

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, FEBRUARY 4, 2013
ROOM 202
5:00 P.M.**

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Patrick Juliana
G. John Ruffolo

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on January 23, 2013.

C. REFERRED TO COMMITTEE

C-1 Approval of request for use of Celebration Place by Wisconsin Marathon, LLC on May 4, 2013. **(District 2)** *(Park Commission approved 5-0)*

C-2 Status Report of GPS Vehicle Tracking System for Snow Plow Operations.

C-3 Contract to raze buildings, parking lots and restore parcels Former CYC Campus: (1715 52nd Street (Martin Building), Tax Key No. 12-223-31-326-022; 1710 53rd Street (Johnson Building), Tax Key No. 12-223-31-326-024; 1822 53rd Street, Tax Key No. 12-223-31-326-020; 1801 52nd Street, Tax Key No. 12-223-31-326-021) By And Between The City of Kenosha, Wisconsin, A Wisconsin Municipal Corporation and Azarian Wrecking, LLC., A Wisconsin Limited Liability Company. **(District 7)** *(Finance Committee approved 4-0)*

C-4 Proposed Ordinance to Create Section 14.021 of the Code of General Ordinances for the City of Kenosha Regarding the Prohibition of Feeding Geese, Ducks, or Seagulls on Public Property. *(Park Commission approved 3:2)*

C-5 Resolution to Authorize the Submittal of an Award Application for the Former C&L Industrial Cleaners property for WAM Contractor Services. *(also referred to Finance Committee)*

C-6 Petition to vacate a portion of an alley located between 21st and 22nd Avenue from 65th to 67th Street. (Sorenson/Mathewson) **(District 8)** *(City Plan Commission approved 7-0-1 Mathewson abstained)*

INFORMATIONAL:

1. Project 77-1104 Sump Pump Drain Connections into Storm Sewers Update
2. Project Status Report

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

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE PLEASE CALL 653-4050 BEFORE 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 23, 2013
5:30 P.M.

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Patrick Juliana
G. John Ruffolo

The regular meeting of the Public Works Committee was held on Wednesday, January 23, 2013 in Room 202 of the Municipal Building. The following members were present: Chairman Eric Haugaard, Vice Chairman Jan Michalski, Aldermen Steve Bostrom, and Scott N. Gordon. Alderman G. John Ruffolo arrived during discussion of item B-1. Alderman Patrick Juliana was excused. The meeting was called to order at 5:35 PM. Staff member in attendance was Mike Lemens.

- A-1 Approval of minutes of regular meeting held on January 7, 2013.
*It was moved by Alderman Michalski, seconded by Alderman Gordon to approve.
Motion passed 4-0.*
- B-1 Acceptance of Performance Contract with Johnson Controls, Inc. (Arlington Heights, IL) for LED Street Lights. *(deferred from the November 19, 2012 December 3, 2012, December 17, 2012 and January 7, 2013 meetings)*
*It was moved by Alderman Gordon, seconded by Alderman Michalski to approve.
Motion passed 5-0.*
- C-1 Approval of Request from Drum Strong for use of Celebration Place on Saturday, May 18, 2013 for a fundraiser. **(District 2)**
A public hearing was held. Chris Schwartz, 402 65th Street, 2nd District Alderman, spoke. It was moved by Alderman Michalski, seconded by Alderman Ruffolo to approve. Motion passed 5-0.
- C-2 Request from Boathouse Pub & Eatery (4917 7th Avenue) for new sign installation that encroaches the public right-of-way. **(District 2)**
A public hearing was held. Chris Schwartz, 402 65th Street, 2nd District Alderman, spoke. It was moved by Alderman Ruffolo, seconded by Alderman Bostrom to approve subject to insurance certificate requirements. Motion passed 5-0.
- C-3 Resolution to levy special assessments for hazardous walk and/or driveway approach repair only for Project 12-1012 Resurfacing Phase I (32nd Avenue - 55th Street to 52nd Street, 33rd Avenue - 55th Street to 52nd Street, 27th Avenue - 35th Street to 33rd Street, 60th Avenue - 82nd Street to 80th Street) in the total amount of \$25,832.76, to be levied against the respective parcels of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha. **(Districts 6, 11 & 14)** *(also referred to Finance Committee)*
*It was moved by Alderman Ruffolo, seconded by Alderman Michalski to approve.
Motion passed 5-0.*

- C-4 Resolution to levy special assessments for hazardous walk and/or driveway approach repair only for Project 12-1015 Lincoln Road Resurfacing (Lincoln Road - 22nd Avenue to 80th Street) in the total amount of \$22,643.00 to be levied against the respective parcels of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha. **(District 13)** *(also referred to Finance Committee)*
It was moved by Alderman Ruffolo, seconded by Alderman Gordon to approve items C-4 through C-6. Motion passed 5-0.
- C-5 Resolution to levy special assessments for hazardous walk and/or driveway approach repair only for Project 12-1024 60th Street Resurfacing (60th Street - 22nd Avenue to 8th Avenue) in the total amount of \$25,041.00, to be levied against the respective parcels of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha. (Districts 2 & 3) *(also referred to Finance Committee)*
- C-6 Resolution to levy special assessments for hazardous walk and/or driveway approach repair only for Project 11-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) in the total amount of \$62,277.31, to be levied against the respective parcels of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha. **(All Districts)** *(also referred to Finance Committee)*
- C-7 Resolution – To Direct that all Alderpersons be given a key to the Municipal Office Building.
A public hearing was held, no one spoke. After some Aldermanic discussion, it was moved by Alderman Ruffolo, seconded by Alderman Bostrom to open the public hearing back up. Motion passed 5-0. Kevin Mathewson, 6624 21st Avenue, 8th District Alderman, sponsor of the resolution spoke. It was moved by Alderman Bostrom, seconded by Alderman Ruffolo to send to Council with no recommendation. Motion passed 4-1 with Alderman Gordon voting no.

INFORMATIONAL: Project Status Report

ALDERMAN COMMENTS: Alderman Ruffolo asked about the turn signals not working at 18th Street and 30th Avenue Intersection.

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 6:30 pm.*



Engineering Division
Shelly Billingsley P.E.
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

C-1

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

January 24, 2013

TO: Chairman Michael Orth, Board of Park Commissioners
Chairman Eric Haugaard, Public Works Committee

FROM: Jeff Warnock, Park Superintendent JW

RE: Wisconsin Marathon

Request Wisconsin Marathon, LLC has requested to use Celebration Place & Surrounding City Streets for their event to be held on Saturday, May 4, 2013. They are looking for permission to hold the marathon in Celebration Place and surrounding streets, to use park equipment and to sell fermented Malt Beverages.

History: The event has been invoiced for all charges in the past.

Costs: 2010 = \$1,358.40
2011 = \$1,335.00
2012 = \$1,357.00
2013 = \$1,400.00 – depending upon request of equipment TBD

Recommendation: To approve the request and the organization to be invoiced for charges.

SPECIAL EVENT APPLICATION
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks .

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization JET Events Management

Contact Person who is responsible for event: Jonathan Carh

Address: 7842 Lincoln Ave, Suite 100,

City/State/Zip Skokie, IL 60077

Daytime # 847-675-0200 x210 Evening # _____ Cell# 847-767-4276

Fax # 847-675-2903 E-mail: jcarh@jetchicagoathlete.com

Is the Host Organization a 501(c)-3? Yes, provide ES# _____

EVENT INFORMATION

Name of the Event: Wisconsin Marathon

Date Requested: May 4, 2013 Rain Date _____

Location Requested: Celebration Park + City Street Estimated Attendance 8,000 +

Charitable Event: No _____ Yes, Proceeds donated to _____

Brief Description of the Event: Half race and after party

Set up date and time: May 3 + 4, all day

Time of Event: Race starts at 7am

Take down date and time: May 4, 1:30-4

FOR OFFICE USE ONLY:

Application Packet Received 11/7/2013 Admin. Or Commission Approval _____

Copies sent to: Alderperson Schwartz Dirk _____ Police _____

Fire: _____ PW Admin _____ PW-Streets: _____ Kris _____

EQUIPMENT RENTAL REQUEST CITY OF KENOSHA – PUBLIC WORKS/PARKS

To assist you with your special event, the Public Works Department/Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

No
yes/no Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.

No
yes/no Water: Varies by location

PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year"

of Benches 0 # of Picnic Tables 50 # of extra trash containers 50

of Barricades 15 Any Bleachers X Any Reviewing Stands 0

Showmobile New Yes Old _____

Fencing: Snow Fencing # of feet 400 Portable fencing - # of feet/sections _____

Other Special Requests: Actual numbers TBD. These are approx

STREET CLOSURES: Contact Public Works at 653-4050 for any partial or full street closure

of Barricades 15 A map must be attached with the placement locations

of Parking Signs 200 Organization responsibility:

Approval must be received from the Public Works Department
The department will provide the organization with a sample of the sign that is to be posted.
It is the responsibility of the organization to have these signs printed in the form and color required
Organization is responsible to supply the stakes to attach the signs in the location approved.
Further information is in Item #14 of the procedures.

NOTE: The organization will be notified if equipment requested is available for the date of your event.

See Attached Fees Schedule

**TEMPORARY STRUCTURE
CITY OF KENOSHA - PARK DIVISION**

Please review Item #8 in the Policy/Procedure Manual

Name of Event Wisconsin Marathon
Park Requested Celebration Park Date of Event: May 4, 2013

**Structure location must be placed on site map.

Type of Temporary Structure

7 Tent

1 Staging

1 Trailers

0 Inflatables

0 Dunk Tank

 Other, Please explain _____

Vendor Information

(Name of Company and/or individual providing temporary structure)

Name of Company/Individual: TBD

Work # _____ Home # _____ Cell _____

Insurance

All vendors that are supplying the organization with a temporary structure must supply a Certificate of Insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured'; unless all vendors are being insured as an umbrella under the organizer's. Copy to be attached or sent to the Park Division 30 days prior to the event.

Insurance Company _____

Signature

Vendor Signature _____ Date _____

**PUBLIC AMPLIFICATION PERMIT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

Event Information:

Name of Event Wisconsin Marathon

Location of Event: Celebration Park Date of Event May 7, 2013

Contact Person Jonathan Cash

Type of Amplified Sound

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) Live band

Requested time of amplification: Start: 6:30 am Ending 2:00 pm

Name of Company and/or Individual handling the amplification of the event:

TBD

Daytime # _____ Evening # _____ Cell # _____

Aldersperson notification

Have you contacted the Aldersperson of the District in which the event will be held?

_____ Yes No Date: _____

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at www.kenosha.org and click on General Ordinances and review Section 23.

**FERMENTED MALT BEVERAGE SALES APPLICATION
CITY OF KENOSHA – PARK DIVISION**

Name of Event: Wisconsin Marathon

Location of Event Celebration Park Date of Event May 4, 2013

Name of Group Responsible Kiwanis Club of Western Kenosha

Person that is Responsible for License and Regulations _____

Address _____

Daytime # _____ Evening # _____ Cell # _____

Beer Selling Permit Information

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).

Security Company/ Brief description of how security will be handled.

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

No Yes, Indicate Application Date: _____

***A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?

No Yes, Indicate Application Date: _____

***A copy needs to be given to given to Park Division prior to event.**



Application/Permit

Open Burning

Fireworks

Date of Event: May 4, 2013

Event Location: Celebration Park

PARKS - Application G

City of Kenosha Fire Department
Fire Prevention Bureau
625 52nd Street
Kenosha WI 53140
262.653.4110

Name of Occupancy - Event Location:

Wisconsin Marathon - Celebration Park

Property Owner:

Owner Mailing Address: _____

City/State/Zip: _____

Phone #: _____

Applicant/Contact Information:

Name of Applicant: Jonathan Cain

Mailing Address: 7842 Lincoln Ave, Suite 100

City/State/Zip: Skokie, IL 60077

Phone #: 847-675-0200 x210

E-mail: jcain@mychicagoathlete.com

PERMIT FEES - OPEN BURNING

Open Burning: Bonfire for Non-Profit Civic Organizations	\$150 for 3 Hours; \$50 per Additional Hour Needed	
Open Burning: Single Ceremony	\$10	
Open Burning: Civic Event Sponsored By the City of Kenosha	NO FEE	

PERMIT FEES - FIREWORKS

Fireworks Display Inspection and Permit	\$100	
Fireworks Sale Inspection and Permit	\$50	
Plan Resubmittal Fee	\$125	
Alteration to Plans	\$50	

Total Permit Fee: 0

Event Description:

Date Received: 1/1 KFD Permit #: _____
KFD Signature: _____

Applicant Signature: [Signature]

C-2



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 31, 2013

To: Eric Haugaard, Chairman
Public Works Committee

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

Subject: ***Status Report on GPS Tracking System for Snow Plow Operations***

BACKGROUND/ANALYSIS

In 2011 the City of Kenosha Department of Public Works implemented a GPS vehicle tracking system called *Freeance* that was developed by TDC Group. City staff has experienced a number of issues with the software and devices that has affected the performance of the system. Several members of the Public Works Committee and Common Council have requested a status report on the *Freeance* system. The Director of Public Works has invited the President of TDC Group to appear before the Public Works Committee to deliver that report, and he has agreed to travel to Kenosha to appear at the meeting.

RECOMMENDATION

A verbal report will be presented and the Committee may choose to receive and file that report.

MML

**CONTRACT TO RAZE BUILDINGS, PARKING LOTS AND RESTORE PARCELS
Former CYC Campus:**

**1715 52nd Street (Martin Building), Tax Key No. 12-223-31-326-022
1710 53rd Street (Johnson Building), Tax Key No. 12-223-31-326-024
1822 53rd Street, Tax Key No. 12-223-31-326-020
1801 52nd Street, Tax Key No. 12-223-31-326-021**

By And Between

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

**Azarian Wrecking, LLC.,
A Wisconsin Limited Liability Company**

THIS AGREEMENT, Made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **AZARIAN WRECKING, LLC**, a Wisconsin Limited Liability Company, with its principal place of business located at 726 Water Street, Racine, Wisconsin 53403, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to raze two (2) buildings and to restore the lots and raze and restore two (2) parking lots according to the Specifications and Special Conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

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

1. DEFINITIONS.

- a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**CITY ADMINISTRATOR**" shall mean the City of Kenosha City Administrator and includes designees.
- c. "**CONTRACT**". The following documents comprise the complete Contract: Request for Proposals, Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Special Conditions, Performance Bond, Certificates of Insurance, Permit to Raze, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Finance and are incorporated into this Contract by reference.

d. "CONTRACTOR" shall mean the party who proposed to do Work herein described whose Proposal was accepted by CITY Director of Finance. The term shall include approved subcontractors.

e. "WORK" means any contractual endeavor undertaken by CONTRACTOR, by itself and through approved subcontractors, to accomplish asbestos remediation, the razing of specified building(s), including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the remediation, razing and restoration.

f. "OVERPAYMENT" means any money CONTRACTOR received which CONTRACTOR was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by CITY.

2.

WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.

CONTRACTOR, for the sum of Two Hundred Sixteen Thousand Eight Hundred Sixty-Eight Dollars and zero Cents (\$216,868.00), will perform and complete, or will cause to be performed and completed, all Work defined in this Contract, in a good and workmanlike manner, in accordance with and subject to the provisions of this Contract. Work shall consist of razing building(s), parking lot(s) and lot restoration on the following parcels:

- a. **1715 52nd Street (Martin Building), Kenosha, Wisconsin 53140.**
Tax Parcel No. 12-223-31-326-022

Description: A two-story masonry building consisting of approximately 25,000 square feet together with a full basement.

- b. **1710 53rd Street (Johnson Building), Kenosha, Wisconsin 53140**
Tax Parcel No. 12-223-31-326-024

Description: A two-story masonry building of approximately 26,000 square feet.

- c. **1822 53rd Street, Kenosha, Wisconsin, 53140**
Tax Parcel No. 12-223-31-326-020

Description: An asphalt parking lot consisting of approximately 11,532 square feet.

- d. **1801 52nd Street, Kenosha, Wisconsin 53140**
Tax Parcel No. 12-223-31-326-021

Description: An asphalt parking lot consisting of approximately 19,406 square feet.

Work shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this Contract and the Specifications and Special Conditions, the Specifications and Special Conditions, will control and supersede an inconsistent Contract provision.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.

CONTRACTOR will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall obtain required permits and commence demolition within fifteen (15) days of full execution of this contract. Demolition work is to be completed within sixty (60) days of the start of the demolition. All other work to be completed no later than June 1, 2013.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

Where the progress of the Work was delayed such that the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay, **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the City Administrator, in writing, prior to the time for Contract completion. Should City Administrator grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should City Administrator determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, City Administrator shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent City Administrator from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting Work, until completion and acceptance.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the non-breaching party shall thereupon have the right to terminate the Agreement by giving a ten (10) day written notice to the breaching party of such breach. The notice shall also specify the date of the termination in the event the breaching party fails to remedy the breach to the satisfaction of the non-breaching party.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of City Administrator, except as necessary to cure the default, but in no case shall **CONTRACTOR** perform any Work or remediation beyond the ten (10) day period to cure without the written permission of the City Administrator.

6. **PERFORMANCE AND PAYMENT BOND/ASSURANCE.** CONTRACTOR shall prior to approval of the Contract by Common Council obtain a Performance and Payment Bond or other assurance required by CITY, in a form approved by the CITY, in the sum of the accepted Proposal. CONTRACTOR understands that CITY may file a claim against this bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by CONTRACTOR.
7. **CITY ADMINISTRATOR DECISION FINAL.** Should any dispute arise at any time between CONTRACTOR and CITY as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of City Administrator shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the City Administrator be challenged in Court, the Court may only set aside a decision of the City Administrator if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.
8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** CONTRACTOR shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. CONTRACTOR is responsible for furnishing all labor, equipment, material and supplies required to perform Work.
9. **SUSPENSION OF WORK BY CITY.** City Administrator shall have authority to suspend Work where he/she believes that CONTRACTOR is not performing Work in accordance with this Contract. CONTRACTOR shall have no right to either additional compensation for delay or an extension of time to complete Work where Work is suspended by City Administrator for good cause.
10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although CONTRACTOR shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of CONTRACTOR shall be proportionately reduced to reflect the decrease in the scope of Work.
11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** CONTRACTOR does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in CITY Request for Proposals. Increases in the scope of Work shall result in a determination of CONTRACTOR'S additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders shall be approved by the CITY, and by CONTRACTOR, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in CITY Department of Finance, and incorporated into this Contract by reference. Should CONTRACTOR refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided City Administrator attaches thereto a written report so indicating.

12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this Contract shall be submitted, in written form, to the City Administrator within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves work which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide City Administrator with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify City Administrator of any facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.
13. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
14. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major material suppliers and dumping or disposal sites, which are listed in this Contract. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be requested in writing and approved by **CITY**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.
- CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract.
15. **CONTROL AND PROTECTION OF WORK SITE.** **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed. **CONTRACTOR** shall keep the site secure and inaccessible to the public.
- CONTRACTOR** acknowledges being advised of the existence of an easement for ingress and egress over a portion of the work site and agrees that during the course of the work, said easement will remain open and available for said purpose. The use of the easement is prohibited without the authorization of the **CITY**.
16. **SALVAGE RIGHTS.** **CONTRACTOR** shall have all salvage rights by virtue of this contract with the exception of the doorway arches and the other ornamental elements of the north side building facade at the Martin Building, 1715 52nd Street. The arches and ornamental elements shall be meticulously removed and delivered to the Department of Public Works, Street Division Facility, located at 6415 35th Avenue, Kenosha.

17. **WARRANTY.** CONTRACTOR will replace any Work which is defective or not in conformity with this Contract at no cost to CITY for a period of one (1) year after final acceptance of Work by CITY.
18. **CITY COOPERATION.** CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of Work. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of Work.
19. **GOVERNMENTAL PERMITS AND APPROVALS.** CONTRACTOR is fully responsible, at CONTRACTOR'S cost and expense, to procure such permits and approvals as may be required from any governmental body, including the CITY, as a precondition to the performance of Work, including, but not limited to, Razing Permit and permits to temporarily obstruct streets, and a demolition permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.
20. **LAW, RULES AND REGULATIONS.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
21. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although CONTRACTOR performs Work as an independent contractor, City Administrator shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with Work. CONTRACTOR will comply with any reasonable request.
22. **CONTRACTOR,** at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom City Administrator may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to City Administrator, in writing, upon commencement of Work.
23. **WATER USE.** CONTRACTOR has the obligation of arranging with the Kenosha Water Utility for the use of water and and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.
- CONTRACTOR,** where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. A deposit and fee will be required to be paid by CONTRACTOR.
24. **SANITATION AND HEALTH.** CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. CONTRACTOR shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee public health, safety or welfare.

25. **INSPECTION.** CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is in conformance with the Contract. However, only City Administrator can reject Work. The use of inspectors by CITY shall not relieve CONTRACTOR of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a CITY inspector to notice or reject improper or defective work shall not waive any rights of City Administrator to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by CITY shall not relieve CONTRACTOR of its duty to maintain a safe workplace.
26. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the Work, Work site and prevailing year-round weather conditions which affect Work and the Work site.
27. **UTILITIES.** CONTRACTOR has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at CONTRACTOR'S cost and expense.
28. **CLEANUP.** CONTRACTOR shall at all times keep the site and off-site areas related to Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of Work.
- Within ten (10) days after the completion of Work, CONTRACTOR shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off site areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should CONTRACTOR neglect any such duty, City Administrator may cause any such Work to be performed at CONTRACTOR'S cost and expense.
29. **FOUNDATIONS AND EXCAVATIONS.** CONTRACTOR assumes all risks, costs and expenses associated with foundations and excavations, whether actual or, where in CITY's opinion, there exists the potential of (1) collapse, (2) damage to abutting public or private property and (3) problems associated with subsurface or surface waters, ice or snow. An inspection by CITY shall be performed prior to backfilling. CONTRACTOR shall coordinate with the Department of Public Works in performing said inspection. Should said inspection, in CITY's opinion, indicate any potential of 1) collapse, (2) damage to abutting public or private property and (3) problems associated with subsurface or surface waters, ice or snow, CONTRACTOR shall undertake any action requested by the CITY to address said concern(s).
30. **PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, SUBCONTRACTORS AND SUPPLIERS.** CONTRACTOR shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and CONTRACTOR shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. CONTRACTOR, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with CITY Director of Finance. CONTRACTOR, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the

State Department of Workforce Development whenever demolition costs for a building exceed Ten Thousand (\$10,000.00) Dollars. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. **CONTRACTOR** shall submit an affidavit with the final request for payment stating it has complied with all the prevailing wage conditions.

31. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform Work within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of Five Hundred (\$500.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision.

This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

32. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to relet all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by City Administrator. However, none of the above shall relieve **CONTRACTOR** of its obligations under this Contract.

33. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from City Administrator, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

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

35. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by CITY upon completion of Work and submission of invoice to CITY Director of Finance, within fifteen (15) days after City Administrator executed a document accepting Work as being performed in accordance with this Contract, subject to the following.
- Payment will not be made for so long as any order relative to seeking compliance with the Contract made to **CONTRACTOR** by City Administrator is not complied with. Payment ~~will be reduced by the amount of any claim which CITY may have against~~ **CONTRACTOR** for improper, defective or rejected work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** for which CITY could be secondarily liable, which secondary liability was not assumed by CITY under this Contract.
 - Work shall not be accepted by City Administrator until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the CITY'S Community Development and Inspections Department.
36. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the CITY for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
37. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of City Administrator and CITY is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the City Administrator as of the date thereof, and CITY will not be obligated to pay to **CONTRACTOR** any money for any work performed by an unauthorized party. However, if this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by City Administrator or until another contractor takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the CITY may incur in enforcing this provision.
38. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** **CONTRACTOR** agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless CITY and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of (1) any action taken or not taken by CITY or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or (2) the willful or negligent act or omission of **CONTRACTOR**, its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.

39.

INSURANCE. CONTRACTOR and subcontractors shall procure and maintain, during the Term of this Contract, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized and licensed to do business in the State of Wisconsin. The insurance policy or policies shall name the **CITY** as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. **CONTRACTOR**, prior to executing this Agreement, shall furnish to the Department of Finance: (1) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including the naming of **CITY** as "additional insured", and (2) proof of payment of premium. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Contract null and void as of the date no valid insurance policy was in effect. Throughout the duration of this Contract certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request. Should **CONTRACTOR** or any other subcontractors fail to furnish, deliver and maintain such insurance coverage as provided herein, **CITY** may terminate this Contract pursuant to Section 5. The failure of **CONTRACTOR** or any subcontractors to take out and/or maintain the required insurance shall not relieve **CONTRACTOR** from any liability under this Agreement.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Agreement in not less than the following amounts:

a) Commercial General Liability

i. Bodily Injury:

\$1,000,000.00, Per Occurrence

\$2,000,000.00, Aggregate

ii. Property Damage

\$500,000.00, Per Occurrence

-or-

\$2,000,000.00, Combined single-limit

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

Combined Single Limit:

\$1,000,000.00

c) Excess Umbrella Liability:

Minimum limit of \$3,000,000.00. Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial General Liability Policy.

d) Pollution Legal Liability:

Minimum liability of \$2,000,000.00

e) Worker's Compensation: Statutory Limits:

i. Employer's Liability

\$100,000.00 Each Accident

\$100,000.00 Disease, Each Employee

\$500,000.00 Disease, Policy Limit

40. **COOPERATION.** CONTRACTOR shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for Work. Further, although CONTRACTOR has possession of Work site, it shall permit CITY employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to Work site at all times.
41. **SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.
42. **NONDISCRIMINATION.** In the performance of Work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.
43. **NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the parties.
44. **FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that CITY Director of Finance must approve any amendment of this Contract.
45. **NOTICES.** Notices required by or relevant to this Contract shall be furnished by CONTRACTOR to CITY by personal service or by certified mail with return receipt, sent or delivered to the City Administrator with copies to the Director of Finance and City Attorney, 625 52nd Street, Kenosha, Wisconsin 53140.

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

Sam Azarian,
Owner/Member,
Azarian Wrecking, LLC
726 Water Street,
Racine, WI. 53403

Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates 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 municipal corporation, by its authority.

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

Azarian Wrecking, LLC:
A Wisconsin Limited Liability Company,

BY: _____
Sam Azarian, Owner/Member

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, Sam Azarian, Owner/Member of The Azarian Companies, a Wisconsin Limited Liability Company d/b/a Azarian Wrecking LLC, to me known to be such Owner/Member of said Limited Liability Company, and acknowledged to me that the executed foregoing instrument as such Owner/Member as the contract of said corporation, by its authority.

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

ORDINANCE NO. ____

Recommendations from PSW and Parks meetings on 1/28/13

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

TO CREATE 14.021 OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING THE PROHIBITION OF FEEDING GEESE, DUCKS, OR SEAGULLS ON PUBLIC PROPERTY

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

Section One: Section 14.021 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created.

14.021 Feeding Geese, Ducks, or Seagulls Upon Public Property Prohibited.

No person may feed, provide or give any food or other edible item to any goose, duck, or seagull, or any flock of geese, ducks, or seagulls upon any public property or park in the City limits.

Section Two: Section 14.08 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

14.08 Penalties.

~~1.~~ **A.** Any person violating §14.01 A., shall forfeit Thirty (\$30.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~2.~~ **B.** Any person violating §14.01 C. shall forfeit not less than Fifty (\$50.00) Dollars nor more than Two Hundred (\$200.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~3.~~ **C.** Any person convicted of violating §14.01 D. 1. or §14.01 D. 3. shall forfeit not more than Two Hundred (\$200) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~4.~~ **D.** Any person violating §14.02 shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~5.~~ **E.** Any person violating §14.03 shall forfeit Fifty (\$50.00) Dollars, together with the

costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

6.F Any person violating §14.04 or §14.05 shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

7.G Any person violating §14.055 shall forfeit not less than One Hundred (\$100.00) Dollars nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

8.H Any person violating §14.07 B. shall forfeit Fifty (\$50.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

2. Any person violating §§14.07 F. 1., 14.07 F. 5., 14.07 F. 8. or 14.07 F.10., shall forfeit not less than Two Hundred (\$200.00) Dollars, nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

9.I 1. Any person violating §14.013 or 14.014 of this Chapter or any other provision of Chapter 14 for which there is no separately listed penalty, shall, upon conviction thereof, forfeit not more than One Hundred (\$100) Dollars, plus the costs of prosecution, and in default of such payment of forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

2. Any person violating §14.013 D. of this Chapter shall, upon conviction thereof, forfeit not less than Three Hundred Fifty (\$350.00) Dollars and not more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

~~10. Any person who violates any provision of §14.075 of this Chapter shall, upon conviction forfeit not more than Five Hundred (\$500) Dollars plus the cost of prosecution and, in default of the timely payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.~~

~~11. Any person who violates §14.06 A. shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, plus the costs of prosecution; and, in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.~~

~~12. Any person who violates Section 14.076 of this Chapter or Section 95.21, Chapter 173, Chapter 174, or Chapter 951, Wisconsin Statutes, shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, together with the costs of prosecution, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty~~

~~(30) days.~~

J. Any person who violates §§ 14.06 A., 14.075 or 14.076 of this Chapter or Section 95.21, Chapter 173, Chapter 174, or Chapter 951, Wisconsin Statutes, shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, together with the costs of prosecution, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

K. For a first violation of any provision of §14.021 of this Chapter, a written warning will be issued. For the second and all subsequent violations of any provision of §14.021 of this Chapter, a person shall be subject to a forfeiture of not less than ~~ten dollars (\$10.00)~~ **Five Dollars (\$5.00)** nor more than ~~twenty-five dollars (\$25.00)~~ **Fifteen Dollars (\$15.00)**, together with costs of prosecution, assessments, fees, and surcharges for each offense, and upon default in payment, shall be imprisoned in the Kenosha County Jail for not more than 20 days, or otherwise treated by the court as provided by law.

L. Except as otherwise provided, anyone violating any of the provisions of this Chapter, upon conviction thereof, shall be subject to a forfeiture not to exceed One Thousand (\$1,000.00) Dollars, together with the payment of the costs of prosecution, assessments, fees, and surcharges, and in default of the timely payment thereof, shall either be committed to the County Jail for a period not to exceed ninety (90) days, or the Court may suspend the Defendant's motor vehicle operating privileges until the forfeiture, assessment, surcharges and costs are paid, except that the suspension period may not exceed five (5) years

M. In addition to the imposition of a forfeiture, the City may seek injunctive relief.

N. Each incident and each day's continuance shall constitute a separate offense.

Section Three:

This Ordinance shall become effective upon passage

and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

C-5



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 31, 2013

To: Eric Haugaard, Chairman
Public Works Committee

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

Cc: Keith Rosenberg
District 9

Subject: ***Resolution to Authorize the Submittal of an Award Application for the Former C&L Industrial Cleaners property for WAM Contractor Services***

BACKGROUND/ANALYSIS

The Former C&L Industrial Cleaners property located at 8927 Sheridan Road has a completed site investigation and remedial action plan for the site. The attached resolution will allow the City to obtain WPRI Funds to conduct the DNR suggested additional site activities.

RECOMMENDATION

Approve the request to authorize the Submittal of an Award Application for the Former C&L Industrial Cleaners Property for WAM Contractor Services and recommend to the Common Council that the Director of Public Works be authorized to execute the necessary documents.

RESOLUTION NO. _____

BY: THE MAYOR

**RESOLUTION TO AUTHORIZE THE SUBMITTAL OF AN AWARD APPLICATION
FOR THE FORMER C&L INDUSTRIAL CLEANERS PROPERTY FOR WAM
CONTRACTOR SERVICES**

WHEREAS, the City of Kenosha, Wisconsin, recognizes that the environmental assessment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, the City of Kenosha will allow employees from the Department of Natural Resources access to inspect the award site or facility and award records; and,

WHEREAS, the City of Kenosha, through the Director of Public Works, will submit a final report to the Department which will accompany the final payment request.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, requests services and assistance available from the Wisconsin Department of Natural Resources under the WAM Contractor Services Award program and will comply with State rules for the program; and,

BE IT FURTHER RESOLVED, that the Common Council of the City of Kenosha, Wisconsin, authorizes Michael M. Lemens, Director of Public Works, to act on the behalf of the City of Kenosha to submit an application to the State of Wisconsin for contractor services under the WAM program, sign documents, and take necessary action to comply with approved award activities.

Adopted this 4th day of February, 2013.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, City Clerk - Treasurer

C-6

Document No.	RESOLUTION NO. _____
<p>BY: COMMITTEE ON PUBLIC WORKS</p> <p>[UTILITY EASEMENT]</p> <p>TO VACATE A PORTION OF AN ALLEY LOCATED BETWEEN 21ST AND 22ND AVENUES FROM 65TH TO 67TH STREET District #8. [Sorenson/Mathewson]</p>	

Recording Area

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

Parcel Identification Number (PIN)

- 05-123-06-257-001, 05-123-06-257-002, 05-123-06-257-003
- 05-123-06-257-004, 05-123-06-257-005, 05-123-06-257-006
- 05-123-06-257-007, 05-123-06-257-008, 05-123-06-257-009
- 05-123-06-257-010, 05-123-06-257-011, 05-123-06-257-012
- 05-123-06-257-013, 05-123-06-257-017, 05-123-06-257-018
- 05-123-06-257-019, 05-123-06-257-020, 05-123-06-257-021
- 05-123-06-257-022, 05-123-06-257-023, 05-123-06-257-024
- 05-123-06-257-025, 05-123-06-257-026, 05-123-06-257-027
- 05-123-06-257-028, 05-123-06-257-029, 05-123-06-257-030
- 05-123-06-257-031

WHEREAS, the public interest requires the vacation of an alley located between 21st and 22nd Avenues, from 65th to 67th Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, an alley, described in Exhibit "A" and legally described as follows:

Part of that certain ten (10) feet in width public alley which lies between 22nd and 21st Avenues, and between 67th and 65th Streets, in Quinton's Subdivision of Block 23 and part of Block 24 of Bond's Subdivision, subdivisions of record in the Northwest Quarter of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, said part of alley to be vacated being further described and bounded as follows:

Bounded on the North by the south line of said 65th Street; bounded on the East by the west line of Lots 14 through 3 and the north 13.6 feet of lot 2 in said subdivision; bounded by the South by a line being 100 feet northerly and parallel to the north line of 67th Street; bounded on the West by the East line of the north 13.3 feet of Lot 27 and Lots 26 through 15.

be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

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

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

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

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

BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopted this ____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 24, 2013	Item 1
Petition to vacate a portion of an alley located between 21st and 22nd Avenue from 65th to 67th Street. (Sorenson/Mathewson) (District #8) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Alley between 21st and 22nd Avenue, from 65th to 67th Street
 Neighborhood: RG-1 General Residential

NOTIFICATIONS/PROCEDURES:

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

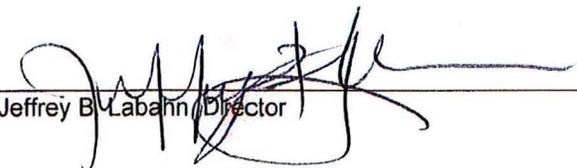
ANALYSIS:

- A Petition has been filed by the abutting property owners to vacate a portion of this alley. The existing alley right-of-way is unimproved.
- There are no garages that access the alley portion petitioned for vacation. The southernmost one hundred (100') feet of the alley is proposed to remain open to provide access to a parking pad at 6630 21st Avenue.
- The existing alley right-of-way is ten (10') feet wide. Abutting property owners will each receive five (5') feet of the alley if it is vacated.
- City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

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


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

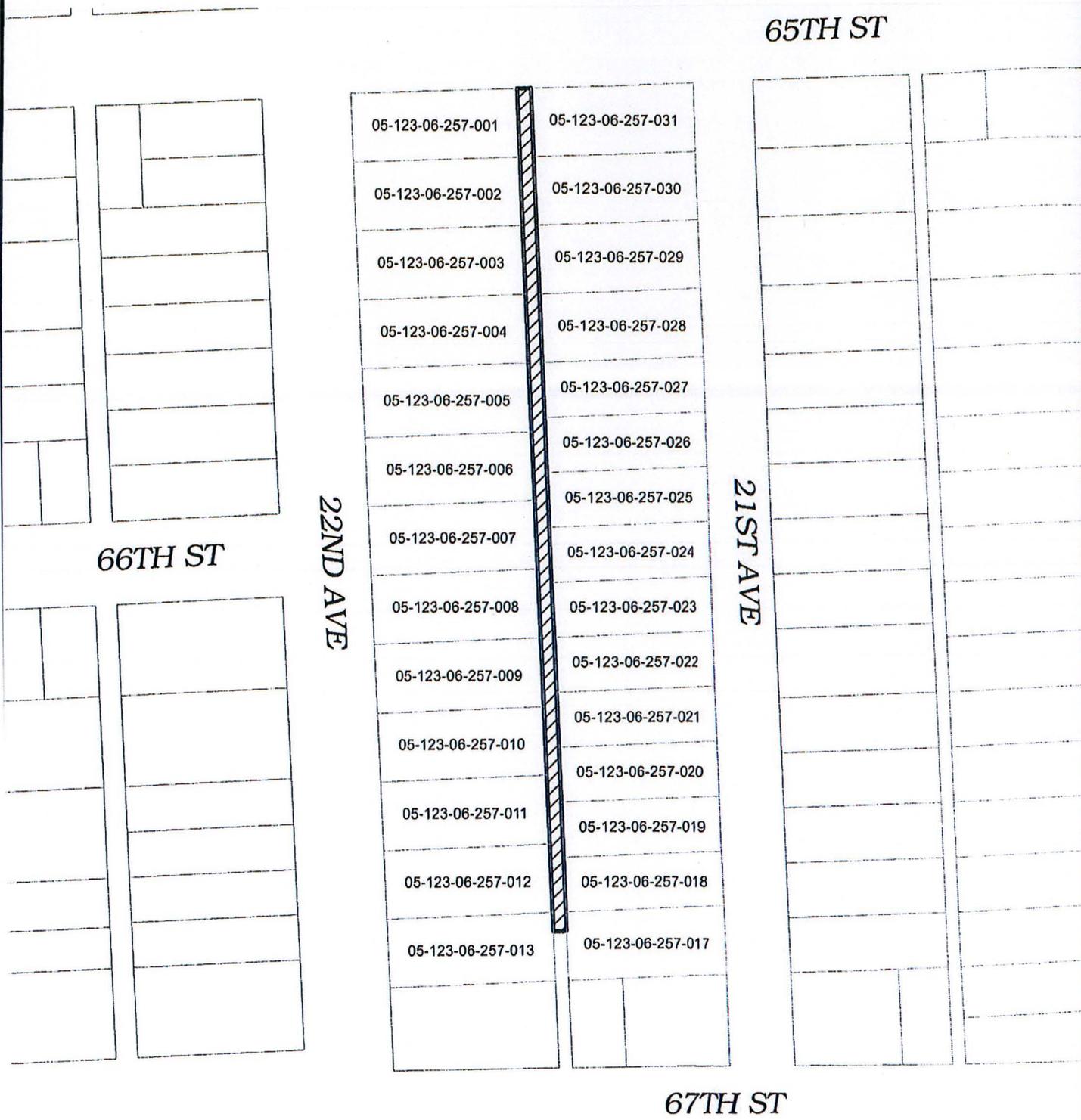
City of Kenosha

District Map
Vacation

Supplement No. VI-13

Ordinance No. _____

Sorensen / Matthewson petition



Partial alley requested to be vacated



0 25 50 75 100 Feet

DAVE

CONSENT PETITION TO VACATE AN ALLEY or STREET

TO: Mayor
Members of the Common Council

We, the undersigned adjoining property owners, do hereby consent and concur in the request to have a portion of the alley / street vacated as set forth on the attached map.

DATE	OWNER	ADDRESS	WILL YOU BUILDIN THE VACATED RIGHT OF WAY? *
5/10/12	Michael Bench (deceased) Dawn Bench	6621 22nd Ave	No
5/10/12	Kevin Mathewson K. Math	6624 21st Ave	No
5/13/12	Kelly Grubbs	6516 21st Ave	NO
5/13/12	Charles Stegman	6524-21st Ave	No
5/15/12	Carin Jensen	6626 - 21st Ave	No
5/15/12	Joyce Lee Kenneth L. Bergquist	6615A 22nd Ave	No
6-2-12	Rod Jolley	6632 - 21st Ave	No
7-3-12	Wayne G. Berkey	6606 21st Ave	No
6-11-12	John Spanglin	6618 - 21	No
6/11/12	[scribble]	[scribble]	[scribble]
7-17-12	Linda Schwanitz	6520-21 Ave	NO
7/23/12	Rollin Jensen	6527 21st Ave	NO
11/20/12	oil shut	6801 22nd AVE	NO
11/20/12	oil shut	6605 22nd AVE	NO
12/6/12	[scribble]	6602 21st Ave	Maybe

* If you answered yes, please provide information as to the type of construction to occur and the location.

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



·Building Inspections
 ·Property Maintenance
 262.653.4263
 262.653.4254 FAX
 Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

December 11, 2012

Michael Toyek
 AT & T
 411 7th Street
 Racine, WI 53403

Dear Mr. Toyek:

**RE: Proposed Alley Vacation (Sorenson/Mathewson)
 Located between 21st and 22nd Avenues from 65th Street to 67th Street**

A petition has been filed with the Common Council of the City of Kenosha, Wisconsin to vacate a portion of a certain public right-of-way as depicted on the enclosed map.

Please complete the section below with regard to any easement rights or planned future use of the public right-of-way and return this letter to me by Wednesday, December 26, 2012.

The property owner may construct within the vacated right-of-way.

- No objection to the proposed vacation, no easements are required.
- No objection, but easements are required as identified.
- We object to the vacation for the following reasons.

12/19/12
- AT&T Has Aerial Cable on WE Energies Poles + AT&T Poles

If you have any questions, please contact me at 653.4049 or via email at bwilke@kenosha.org.

Sincerely,

COMMUNITY DEVELOPMENT & INSPECTIONS

B. R. W.

Brian R. Wilke
 Development Coordinator

*DAVID A. BRUZAS
 ENGINEER AT&T
 262-636-0571*

BRW:kas
 Enclosure

LIS PENDENS
STATE OF WISCONSIN

Document Number

PLEASE TAKE NOTICE that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in the alley located from one hundred (100') feet north of 67th Street to 65th Street between 21st and 22nd Avenues, more particularly described as follows:

Part of that certain ten (10) feet in width public alley which lies between 22nd and 21st Avenues, and between 67th and 65th Streets, in Quinton's Subdivision of Block 23 and part of Block 24 of Bond's Subdivision, subdivisions of record in the Northwest Quarter of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, said part of alley to be vacated being further described and bounded as follows:

Bounded on the North by the south line of said 65th Street; bounded on the East by the west line of Lots 14 through 3 and the north 13.6 feet of lot 2 in said subdivision; bounded by the South by a line being 100 feet northerly and parallel to the north line of 67th Street; bounded on the West by the East line of the north 13.3 feet of Lot 27 and Lots 26 through 15.

Recording Area

Name and Return Address:
Brian Wilke
Community Development & Inspections
625 52nd Street - Room 308
Kenosha, WI 53140

Parcel Identification Number (PIN)

- 05-123-06-257-001, 05-123-06-257-002, 05-123-06-257-003
- 05-123-06-257-004, 05-123-06-257-005, 05-123-06-257-006
- 05-123-06-257-007, 05-123-06-257-008, 05-123-06-257-009
- 05-123-06-257-010, 05-123-06-257-011, 05-123-06-257-012
- 05-123-06-257-013, 05-123-06-257-017, 05-123-06-257-018
- 05-123-06-257-019, 05-123-06-257-020, 05-123-06-257-021
- 05-123-06-257-022, 05-123-06-257-023, 05-123-06-257-024
- 05-123-06-257-025, 05-123-06-257-026, 05-123-06-257-027
- 05-123-06-257-028, 05-123-06-257-029, 05-123-06-257-030
- 05-123-06-257-031.

Dated at Kenosha this 17 day of Jan, 2013

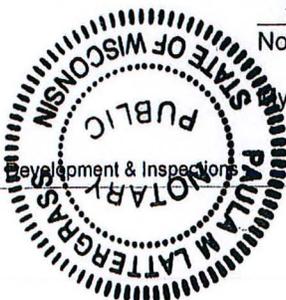
Rich Schroeder, Deputy Director, Community Development & Inspections

Personally came before me this 17th day of Jan, 2013, Rich Schroeder, Deputy Director of Community Development & Inspections, and acknowledged to me that he executed the foregoing instrument as such Deputy Director of Community Development & Inspections of the City of Kenosha by its authority.

Paula M. Lattergrass
Paula M. Lattergrass
Notary Public, Kenosha County, Wisconsin

My commission expires: 08/09/2015

Drafted By: Brian Wilke, Department of Community Development & Inspections



(6) **COMPREHENSIVE PLAN MAY TAKE EFFECT.** Notwithstanding sub. (4), a comprehensive plan, or an amendment of a comprehensive plan, may take effect even if a local governmental unit fails to provide the notice that is required under sub. (4) (c) or (f), unless the local governmental unit intentionally fails to provide the notice.

History: 1999 a. 9, 148; 1999 a. 150 s. 74; Stats. 1999 s. 66.1001; 1999 a. 185 s. 57; 1999 a. 186 s. 42; 2001 a. 30, 90; 2003 a. 33, 93, 233, 307, 327; 2005 a. 26, 208; 2007 a. 121; 2009 a. 372; 2011 a. 257.

A municipality has the authority under s. 236.45 (2) to impose a temporary town-wide prohibition on land division while developing a comprehensive plan under this section. *Wisconsin Realtors Association v. Town of West Point*, 2008 WI App 49, 309 Wis. 2d 199, 747 N.W.2d 681, 06-2761.

The use of the word "coordination" in various statutes dealing with municipal planning does not by itself authorize towns to invoke a power of "coordination" that would impose affirmative duties upon certain municipalities that are in addition to any other obligations that are imposed under those statutes. With respect to the development of and amendment of comprehensive plans, s. 66.1001 is to be followed by the local governmental units and political subdivisions identified in that section. OAG 3-10

66.1002 Development moratoria. (1) DEFINITIONS. In this section:

(a) "Comprehensive plan" has the meaning given in s. 66.1001 (1) (a).

(b) "Development moratorium" means a moratorium on rezoning or approving any subdivision or other division of land by plat or certified survey map that is authorized under ch. 236.

(d) "Municipality" means any city, village, or town.

(e) "Public health professional" means any of the following:

1. A physician, as defined under s. 48.375 (2) (g).

2. A registered professional nurse, as defined under s. 49.498 (1) (L).

(f) "Registered engineer" means an individual who satisfies the registration requirements for a professional engineer as specified in s. 443.04

(2) **MORATORIUM ALLOWED.** Subject to the limitations and requirements specified in this section, a municipality may enact a development moratorium ordinance if the municipality has enacted a comprehensive plan, is in the process of preparing its comprehensive plan, is in the process of preparing a significant amendment to its comprehensive plan in response to a substantial change in conditions in the municipality, or is exempt from the requirement as described in s. 66.1001 (3m), and if at least one of the following applies:

(a) The municipality's governing body adopts a resolution stating that a moratorium is needed to prevent a shortage in, or the overburdening of, public facilities located in the municipality and that such a shortage or overburdening would otherwise occur during the period in which the moratorium would be in effect, except that the governing body may not adopt such a resolution unless it obtains a written report from a registered engineer stating that in his or her opinion the possible shortage or overburdening of public facilities justifies the need for a moratorium.

(b) The municipality's governing body adopts a resolution stating that a moratorium is needed to address a significant threat to the public health or safety that is presented by a proposed or anticipated activity specified under sub. (4), except that the governing body may not adopt such a resolution unless it obtains a written report from a registered engineer or public health professional stating that in his or her opinion the proposed or anticipated activity specified under sub. (4) presents such a significant threat to the public health or safety that the need for a moratorium is justified.

(3) **ORDINANCE REQUIREMENTS.** (a) An ordinance enacted under this section shall contain at least all of the following elements:

1. A statement describing the problem giving rise to the need for the moratorium.

2. A statement of the specific action that the municipality intends to take to alleviate the need for the moratorium.

3. Subject to par. (b), the length of time during which the moratorium is to be in effect.

4. A statement describing how and why the governing body decided on the length of time described in subd. 3.

5. A description of the area in which the ordinance applies.

6. An exemption for any activity specified under sub. (4) that would have no impact, or slight impact, on the problem giving rise to the need for the moratorium.

(b) 1. A development moratorium ordinance may be in effect only for a length of time that is long enough for a municipality to address the problem giving rise to the need for the moratorium but, except as provided in subd. 2., the ordinance may not remain in effect for more than 12 months.

2. A municipality may amend the ordinance one time to extend the moratorium for not more than 6 months if the municipality's governing body determines that such an extension is necessary to address the problem giving rise to the need for the moratorium.

(c) A municipality may not enact a development moratorium ordinance unless it holds at least one public hearing at which the proposed ordinance is discussed. The public hearing must be preceded by a class 1 notice under ch. 985, the notice to be at least 30 days before the hearing. The municipality may also provide notice of the hearing by any other appropriate means. The class 1 notice shall contain at least all of the following:

1. The time, date, and place of the hearing.

2. A summary of the proposed development moratorium ordinance, including the location where the ordinance would apply, the length of time the ordinance would be in effect, and a statement describing the problem giving rise to the need for the moratorium.

3. The name and contact information of a municipal official who may be contacted to obtain additional information about the proposed ordinance.

4. Information relating to how, where, and when a copy of the proposed ordinance may be inspected or obtained before the hearing.

(4) **APPLICABILITY.** A development moratorium ordinance enacted under this section applies to any of the following that is submitted to the municipality on or after the effective date of the ordinance:

(a) A request for rezoning.

(c) A plat or certified survey map.

(d) A subdivision plat or other land division.

History: 2011 a. 144.

66.1003 Discontinuance of a public way. (1) In this section, "public way" means all or any part of a road, street, slip, pier, lane or paved alley.

(2) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of a public way upon the written petition of the owners of all the frontage of the lots and lands abutting upon the public way sought to be discontinued, and of the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued, or lies within so much of that 2,650 feet as is within the corporate limits of the city, village or town. The beginning and ending of an alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 82.21.

(3) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of an unpaved alley upon the written petition of the owners of more than 50% of the frontage of the lots and lands abutting upon the portion of the unpaved alley sought to be discontinued. The beginning and ending of an unpaved alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 82.21.

(4) (a) Notwithstanding subs. (2) and (3), proceedings covered by this section may be initiated by the common council or village or town board by the introduction of a resolution declaring that since the public interest requires it, a public way or an unpaved alley is vacated and discontinued. No discontinuance of a public way under this subsection may result in a landlocked parcel of property.

(b) A hearing on the passage of a resolution under par. (a) shall be set by the common council or village or town board on a date which shall not be less than 40 days after the date on which the resolution is introduced. Notice of the hearing shall be given as provided in sub. (8) (b), except that in addition notice of the hearing shall be served on the owners of all of the frontage of the lots and lands abutting upon the public way or unpaved alley sought to be discontinued in a manner provided for the service of summons in circuit court at least 30 days before the hearing. When service cannot be made within the city, village or town, a copy of the notice shall be mailed to the owner's last-known address at least 30 days before the hearing.

(c) Except as provided in this paragraph, no discontinuance of the whole or any part of a public way may be ordered under this subsection if a written objection to the proposed discontinuance is filed with the city, village or town clerk by any of the owners abutting on the public way sought to be discontinued or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the corporate limits of the city, village or town. If a written objection is filed, the discontinuance may be ordered only by the favorable vote of two-thirds of the members of the common council or village or town board voting on the proposed discontinuance. An owner of property abutting on a discontinued public way whose property is damaged by the discontinuance may recover damages as provided in ch. 32. The beginning and ending of an alley shall be considered to be within the block in which it is located.

(d) No discontinuance of an unpaved alley shall be ordered if a written objection to a proposed discontinuance is filed with the city, village or town clerk by the owner of one parcel of land that abuts the portion of the alley to be discontinued and if the alley provides the only access to off-street parking for the parcel of land owned by the objector.

(5) For the purpose of this section, the narrowing, widening, extending or other alteration of any road, street, lane or alley does not constitute a discontinuance of any part of the former road, street, lane or alley, including any right-of-way, which is included within the right-of-way for the new road, street, lane or alley.

(6) Whenever any of the lots or lands subject to this section is owned by the state, county, city, village or town, or by a minor or incompetent person, or the title to the lots or lands is held in trust, petitions for discontinuance or objections to discontinuance may be signed by the governor, chairperson of the board of supervisors of the county, mayor of the city, president of the village, chairperson of the town board, guardian of the minor or incompetent person, or the trustee, respectively, and the signature of any private corporation may be made by its president, secretary or other principal officer or managing agent.

(7) The city council or village or town board may by resolution discontinue any alley or any portion of an alley which has been abandoned, at any time after the expiration of 5 years from the date of the recording of the plat by which it was dedicated. Failure or neglect to work or use any alley or any portion of an alley for a period of 5 years next preceding the date of notice provided for in sub. (8) (b) shall be considered an abandonment for the purpose of this section.

(8) (a) Upon receiving a petition under sub. (2) or (3) or upon the introduction of a resolution under sub. (4), the city, village, town, or county shall deliver a copy of the petition or resolution to all of the following:

1. The secretary of transportation, if the public way or unpaved alley that is the subject of the petition or resolution is located within one-quarter mile of a state trunk highway or connecting highway.

2. The commissioner of railroads, if there is a railroad highway crossing within the portion of the public way that is the subject of the petition or resolution.

(b) Notice stating when and where the petition or resolution under this section will be acted upon and stating what public way or unpaved alley is proposed to be discontinued shall be published as a class 3 notice under ch. 985.

(9) In proceedings under this section, s. 840.11 shall be considered as a part of the proceedings.

(10) Notwithstanding ss. 82.10 and 82.21, no city council or county, village, or town board may discontinue a highway when the discontinuance would deprive a landowner or a public school of all access to a highway.

History: 1973 c. 189 s. 20; Sup. Ct. Order, 67 Wis. 2d 585, 774 (1975); 1975 a. 46; 1993 a. 184, 246, 491; 1995 a. 239; 1999 a. 150 ss. 265, 337 to 343; Stats. 1999 s. 66.1003; 2003 a. 214; 2009 a. 107, 223.

NOTE: 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

Cross-reference: Sees. 236.43 for other provisions for vacating streets.

The enactment of sub. (2m) [now sub. (5)] did not eliminate any vested rights of abutting property owners. *Miller v. City of Wauwatosa*, 87 Wis. 2d 676, 255 N.W.2d 876 (1979).

An abutting property owner under sub. (2) (c) [now sub. (4) (c)] at the very least must be somehow supporting or sustaining travel on the street. *Voss v. City of Middleton*, 162 Wis. 2d 737, 470 N.W.2d 625 (1991).

The plain language of this section unambiguously shows that a town has authority to proceed under sub. (3) to vacate unpaved alley segments, even when considered in conjunction with ch. 236, which provides for county vacation of platted alleys in towns. The legislature could have exempted roads and alleys that fall under ch. 236, but it did not. That omission shows that the legislature did not intend for ch. 236 to be the exclusive means of dealing with unpaved alleys in recorded plats. *Smerz v. Delafield Town Board*, 2011 WI App 41, 332 Wis. 2d 189, 306 N.W.2d 852, 10-1186.

66.1005 Reversion of title. (1) When any highway or public ground acquired or held for highway purposes is discontinued, the land where the highway or public ground is located shall belong to the owner or owners of the adjoining lands. If the highway or public ground is located between the lands of different owners, it shall be annexed to the lots to which it originally belonged if that can be ascertained. If the lots to which the land originally belonged cannot be ascertained, the land shall be equally divided between the owners of the lands on each side of the highway or public ground.

(2) (a) Whenever any public highway or public ground acquired or held for public purposes has been vacated or discontinued, all easements and rights incidental to the easements that belong to any county, school district, town, village, city, utility, or person that relate to any underground or overground structures, improvements, or services and all rights of entrance, maintenance, construction, and repair of the structures, improvements, or services shall continue, unless one of the following applies:

1. The owner of the easements and incidental rights gives written consent to the discontinuance of the easements and rights as a part of the vacation or discontinuance proceedings and the vacation or discontinuance resolution, ordinance or order refers to the owner's written consent.

2. The owner of the easements and incidental rights fails to use the easements and rights for a period of 4 years from the time that the public highway or public ground was vacated or discontinued.

(b) The easements and incidental rights described in par. (a) may be discontinued in vacation or discontinuance proceedings in any case where benefits or damages are to be assessed as provided in par. (c), if one of the following applies:

1. The interested parties fail to reach an agreement permitting discontinuance of the easements and incidental rights.

2. The owner of the easements and incidental rights refuses to give written consent to their discontinuance.

(c) Damages for the discontinuance of the easements and rights described in par. (a) shall be assessed against the land bene-

January 24, 2013

TO: City Plan Commission

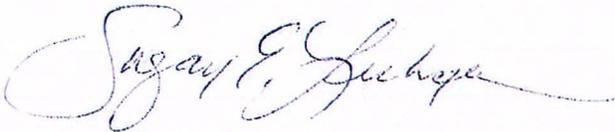
Re: Petition to Vacate Portion of an Alley located between 21st and 22nd Avenue from 65th to 67th Street.

We kindly request that the portion of the alley from the 65th Street entrance remain open for access to the property located at 6505/07 – 22nd Avenue (Tax Parcel No. 05-123-06-257-002). The tenants that reside in the upstairs unit (6505 22nd Avenue address) should be able to continue to have off-street parking for their vehicles. See the map attached hereto.

Sincerely,



Michael Lechner
Co-Owner of 6505/07 – 22nd Avenue
Phone: 262-654-8862



Suzan E. Lechner
Co-Owner of 6505/07 – 22nd Avenue
Phone: 262-260-2463 (work# M-F 8AM-5PM)

We object to the alley being vacated
From 65th Street to tax parcel 05-123-06-257-002.

City of Kenosha

District Map
Vacation

Supplement No. V2-12

Ordinance No. _____

Sorensen / Matthewson petition

Remain open →

65TH ST

1505/07

22ND AVE

21ST AVE

66TH ST

67TH ST

05-123-06-257-001	05-123-06-257-031
05-123-06-257-002	05-123-06-257-030
05-123-06-257-003	05-123-06-257-029
05-123-06-257-004	05-123-06-257-028
05-123-06-257-005	05-123-06-257-027
05-123-06-257-006	05-123-06-257-026
05-123-06-257-007	05-123-06-257-025
05-123-06-257-008	05-123-06-257-024
05-123-06-257-008	05-123-06-257-023
05-123-06-257-009	05-123-06-257-022
05-123-06-257-010	05-123-06-257-021
05-123-06-257-011	05-123-06-257-020
05-123-06-257-011	05-123-06-257-019
05-123-06-257-012	05-123-06-257-018
05-123-06-257-013	05-123-06-257-017



Partial alley requested to be vacated



0 25 50 75 100
Feet

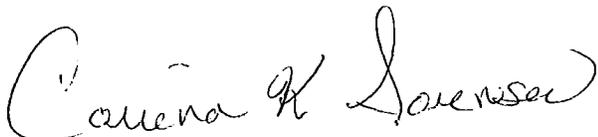
Honorable Mayor Keith Bosman

Honorable City Plan Commissioners

My name is Coriena Sorensen and I live at 6626 21st Ave in Kenosha and have lived here for many years. Over the years, the alley behind my house has become more and more overcome with blight and has become run-down. There has been much crime to my family and many neighbors directly affected by the alley. The alley makes it easier for criminals to break into back yards and garages without being easily detected. My garage and my neighbors garage have both been burglarized several times. People have been arrested for urinating in the alley and other terrible things around our children. Please pass the alley vacation so my family and the families of my neighbors can sleep better at night. While circulating the petition, I did receive unanimous support, with the exception of one individual, Mike Lechner. He told me that he wasn't going to allow the alley to be closed because his tenants use the alley to park behind the house at 6505 22nd Ave. I have never seen any vehicle parked back there with the exception of the broken down Lincoln with four flat tires and expired license plates. In the photos I took this morning, there is only the Lincoln. I drive by this property almost daily and I have NEVER seen another vehicle parked there. According to the city website the owner is Pamela Lechner, the man's sister. The vast majority of neighbors support this vacation and I beg you to please close the alley down.

Thank-you

Sincerely,



Coriena Sorensen-Vasquez









ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
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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 31, 2013

To: Eric Haugaard, Chairman
Public Works Committee

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

Cc: Steve Bostrom
District 12

Subject: **INFORMATIONAL ONLY - Project 77-1104 Sump Pump Drain Connection to Storm Sewer Update**

BACKGROUND/ANALYSIS

Staff has sent the 30 day notice for the redirection of sump pump drains along 82nd Street between 17th Avenue to the dead end and 17th Avenue between 81st Street to 83rd Street on January 15, 2013. Staff has received a few questions and concerns regarding the redirection. Staff will continue to monitor the situation and determine the validity of the nuisance after the associated time for redirection (30 Days - February 14, 2013).

RECOMMENDATION

Informational Only – No Action Required



PUBLIC WORKS DEPARTMENT
SHELLY BILLINGSLEY, P.E.
DEPUTY DIRECTOR / CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ENGINEERING DIVISION
CATHY HONEYAGER, P.E.
ASSISTANT CITY ENGINEER

SOIL EROSION SPECIALIST
BILL KNUTSEN

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., DIRECTOR

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

30 DAY NOTICE

January 11, 2013

Dear Resident:

The City of Kenosha has evaluated the properties along 82nd Street between 17th Avenue to the dead end and 17th Avenue between 81st Street to 83rd Street. The Director of Public Works has determined that the discharge from the sump pumps on to the roadway is causing a public nuisance.

This letter serves as the notice the City must give the property owners and allow for them to abate the nuisance before the City can correct the issue on their own and assess the property owners. In 30 days, the City will inspect the areas listed above. If property owners have not abated the nuisance or if the sump pump discharge is causing a nuisance to an adjacent property owner, the City will develop a plan for those non-conforming properties (which was previously discussed at the public information meeting held on October 17, 2012), correct the issue and assess the property owners accordingly.

Per City of Kenosha Code of General Ordinances Chapter 5.115 a **Public Nuisance** is defined as a water discharge from any sump pump within the City which accumulates or freezes on any public right-of-way or which is discharged into a City sanitary sewer or which otherwise endangers the public health, safety or welfare. A public nuisance shall be deemed to exist where the condition complained of has temporarily ceased to exist but where the condition is likely to occur in the future.

Chapter 5.115 states the process which must be taken to correct the measure in the following sections:

D. Notice to Property Owner. Where the Director has determined that the discharge from a sump pump is unlawful or has created a public nuisance, the Director shall notify the property owner thereof and order compliance with this Ordinance or the abatement of said public nuisance within thirty (30) days following the date of the notice.

E. Appeal. The property owner may appeal the order of the Director to the Public Works Committee by serving a notice of appeal upon the Director within the thirty (30) day

period referred to in Subsection **D**. The Public Works Committee shall hold a hearing within thirty (30) days following the receipt of the request therefor and it may uphold, reverse or modify the order of the Director. If the Public Works Committee upholds the Director in full or in part, the property owner shall be ordered to take corrective action within thirty (30) days following the date of the decision of the Public Works Committee.

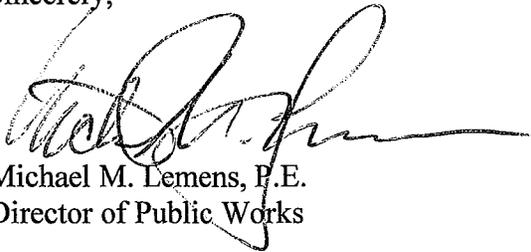
F. Waiver. The property owner, by not requesting a timely hearing following the receipt of a thirty (30) day notice and order, shall waive any right he/she may have or claim to said hearing.

G. Corrective Action By Director. In the event of an illegal sump pump discharge, whether or not the discharge has caused a public nuisance, the Director may take corrective action where the property owner fails to do so in a timely manner, and the Director shall bill the property owner for the full cost of corrective acts and demand payment within thirty (30) days. Where timely payment has not been made, the Director shall tax said cost against the property, which was the site of the offense herein relevant, as a special assessment.

In the event that a public nuisance has resulted from a lawful sump pump discharge and a redirection of the discharge is required to abate the public nuisance, the Engineering Division shall develop a plan and cost estimate for nuisance abatement, and forward said plan and estimate to the Committee on Public Works and owner(s) of relevant property. The Committee, following notice and opportunity to be heard, may authorize the City to participate in the cost of nuisance abatement, where sufficient funds have been appropriated therefor. Under such circumstances, the property owner shall be liable for fifty (50%) percent of the cost of abatement or One Thousand (\$1,000) Dollars, whichever is less.

If you have any questions or concerns please contact Cathy Austin, P.E. at (262) 653-4057 or by email caustin@kenosha.org or Shelly Billingsley, P.E. at (262-653-4149 or by email sbillinsley@kenosha.org.

Sincerely,



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

cc: Alderman Bostrom, District Alderman and Stormwater Utility Committee
Alderman Juliana, Stormwater Utility Committee, Chairman
Alderman Gordan, Stormwater Utility Committee, Vice Chairman
Alderman Haugaard, Stormwater Utility Committee
Alderman Michalski, Stormwater Utility Committee
Alderman G. John Ruffolo, Stormwater Utility Committee
Shelly Billingsley, P.E., Director of Engineering and City Engineer
Ed Antaramian, City Attorney
Cathy Austin, P.E., Assistant City Engineer

PARCEL: 06-123-07-305-002
LEONARD M LONG SURVIVOR'S TRUS
SURVIVOR'S TRUST
8107 17TH AVE
KENOSHA WI 53143

PARCEL: 06-123-07-305-003
ROBERT L GOSLIN JR
8115 17TH AVE
KENOSHA WI 53143-1648

PARCEL: 06-123-07-305-004
JOSEPH M & HEATHER M RINALDI
8121 17TH AVE
KENOSHA WI 53143-1648

PARCEL: 06-123-07-305-005
MICHAEL R & BEVERLY J PADGETT
8125 17TH AVE
KENOSHA WI 53143-1648

PARCEL: 06-123-07-305-006
ROBERT A & MARY A KLUVER
8131 17TH AVE
KENOSHA WI 53143-1648

PARCEL: 06-123-07-305-007
PAULETTE M SMITH
8203 17TH AVE
KENOSHA WI 53143-1626

PARCEL: 06-123-07-305-008
DOROTHY DADE (TOD)
8207 17TH AVE
KENOSHA WI 53143-1626

PARCEL: 06-123-07-305-009
ALICIA A STILLER
8211 17TH AVE
KENOSHA WI 53143

PARCEL: 06-123-07-305-010
DAVID E & RENEE L GULICK
8215 17TH AVE
KENOSHA WI 53143-1626

PARCEL: 06-123-07-305-011
CLYDE & LILLIAN HARTNELL REVOC
8221 17TH AVE
KENOSHA WI 53143-1626

PARCEL: 06-123-07-305-012
WILLIAM R & SUZANNE SIMMONS
8227 17TH AVE
KENOSHA WI 53143-1626

PARCEL: 06-123-07-330-024
STEVEN & DIANE PIERCE
1920 82ND ST
KENOSHA WI 53143-1610

PARCEL: 06-123-07-330-025
WILLIAM KREUSER & JENNIFER RIT
JENNIFER RITACCA
1916 82ND ST
KENOSHA WI 53143

PARCEL: 06-123-07-330-026
KIMBERLY M WOLF
1912 82ND ST
KENOSHA WI 53143

PARCEL: 06-123-07-330-027
BRYAN SCOTT HANEY & KATIROSE M
1910 82ND ST
KENOSHA WI 53143-1610

PARCEL: 06-123-07-330-037
ROY H & CAROL A BEALS
8116 17TH AVE
KENOSHA WI 53143-1625

PARCEL: 06-123-07-330-038
WALTER A ROUTH III & MARIANNE
3231 108TH PL
PLEASANT P WI 53158

PARCEL: 06-123-07-330-039
MICHAEL J & TERRI L ENGELS
8126 17TH AVE
KENOSHA WI 53143-1625

PARCEL: 06-123-07-330-045
PEGGY C STARR (TOD)
1820 82ND ST
KENOSHA WI 53143-1608

PARCEL: 06-123-07-330-047
DUANE DIONNE & VIRGINIA RUSTIA
VIRGINIA RUSTIA
1718 82ND ST
KENOSHA WI 53143-1641

PARCEL: 06-123-07-330-048
KEITH K & SHARON K CORSO
1824 82ND ST
KENOSHA WI 53143-1608

PARCEL: 06-123-07-330-050
RONALD R & SHERRY L GUSTAFSON
1830 82ND ST
KENOSHA WI 53143-1608

PARCEL: 06-123-07-330-052
STEPHEN R & DENISE M HENRY
1808 82ND ST
KENOSHA WI 53143-1608

PARCEL: 06-123-07-331-003
TIMOTHY J CAIRO SR & LORI A CA
1821 82ND ST
KENOSHA WI 53143-1609

PARCEL: 06-123-07-331-004
JAMES W WALKER
1817 82ND ST
KENOSHA WI 53143-1609

PARCEL: 06-123-07-331-020
DAVID A & PAMELA F HERR
8224 17TH AVE
KENOSHA WI 53143-1647

PARCEL: 06-123-07-331-021
LAWRENCE R & MARGARET R FRICK
1300 MICHIGAN AVE TRLR 27
IRON MOUNT MI 49801-3656

PARCEL: 06-123-07-331-027
JAMES A & DONNA K WARD
8206 17TH AVE
KENOSHA WI 53143

PARCEL: 06-123-07-331-033
GARY M & TERESA K STRUTHERS
8212 17TH AVE
KENOSHA WI 53143

PARCEL: 06-123-07-331-034
ERIC D & TRISH M STEFFEN
1717 82ND ST
KENOSHA WI 53143-1642

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1921 82ND ST
KENOSHA WI 53143-1611

PARCEL: 06-123-07-331-038
JOSEPH L RIPP
1919 82ND ST
KENOSHA WI 53143-1611

PARCEL: 06-123-07-331-039
PATRICK A MCQUESTION
1911 82ND ST
KENOSHA WI 53143-1611

PARCEL: 06-123-07-331-040
TIMOTHY & TAMARA WOJNICZ
1833 82ND ST
KENOSHA WI 53143-1609

PARCEL: 06-123-07-331-042
WALTER K JEPSON
1829 82ND ST
KENOSHA WI 53143

PARCEL: 06-123-07-331-043
CHASE L WALLER & MAY SHIA LEE
MAY SHIA LEE
1825 82ND ST
KENOSHA WI 53143

PARCEL: 06-123-07-331-044
JAMES A & LOIS K COOPER
1807 82ND ST
KENOSHA WI 53143

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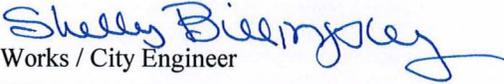

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January 31, 2013

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

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

SUBJECT: Project Status Report

Project #08-1443 – Bike Path Extensions – Project design is nearly complete. City is waiting for WisDOT approval. (16)
Project #08-1021 – 39th Avenue from 18th Street to 24th Street – [LaLonde] Project is complete. Closeout by State.
Project #09-1413 – Washington Park Veldrome Facility – [Rasch] Railing will be installed this spring. (6)
Project #11-1416 Petzke Park Mass Grading – [BCF Construction] Final punchlist items. (1)
Project #09-1121 Forest Park Evaluation – Staff is in the final phases of finalizing the report. Final comments are being drafted and will be submitted to Strand in May. (1)
Project #10-1126 Wetland Mitigation Bank - [Wetlands and Waterways Consulting LLC] The consultant has received comments from the DNR regarding the proposed plan. Changes are have been made to the report and is being reviewed by the DNR before the report can be finalized. (16)
Project #10-1131 River Crossing Swale Restoration – [Applied Ecological Services] Applied Ecological Services has begun the treatment of the invasive and non-native species. Future maintenance will be completed next spring. (17)
Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation – [Ruekert-Mielke] The consultant will be submitting a draft report for Staff to review and discuss repair alternatives. (2 and 7)
Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant) – Work is complete. Staff is finalizing the grant reimbursement. (1 and 6)
Project #11-1135 Stormwater Management Plan Development – [Ruekert-Mielke] Staff is working on second area of the city. (City wide)
Project #11-1137 Pike River Monitoring (WI Coastal Management Grant) – The City of Racine has begun monitoring. Staff will be receiving the draft report soon. (1 and 4)
Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant) – The City of Racine has begun monitoring. Staff will be receiving the draft report soon. (1 and 4)
Project #12-1012 Resurfacing I – Punchlist items are being completed. (6,11,14)
Project #12-1024 60th Street Resurfacing: 8th Ave to 22nd Ave – Punchlist items remain. (2,8).
Project #12-1015 Lincoln Road Resurfacing – Punchlist items remain. (13)
Project #12-1208 Sidewalk Repair Program – [AW Oakes] Punchlist items remain. (City wide).
Project #10-1415 Lakefront Water Feature – [Camosy] Punchlist items remaining (2).
Project #11-2013 Harbor and Marina Dredging – [Ruekert Mielke] Quantities are being compared by soundings taken before the storm. (2).
Project #12-1420 Shagbark Trail Development – [SAA] Design works has been started by SAA as outlined in the Stewardship Grant. Construction is scheduled for 2013. (10)
Project #12-1410 Tree Removal – [Droprite] The contract has been executed. (Citywide).
Project #12-2032 Underground Storage Tank Area Interim Action at KEP – [Veit] The project has been completed and Streets will be installing the concrete pavement repair by the end of the month. (7)
Project #12-1019 Joint, Crack Cleaning and Sealing – [Behm Pavement Maintenance] Punchlist items remain. (City Wide)
Project #12-1414 Anderson Pool Splashpad – [Sherrer] Pavement work has been completed and Contractor will return in Spring to install surface mounted features. (9)
Project #12-1013 CDBG Resurfacing – [Cicchini]. Punchlist items remain. (2, 3, 8, 12)
Project #12-1014 Concrete Street Repairs – [Zignego]. Punchlist items remain. (City Wide)
Project #12-1027 Epoxy Pavement Markings [Century Fence] Staff is watching temperatures and may hold work until spring. (City Wide)
Project #12-1423/12-1427 Sunrise Park Trail and Phase I Development- [BCF] Trail system construction is nearing completion. (5)
Project #12-1428 Anderson Pool Equipment Room Re-piping –[Lee Plumbing] Contractor is nearing completion. (9)
Project #12-1430 Alford Park Warehouse Demolition – [Earth Construction] Constructor is working. (1)
Design Work – Staff is working the following projects: Miscellaneous Bike Path projects, GIS Survey City Wide, 122nd Ave from 71st Street to 75th Street, 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, Southport Shoreline Repair, Parks Master Design Contract, Southport Park Master Plan, Strawberry Creek Trail and Shelter Grant, Simmons Island Park Boardwalk Grant, Shagbark Basin Trail Grant, Strawberry Creek Mass Grading and Museum Fountain.