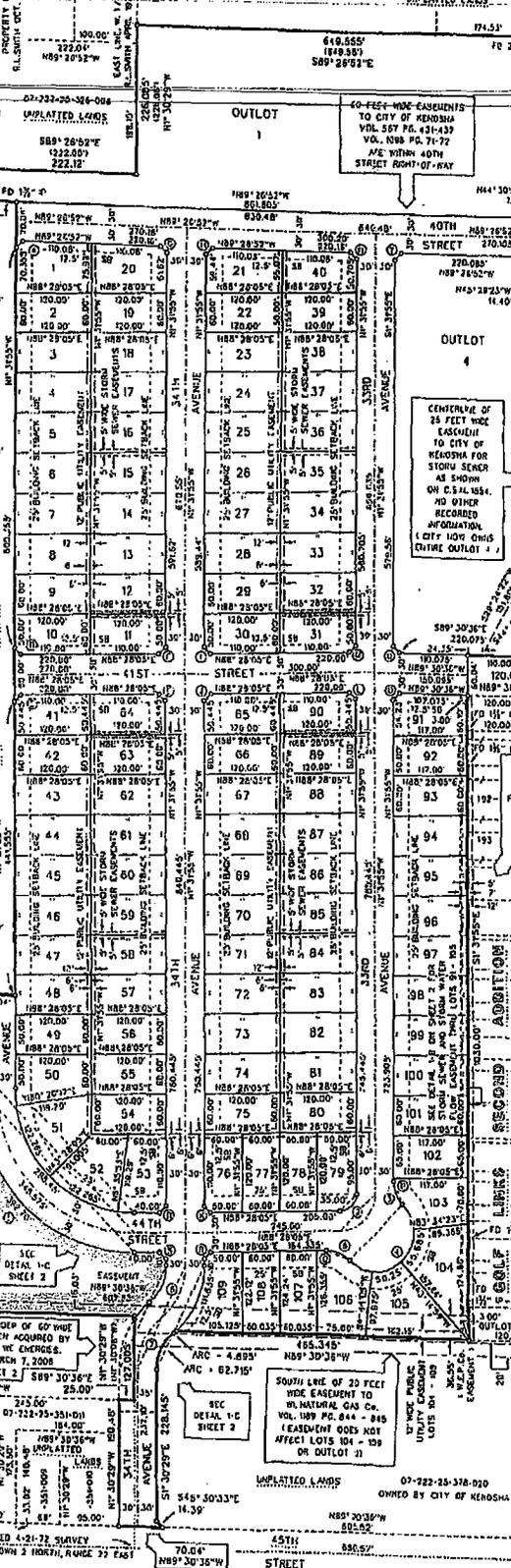
07-222-25-351-021 OWNED BY CITY OF KENOSHA 35TH AVENUE WEST TO 30TH AVENUE LOT 1

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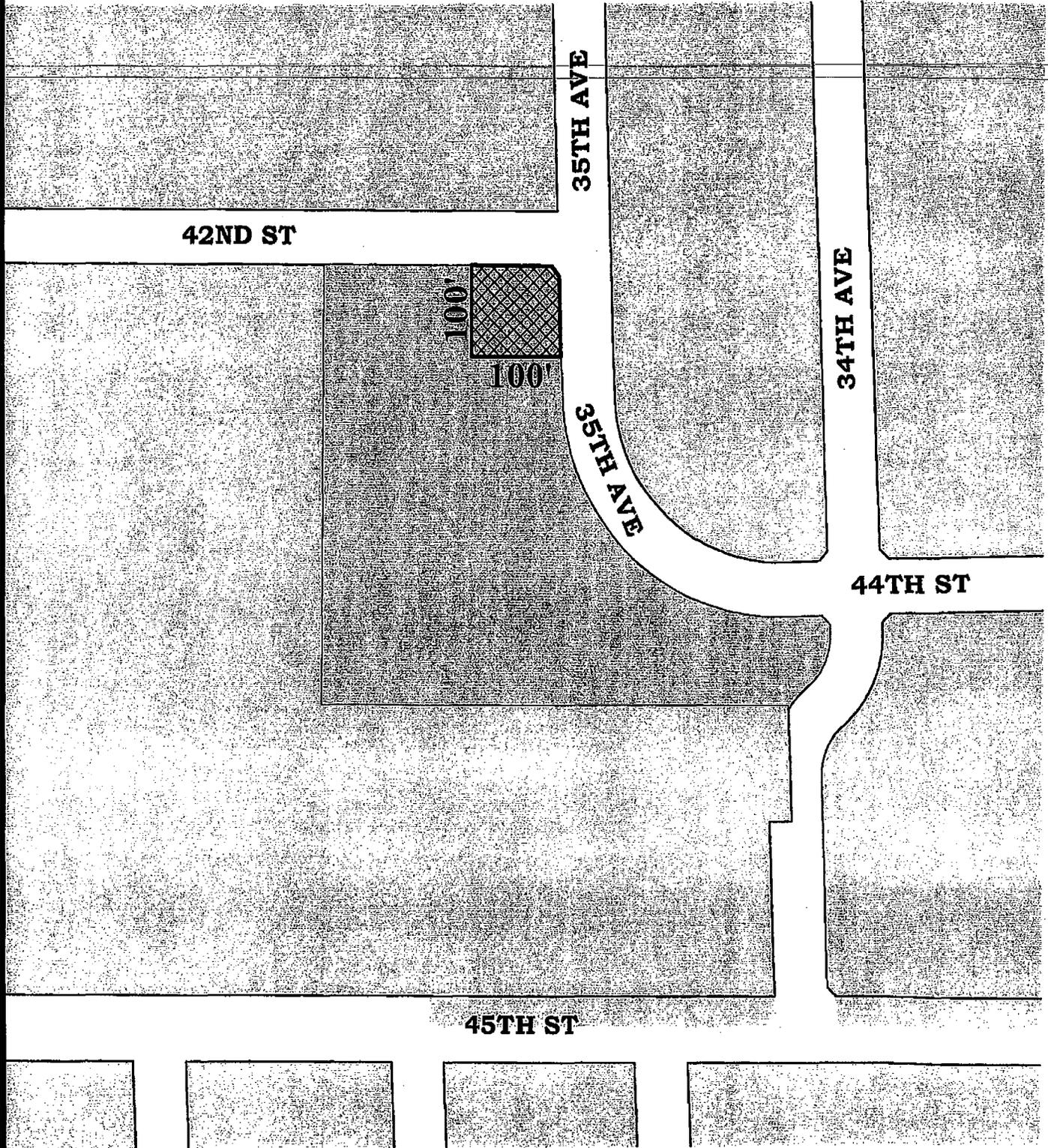
07-222-25-351-021 OWNED BY CITY OF KENOSHA 35TH AVENUE WEST TO 30TH AVENUE LOT 1



S-2915

# City of Kenosha

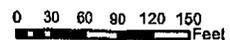
## General Location Map



Area Subject to Agreement



Community Garden Property



**EXHIBIT B**

**CITY OF KENOSHA**

**RELEASE AGREEMENT**

**CITY OF KENOSHA RELEASE AGREEMENT** IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE SEED TO HARVEST COMMUNITY GARDEN OR USE OF ANY CITY PROPERTY IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF KENOSHA, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in the SEED TO HARVEST COMMUNITY GARDEN or using any city property in connection with the activity.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasee's right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the RELEASEE'S or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by Wisconsin law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made. **IF THE PARTICIPANT IS A MINOR, HIS OR HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THIS AGREEMENT.** I hereby warrant that I am the legal guardian or custodial parent of \_\_\_\_\_ who is a minor and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

Patricia A. Rozmann  
Adult Name (please print)

Patricia A. Rozmann  
Signature

6-10-13  
Date



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

January 8, 2014

To: Eric Haugaard, Chairman, Public Works Committee  
Patrick Juliana, Chairman, Stormwater Utility Committee  
Michael Orth, Chairman, Park Commission

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

Subject: Acceptance of Project 11-1416 Petzke Park – Phase I Mass Grading & Parking Lot

Location: 1700 29<sup>th</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by BCF Construction Corp., Waukesha, Wisconsin. This project consisted of the expansion of Petzke Park and redesign of the existing park with the removal of an existing parking lot, mass grading, tree removal, installing storm sewer, installing new parking lot off 14<sup>th</sup> Avenue, installing sidewalk paths, installation of LED lights in parking lot and along the main path, and site restoration.

It is recommended that the project be accepted in the final amount of \$584,766.83. Original contract amount was \$16,432 plus \$1,568 for storm sewer for a total of \$18,000 funding from CIP Line Item SW-95-001; \$517,182 plus \$52,818 for contingency for a total of \$570,000 funding from PK-08-13, PK-10-004, PK-11-001 and TID #9 (Frost Grant). The total contract amount of \$588,000.

Under CIP Line Item PK-11-001 the City will also direct purchase lights for walkway and parking lot that will be installed by the contractor. The light fixture and pole quote is approximately \$26,000 which will be in addition to the contract total.

SAB/kjb



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT  
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January 14, 2014

To: Eric Hugaard, Chairman, Public Works Committee

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

Subject: ***Resolution by Alderperson David F. Bogdala – To Urge the Mayor to Review the Snow-Removal Guidelines for the City, To Find Sources of Funding for Increased Snow-Removal Operations for 2014, and To Identify a Suitable Location for a Salt Storage Facility for the Western Portions of the City***

**BACKGROUND/ANALYSIS**

Staff received a referral for a resolution by Alderperson Bogdala which was referred to the Public Works Committee at the Common Council meeting on January 8, 2014.

**RECOMMENDATION**

Staff has no recommendation.

**RESOLUTION \_\_\_\_\_**

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**

**CO-SPONSORS: ALDERPERSON G. JOHN RUFFOLO  
ALDERPERSON STEVE G. BOSTROM  
ALDERPERSON KEVIN E. MATHEWSON  
ALDERPERSON JESSE DOWNING**

**TO URGE THE MAYOR TO REVIEW THE SNOW-REMOVAL GUIDELINES FOR THE CITY, TO FIND SOURCES OF FUNDING FOR INCREASED SNOW-REMOVAL OPERATIONS FOR 2014, AND TO IDENTIFY A SUITABLE LOCATION FOR A SALT STORAGE FACILITY FOR THE WESTERN PORTIONS OF THE CITY**

**WHEREAS,** heavy accumulations of snow on streets present a hazard to the motoring public and an impediment to emergency protective service response; and

**WHEREAS,** snow-removal policies or guidelines are developed to examine snow-removal considerations such as: when removal operations will commence; what streets receive priority; when salt will be used; what distribution rate of salt will be used depending on precipitation type, water content, temperature, wind, and projected storm duration; when other chemicals such as CaCl salt will be added to the standard NaCl salt (to facilitate melting in extraordinary cold weather); when snow emergencies will be called; and how man-power/overtime will be utilized; and

**WHEREAS,** the existing snow-removal guideline was established by the Departments of Public Works and Parks and authorized by City administration (“the Snow-Removal Guideline”); and

**WHEREAS**, the Snow-Removal Guideline calls for commencement of snow removal in residential areas when -four inches of snow accumulates; and

**WHEREAS**, the Snow-Removal Guideline calls for use of the least amount of salt necessary to control snow and ice; and

**WHEREAS**, the 2014 budget was created using the Snow-Removal Guideline; and

**WHEREAS**, since creation of the Snow-Removal Guideline, there have been significant development and population increases in the 16<sup>th</sup> and 17<sup>th</sup> Aldermanic Districts comprising the western portions of the City; and

**WHEREAS**, the long-term forecasts for the winter of 2013-2014 call for greater precipitation and colder temperatures than for the winter of 2012-1013, and the snow fall for December of 2013 is already greater than for December of 2012.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is urged to conduct a review of the Snow-Removal Guideline, specifically to reconsider the continuing applicability of a four-inch threshold for commencing snow-removal operations in residential areas and to consider increased salt usage.

**BE IT FURTHER RESOLVED**, that the Mayor is urged to review the 2014 budget to identify funding sources necessary for increased snow-removal operations in residential areas.

**BE IT FURTHER RESOLVED**, that the Mayor is urged to identify a suitable location of a salt storage facility to facilitate salt distribution on the west side of the City, particularly including the 16<sup>th</sup> and 17<sup>th</sup> Aldermanic Districts.

Adopted this \_\_\_\_\_ day of January 2014.

ATTEST:

\_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED:

\_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted By:

EDWARD R. ANTARAMIAN

City Attorney



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT  
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EMAIL PUBLICWORKS@KENOSHA.ORG

January 14, 2014

To: Eric Hugaard, Chairman, Public Works Committee  
From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Deputy Director of Public Works/City Engineer  
Subject: ***Resolution by Alderperson Kevin Mathewson – To Require the Creation and Management of an Official City of Kenosha Facebook Page and Twitter Account***

**BACKGROUND/ANALYSIS**

Staff received a referral for a resolution by Alderperson Mathewson which was referred to the Public Works Committee at the Common Council meeting on January 8, 2014.

**RECOMMENDATION**

Staff has no recommendation.

**RESOLUTION**

**SPONSOR: ALDERPERSON KEVIN MATHEWSON**

**TO REQUIRE THE CREATION AND MANAGEMENT OF AN  
OFFICIAL CITY OF KENOSHA FACEBOOK PAGE  
AND TWITTER ACCOUNT**

**WHEREAS**, the introduction of Facebook, Twitter and other online social networking sites have impacted and changed the way people communicate and gather information; and

**WHEREAS**, the Kenosha Police Department and Kenosha Public Museum are City of Kenosha entities with Facebook pages; and

**WHEREAS**, the creation of an official City of Kenosha Facebook page and Twitter account will assist in informing citizens of the City and neighboring areas by providing press releases, emergency messages, notices of special events, changes in local ordinances, and notices regarding the passage of resolutions and impending City projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Administrator create and manage a City of Kenosha Facebook page and Twitter account.

**BE IT FURTHER RESOLVED**, that City Administration, with the approval of the Common Council, develop rules and regulations governing the management of the Facebook page and Twitter account including designating the administrators of each service.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney

<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	January 9, 2014	Item 4
<b>By the Mayor - To Approve a Two-Lot Certified Survey Map for property at 5508 75th Street. (R&amp;G Estates) (District #14) PUBLIC HEARING (Also referred to Public Works)</b>			

**LOCATION/SURROUNDINGS:**

Site: 5508 75th Street  
Zoned: B-2 Community Business District/RD Two-Family Residential/Air-5 Airport Overlay District

**NOTIFICATIONS/PROCEDURES:**

The alderperson of the district, Alderperson Prozanski, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**ANALYSIS:**

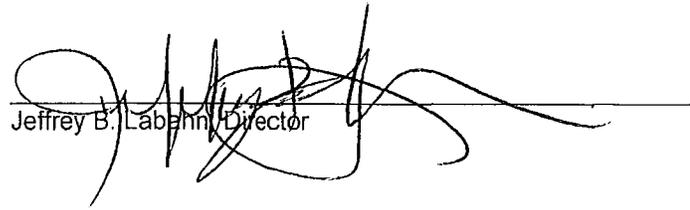
- The applicant submitted a Certified Survey Map to divide the existing, developed commercial lot into two (2) parcels:
  - Lot 1 would be the existing multi-tenant building constructed in 2007.
  - Lot 2 would be the existing National Pride auto sales and service center.
- Both lots would meet minimum zoning requirements including lot sizes, setbacks and minimum number of parking spaces.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
- The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

RESOLUTION NO: \_\_\_\_ - 14

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP  
Property at 5508 75th Street (R & G Estates)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to two (2) parcels at 5508 75th is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. Payment of all storm water utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map in CAD format shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. A Cross Access Agreement will be needed between the two (2) parcels.
7. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014

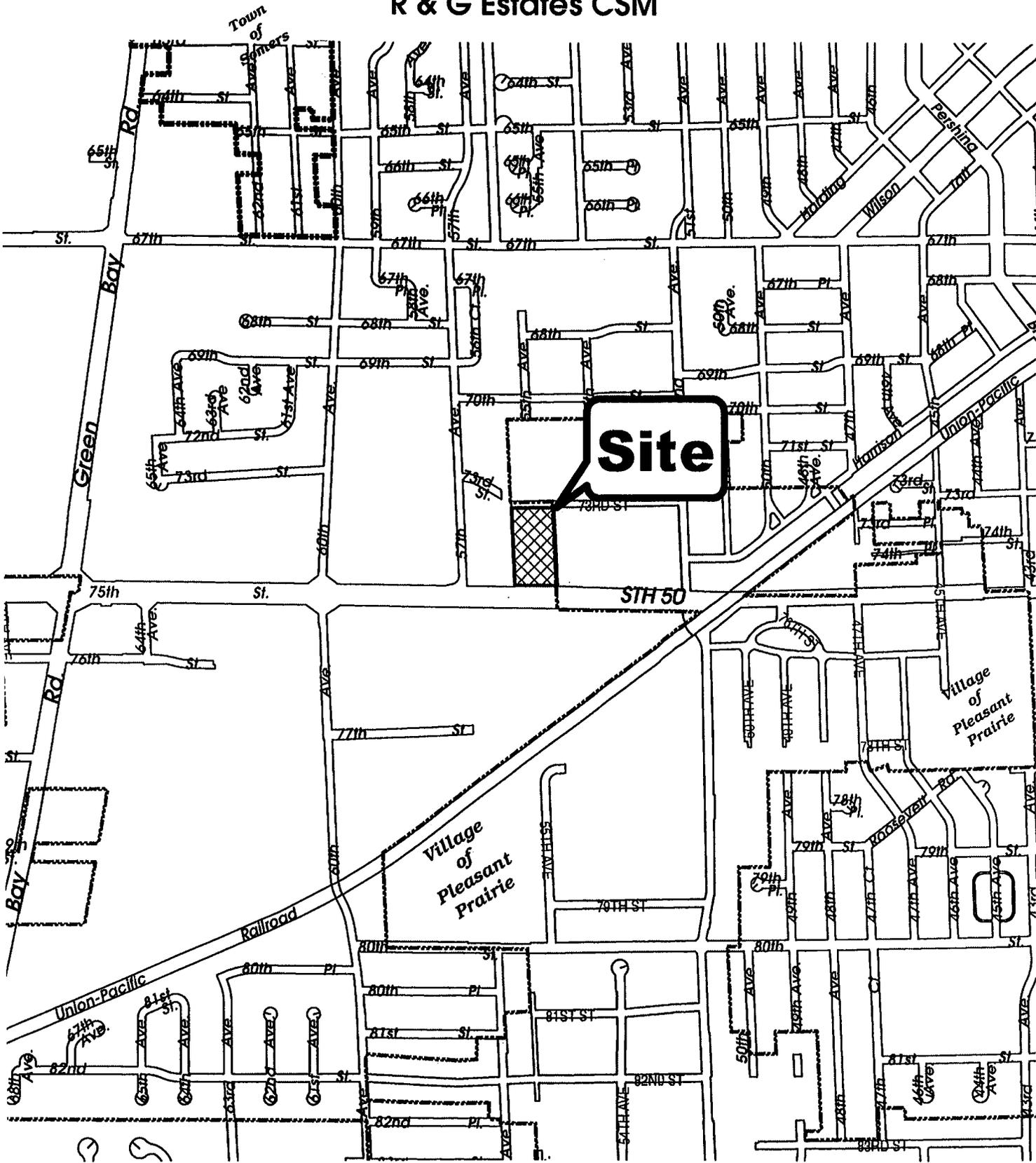
ATTEST:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

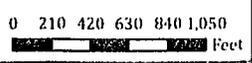
APPROVE:

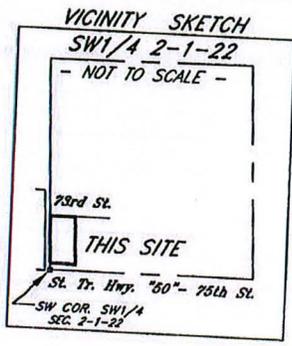
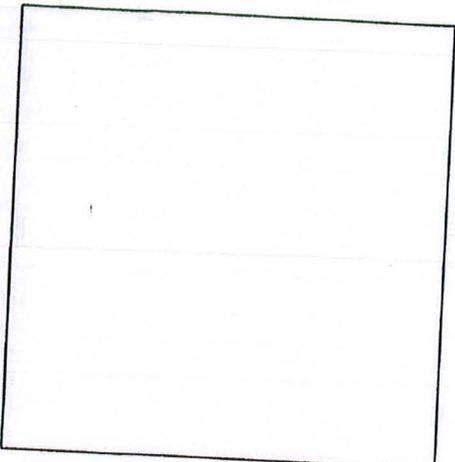
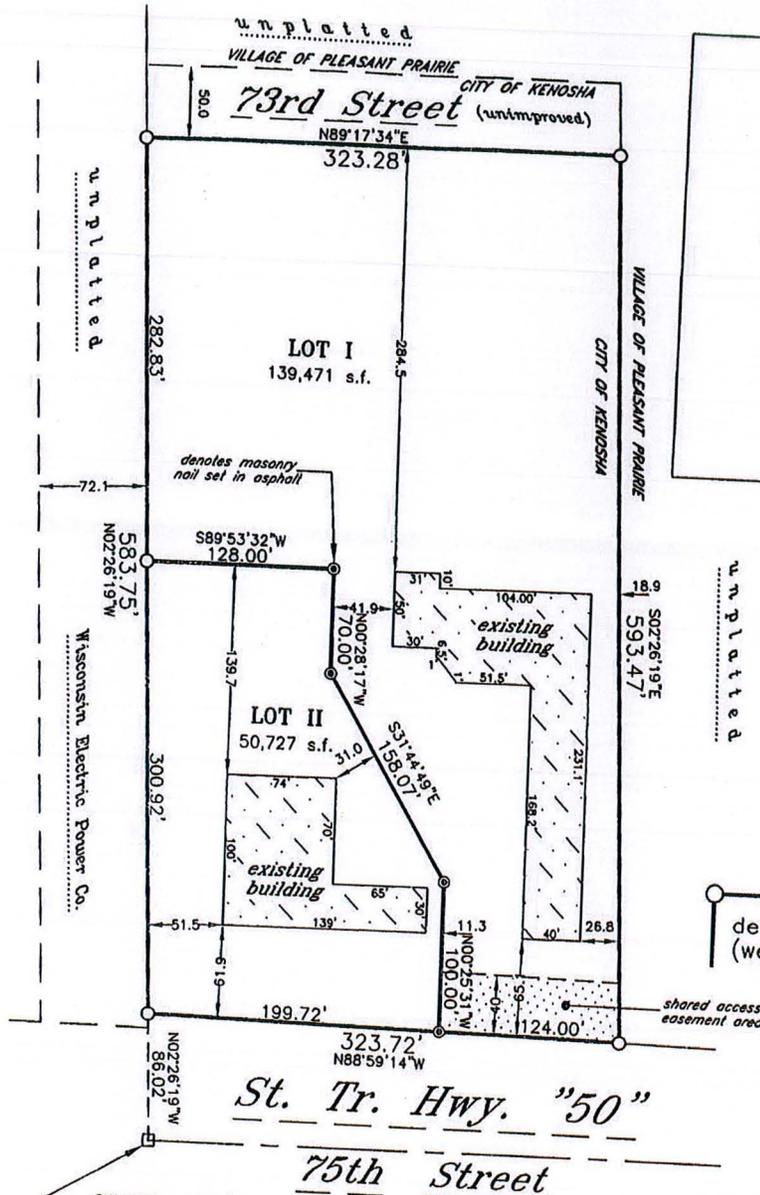
\_\_\_\_\_  
Keith G. Bosman, Mayor

City of Kenosha  
Vicinity Map  
R & G Estates CSM



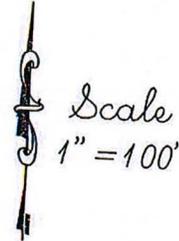
----- Municipal Boundary





unplatted

denotes 1" x 2' iron pipe  
(weight: 1.13 lbs per foot)



Bearings refer to grid north, state plane coordinate system south zone.

NOTE: Lots shown hereon are served by public sanitary sewer and public water.

SW COR. SW1/4 SECTION 2-1-22  
N. 213,725.41  
E. 2,572,515.14  
(concrete monument)

J.K.R. SURVEYING, INC.  
8121 22ND AVENUE KENOSHA, WI 53143  
ph. 262-652-2111 fax. 262-652-9695



WISCONSIN REGISTERED LAND SURVEYOR

Dated... November 1, 2013  
Revised 12/6/13

SHEET ONE OF TWO SHEETS

CERTIFIED SURVEY MAP

- for -  
OWNER(S)/DEVELOPER:  
Ronald and Gail Marcquenski  
23320-112th Street  
Trevor, WI 53179  
(262-620-3554)

in SW1/4 Section 2-1-22

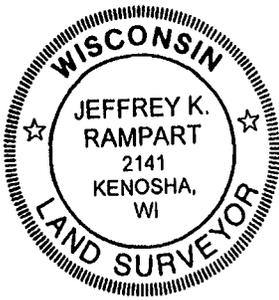
CITY OF KENOSHA  
KENOSHA COUNTY, WIS.

CERTIFIED SURVEY MAP NO.....

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of the Southwest Quarter of Section 2, Town 1 North, Range 22 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commencing at the southwest corner of said quarter section; thence N02°26'19"W along the west line of said quarter section 86.02 feet to the north line of State Trunk Highway "50" (75th Street) and the point of beginning; thence continue N02°26'19"W along said west line 583.75 feet; thence N89°17'34"E 323.28 feet; thence S02°26'19"E parallel to the west line of said quarter section 593.47 feet to the aforesaid north line of said highway; thence N88°59'14"W along said north line 323.72 feet to the point of beginning.



That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the City of Kenosha Land Division and Platting Ordinance.

Dated this ...6th... day of ...December..., 2013.

SURVEYOR.....  
JEFFREY K. RAMPART (S-2141)  
WISCONSIN REGISTERED LAND SURVEYOR

As owner(s), I (we )hereby certify that we caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

OWNER..... OWNER.....  
RONALD MARCQUENSKI GAIL MARCQUENSKI

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this ..... day of ....., 20\_\_\_, the above named Ronald and Gail Marcquenski, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires..... NOTARY PUBLIC

PRINT NAME HERE.....

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this ..... day of ....., 20\_\_\_.

APPROVED.....  
KEITH G. BOSMAN, Mayor

PRINT NAME HERE.....

I hereby certify that the foregoing is a copy of resolution number \_\_\_\_\_ adopted by the Common Council of the City of Kenosha.

OWNER(S)/DEVELOPER:

Ronald and Gail Marcquenski  
23320-112th Street  
Trevor, WI 53179  
(262-620-3554)

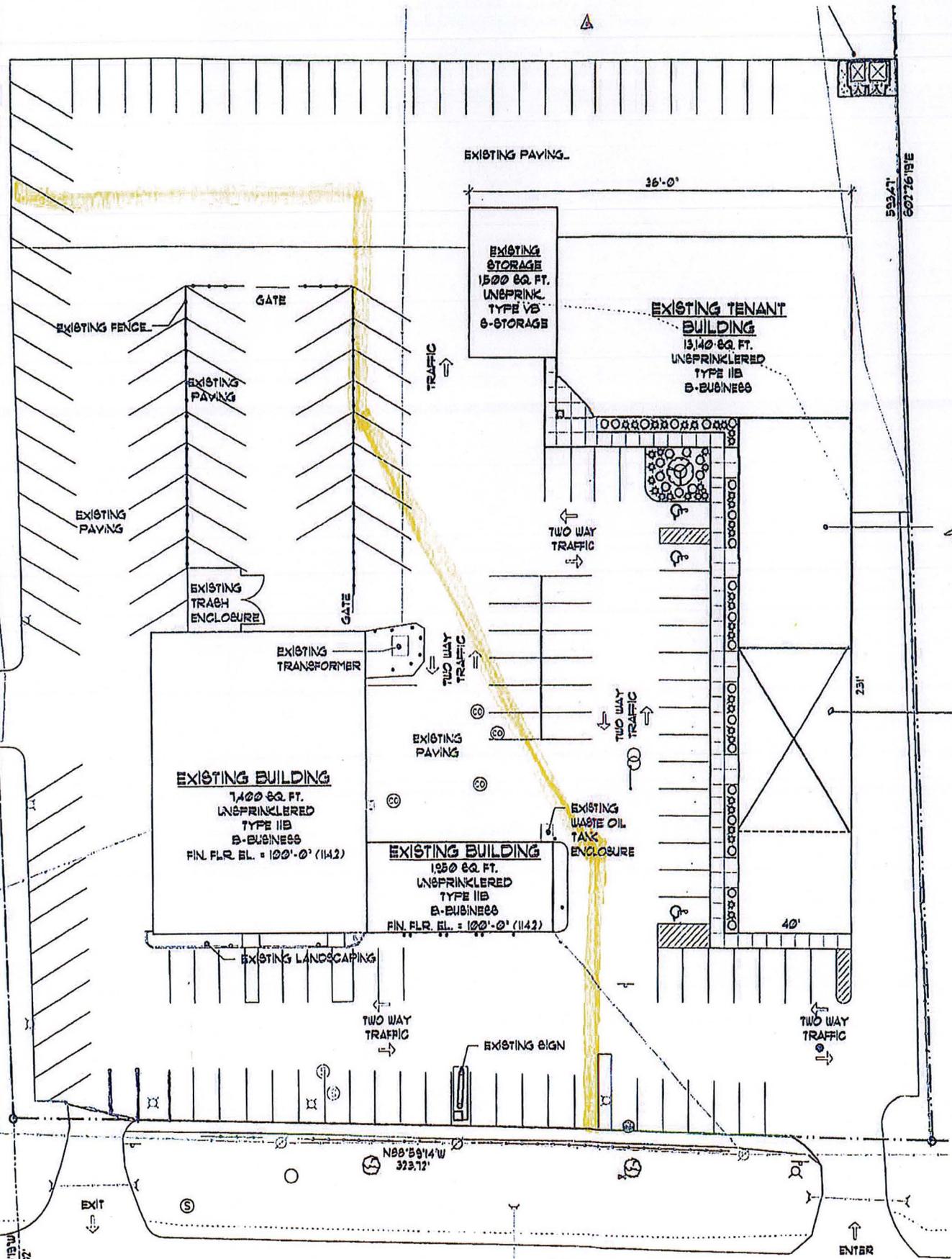
CITY CLERK/TREASURER.....  
DEB SALAS

PRINT NAME HERE.....

west line S1/4 Section

N02°26'15"W  
593.15'

S93.41'  
602'26"15"E



S. T. HWY "50"

75TH ST.

N02°26'15"W  
593.15'

ENTER

**Development Review Application  
City of Kenosha, Wisconsin**

**MAILING INFORMATION**

**NAME OF PROJECT:** 5508 75th St, Kenosha WI 53142

*Check one (1) of the following boxes to indicate the recipient of all correspondence:*

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: Bruce Marcquenski R&G Estates, LLC 5506 75th St. Kenosha WI 53142	Phone: <u>262-620-3554</u> Fax: <u>262-697-3472</u> E-Mail: <u>nationalpridekenosha@gmail.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 5508 75th St, Kenosha WI 53142  
Parcel #02-122-02-351-007

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review ( <i>Land Division</i> )	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,  
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections Planning Division 625 52nd Street, Room 308 Kenosha, WI 53140	Phone: 262.653.4030 Fax: 262.653.4045  Office Hours: M - F 8:00 am – 4:30 pm
--	--

**SECTION 1  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	<b>Number of Lots:</b> <u>2</u> <b>Zoning District:</b> <u>14</u> <b>Proposed Zoning Change, if any:</b> _____
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <b>Miscellaneous fees</b> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

**Checklist to be completed and signed:**

- \_\_\_ Scale and north arrow
- \_\_\_ Scale of plans less than or equal to 1" = 100'
- \_\_\_ Date of original and revisions noted
- \_\_\_ Certification from surveyor that Plat complies with Chapter 17
- \_\_\_ Reproducible paper less than 36" in width
- \_\_\_ Location of all existing structures and first floor elevations
- \_\_\_ Location of utility and drainage easements
- \_\_\_ Exact length and bearing of the centerline of all streets
- \_\_\_ Exact street width along the line of any obliquely intersecting street
- \_\_\_ Railway rights-of-way within and abutting the plat
- \_\_\_ Location and size of all lands to be dedicated for public use (when required)
- \_\_\_ Comprehensive drainage plan
- \_\_\_ Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- \_\_\_ Major street setback or WisDOT setbacks (if applicable)
- \_\_\_ Map shows entirety of all parcels in proposed certified survey map

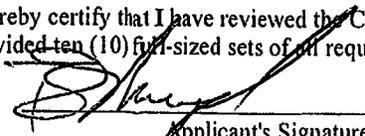
**Checklist to be completed and signed:**

- \_\_\_ Floodplain limits of the 100 year recurrence interval flood
- \_\_\_ Location of any wetlands, shoreland, or other environmental areas (if applicable)

**Plans to be submitted (when applicable)**

- \_\_\_ Street plans and profiles
- \_\_\_ Sanitary sewer plans and profiles
- \_\_\_ Storm sewer plans
- \_\_\_ Grading/drainage plans
- \_\_\_ Water main plans and profiles
- \_\_\_ Erosion control plans
- \_\_\_ Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.

  
 \_\_\_\_\_  
 Applicant's Signature

C-5



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
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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  
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January 10, 2014

To: Michael Orth, Chairman  
Park Commission

From: Michael Lemens, P.E.  
Director of Public Works

CC: Chris Schwartz  
District 2

Subject: *Approval of Grant Agreement between the State of Wisconsin Department of Natural Resources and the City for the Kenosha Southport Marina Harbor Dredging.*

**BACKGROUND INFORMATION**

Staff submitted a grant application in, requesting funding assistance to conduct dredging activities within the marina entry through the Recreational Boating Facility funds. Due to sedimentation, the current entry depth is a navigational hazard to recreational boaters. The marina and the harbor serve as a harbor of refuge with transient docks available. The dredging will be part of the larger coastal development study.

The agreement is a 40% match therefore the Park Division, through this agreement has the opportunity to receive \$120,000 in funding for a \$180,000 match resulting in \$300,000 for design services.

**RECOMMENDATION**

Approve the Grant Agreement and direct staff to prepare a Capital Improvement Program (CIP) Amendment for the additional funding to be allocated to the CIP as the dredging is required with the agreement with the Marina.

YOUR COPY

State of Wisconsin  
Department of Natural Resources  
P. O. Box 7921  
Madison, WI 53707-7921

OUTDOOR RECREATION AIDS GRANT AGREEMENT  
Form 8700-065 Rev. 01-10

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Grantee/Project Sponsor</b>  City of Kenosha	<b>Project Number</b>  RBF-1461								
<b>Project Title</b>  Kenosha Southport Marina Harbor Dredging									
<b>Period Covered by This Agreement</b>  December 16, 2013 Through June 30, 2015	<b>Name of Program</b>  Recreational Boating Facilities								
<b>Project Scope and Description of Project</b>  City of Kenosha will conduct dredging activities within the marina entry. Due to sedimentation, the current entry depth is a navigational hazard to recreational boaters. The marina and harbor serve as a harbor of refuge with transient docks available. The dredging is part of a larger coastal development project.									
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>	The following documents are hereby incorporated into and made part of this agreement:								
<table border="0"> <tr> <td><b>Total Project Cost</b></td> <td style="text-align: right;">\$300,000.00</td> </tr> <tr> <td><b>Cost-Share Percentage</b></td> <td style="text-align: right;">40%</td> </tr> <tr> <td><b>State Aid Amount</b></td> <td style="text-align: right;">\$120,000.00</td> </tr> <tr> <td><b>Project Sponsor Share</b></td> <td style="text-align: right;">\$180,000.00</td> </tr> </table>	<b>Total Project Cost</b>	\$300,000.00	<b>Cost-Share Percentage</b>	40%	<b>State Aid Amount</b>	\$120,000.00	<b>Project Sponsor Share</b>	\$180,000.00	<ol style="list-style-type: none"> <li>1. Chapter NR 7, Wisconsin Administrative Code</li> <li>2. Application Dated 06/05/2013</li> </ol>
<b>Total Project Cost</b>	\$300,000.00								
<b>Cost-Share Percentage</b>	40%								
<b>State Aid Amount</b>	\$120,000.00								
<b>Project Sponsor Share</b>	\$180,000.00								

## A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Boating Facilities and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

### The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 7, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

### The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$120,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 40 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

**B. Special Conditions:**

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The Sponsor may be eligible to have a single audit performed in accordance with the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA).
2. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
3. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
4. Cost sharing for the dredging of a channel is limited to dredging the width of a channel to a distance of 25 feet on either side of the centerline of a river or center channel marker in a lake. The dredging of backslopes necessary to maintain a channel width of 50 feet is eligible. The depth of the channel dredging shall be limited to the depth necessary to accommodate recreational watercraft commonly using the waterbody. The Sponsor may not receive cost sharing assistance for dredging the same channel more than once every 10 years.
5. A channel dredged with costs sharing assistance must be marked as a navigational channel with navigation aids.

Check here if you request advance payment totaling \$60,000.00

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY

By \_\_\_\_\_  
(Signature)

By *Mary Rose Teves*  
*Mary Rose Teves, Director*  
*Bureau of Community Financial Assistance*

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

*16 December 2013*  
(Date)

# WIS 50 Reconstruction Project



## DATE

Thursday, Jan. 23, 2014

## TIME

4:30 to 7 p.m.  
(presentation at 5:15 p.m.)

## PLACE

Journey Church (main lobby)  
10700 75<sup>th</sup> St. in Kenosha

## CONTACT INFORMATION

If you have questions about  
the project or meeting,  
please contact:

**Jason Dahlgren, PE**  
WisDOT Project Manager  
(262) 521-5349  
Jason.Dahlgren@dot.wi.gov

## HISTORICAL and ARCHAEOLOGICAL RESOURCES

Citizens who are interested  
in or knowledgeable about  
historical or archaeological  
resources in the project  
area are invited to share  
information at the public  
meeting or contact Jason  
Dahlgren (see above).

# You are **INVITED!**

## Public Information Meeting

The Wisconsin Department of Transportation (WisDOT) is hosting a public information meeting to obtain feedback on the latest design plans and project schedule for the reconstruction of WIS 50. Displays and design plans will be available for review at the meeting and project staff will be on-site to discuss the plans and answer your questions.

### Project Overview

WisDOT is developing detailed engineering plans for nearly five miles of WIS 50 from just east of 116<sup>th</sup> Avenue in the village of Pleasant Prairie to just west of 43<sup>rd</sup> Avenue in the city of Kenosha.

The design plans include:

- Widening the roadway from four to six lanes between 116<sup>th</sup> and 57<sup>th</sup> avenues.
- Reconstructing the existing four-lane road between 57<sup>th</sup> and 43<sup>rd</sup> avenues.
- Reconstructing and improving intersections with WIS 50.
- Implementing access management measures.
- Providing improved access road connections.

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*To request interpretation services for the hearing impaired, please call 711, the Wisconsin Telecommunication Relay System, at least three working days prior to the meeting. Ask the communication assistant to contact Jason Dahlgren, PE, of the Wisconsin Department of Transportation at (262) 521-5349.*

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

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

SUBJECT: Public Works Project Status Report

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #11-1416 - Petzke Park Mass Grading** – [BCF Construction] Waiting for close out documents. (1)
- 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)** – Pending Legal. (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 - 122<sup>nd</sup> Avenue – 71<sup>st</sup> Street to 74<sup>th</sup> 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 12<sup>th</sup>, 2014, surface asphalt will be completed on all streets in the spring of 2014. [Lincoln Road intersection at 28<sup>th</sup> Avenue, Lincoln Road intersection at 22<sup>nd</sup> Avenue, 70<sup>th</sup> Street from 39<sup>th</sup> Avenue to 40<sup>th</sup> 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. [13<sup>th</sup> Court from Washington Road to 43<sup>rd</sup> Street, 41<sup>st</sup> Street from 22<sup>nd</sup> Avenue to 350 ft. east of 21<sup>st</sup> Avenue] (Stormwater Utility funding also) (6)
- Project #13-1016 Resurfacing III** – [Cicchini] Punch list items remain on 40<sup>th</sup> Street. [34<sup>th</sup> Ave from 86<sup>th</sup> Place to 88<sup>th</sup> Place, 44<sup>th</sup> Avenue Cul-de-Sac south of 87<sup>th</sup> Place, 87<sup>th</sup> Place Cul-de-Sac west of 42<sup>nd</sup> Avenue, 26<sup>th</sup> Avenue from 34<sup>th</sup> Street to 31<sup>st</sup> Street, 40<sup>th</sup> Street from Sheridan Road to 8<sup>th</sup> Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)
- Project #13-1019 – Crackfilling** – [Fahrner] Work is complete, waiting for close out documents. (Citywide)
- Project #13-1024 – 60<sup>th</sup> Street Resurfacing – 39<sup>th</sup> Avenue to 30<sup>th</sup> 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 56<sup>th</sup> 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 12<sup>th</sup>, 2014. [56<sup>th</sup> Street from Sheridan Road to 13<sup>th</sup> Avenue] (Stormwater Utility funding also) (2)
- Project #13-1027 - Pavement Markings** – Work is complete, waiting for close out documents. (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. (Parks funding) (Citywide)
- Project #13-1412 - Simmons Field** – [Camosy] Kenosha Baseball will be requesting for temporary occupancy for their Launch party on November 23<sup>rd</sup>. Work will continue (12)
- 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, 2014 Resurfacing Program, 2014 Underpass Painting, Equipment Specifications, and SWU Projects and Parks Projects.