

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, MARCH 9, 2009
ROOM 204
5:00 P.M.**

*G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana*

*Ray Misner
Don L. Moldenhauer
Anthony Nudo*

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on February 23, 2009.

C. REFERRED TO COMMITTEE

- C-1 Preliminary Report/Final Resolution for Project #09-1012 Resurfacing Phase I (55th Street - 14th Avenue to 22nd Avenue, 25th Avenue - 52nd Street to 55th Street, 54th Street - 23rd Avenue to 25th Avenue, 20th Avenue - 52nd Street to 53rd Street, 16th Avenue - 54th Street to 55th Street). **(District 7) PUBLIC HEARING**
- C-2 Agreement for Improvements to 57th Avenue (Between 85th and 84th Streets) By and Between the City of Kenosha, Wisconsin and Village of Pleasant Prairie, Wisconsin. **(District 15)** *(Also referred to Finance Committee)*
- C-3 Resolution – Intent to Assess for Pavement Construction for Project #09-1013 57th Avenue Reconstruction (Between 85th and 84th Streets). **(District 15)**
- C-4 Approval of Intergovernmental Agreement between the Town of Bristol, Wisconsin and the City of Kenosha, Wisconsin for Stormwater Information and Education Program Services.
- C-5 Acceptance of Project #08-1214 Roof Replacement – Stormwater Utility Building (6415 35th Avenue) which has been satisfactorily completed by Van's Roofing, Kenosha, Wisconsin in the amount of \$56,725.70. **(District 11)**

INFORMATIONAL ITEMS:

1. Kenosha Marathon
2. Waste Transfer Truck Loading
3. Project Status Report

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

ALDERMAN COMMENTS

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

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMEBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, FEBRUARY 23, 2009
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana

Ray Misner
Don L. Moldenhauer
Anthony Nudo

The regular meeting of the Public Works Committee was held on Monday, February 23, 2009 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Patrick Juliana, Don L. Moldenhauer, and Anthony Nudo. Alderman Ray Misner was excused. The meeting was called to order at 5:00 PM. Staff members in attendance were Ron Bursek, Mike Lemens and Jan Schroeder.

A-1 Approval of minutes of special meeting held on February 16, 2009.

It was moved by Alderman Nudo, seconded by Alderman Moldenhauer to approve minutes. Motion passed 5-0.

C-1 Preliminary Report/Final Resolution for Project #08-1015 New Road Construction – KAT Subdivision Phase I (34th Avenue - 45th to 44th Street, 35th Avenue - 44th to 40th Street, 44th Street - 34th to 35th Avenue). **(District 10) PUBLIC HEARING**

A public hearing was held, no one spoke.

It was moved by Alderman Holland, seconded by Alderman Nudo to approve preliminary report/final resolution. Motion passed 5-0.

C-2 Resolution – Intent to Assess for Hazardous Sidewalk and Driveway Approach Only for Project #09-1015 Resurfacing Phase II (52nd Street - 30th Avenue to Sheridan Rd, 5th Avenue - 75th Street to 68th Street, 24th Avenue - 27th Street to 31st Street, 63rd Street - 14th Avenue to Sheridan Rd, 32nd Avenue – 80th Street to North 120 ft.) **(Districts 2, 3, 5, 7, 8 & 13)**

It was moved by Alderman Holland, seconded by Alderman Nudo to approve resolution. Motion passed 5-0.

INFORMATIONAL ITEMS:

1. Agreement with Village of Pleasant Prairie (57th Avenue - 85th Street north of 84th Street)
Mike Spence, Village Engineer was available to answer questions. Alderman Orth, Alderman for the district was on hand.
2. Project Status Report
Alderman Misner arrived during discussion of the project status report.

ALDERMAN COMMENTS:

- *Alderman Holland asked for a report regarding year round alternate side parking.*
- *Alderman Ruffolo commented on Keep Kenosha Beautiful Nice Job Neighbor recognition and gave a snow plow compliment he received from a resident.*

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 5:22 pm.*

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

TO ORDER THE COST OF PUBLIC SIDEWALK AND/OR DRIVEWAY APPROACH CONSTRUCTION AND/OR REPLACEMENT TO BE SPECIALLY ASSESSED TO ABUTTING PROPERTY

WHEREAS, on the 16th day of March, 2009, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

55th Street - 14th Avenue to 22nd Avenue, 25th Avenue - 52nd Street to 55th Street, 54th Street - 23rd Avenue to 25th Avenue, 20th Avenue - 52nd Street to 53rd Street, 16th Avenue - 54th Street to 55th Street

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.60(16), Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (" Work") on or before the 27th day of April, 2009, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its

entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.60(15), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 16th day of March, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

Date: _____



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
JOSEPH BADURA
SUPERINTENDENT

OPERATIONS COORDINATOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS

RONALD L. BURSEK, P.E., DIRECTOR

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

March 6, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E. *MML 3/6/09*
Director of Engineering/City Engineer

Subject: *Agreement with Village of Pleasant Prairie*
57th Avenue from 85th Street to north of 84th Street

BACKGROUND/ANALYSIS

As previously reported, the Village of Pleasant Prairie is planning to reconstruct 85 Street west of Cooper Road this year, and as part of this project they are considering the improvement of 57th Avenue to urban cross section from 85th Street to the end of the existing curb and gutter north of 84th Street. The lots on the west side of the road are in the Village, and the lots on the east side of the road are in the City. The Village approached City staff with a request that the City participate in the project. Periodically the City and the Village have cooperated in construction projects that front parcels in both communities, and in such cases the governing bodies will execute an agreement for the cost-sharing. A draft of this agreement is attached for review.

This segment of 57th Avenue is currently a rural cross section. The pavement surface condition is bad, and there are chronic drainage problems with the shallow or non-existent ditch system. It is an old street, that was never previously assessed for curb and gutter and pavement. In accordance with a long-standing policy, the City levies special assessments for the construction of curb and gutter and permanent pavement once in the lifetime of a street. In accordance with the policy, the City's portion of the construction costs would be proportionally assessed to the abutting property owners. The actual costs for this project have not been determined, but a typical cost per front foot for this type of project could range from \$150.00 to \$175.00 per front foot.

RECOMMENDATION

Approve the intergovernmental agreement and recommend to the Common Council that the Mayor and City Clerk be authorized to execute the agreement.

MML

**AGREEMENT FOR IMPROVEMENTS TO
57th AVENUE
57TH Avenue Between 85th and 84th Streets
By and Between**

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

And

**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
A Municipal Corporation**

THIS AGREEMENT, Made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, a municipal corporation, with offices located at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as “**CITY**,” and **THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**, a municipal corporation existing under Chapter 61, Wisconsin Statutes, with offices located at 9915 – 39th Avenue, Pleasant Prairie, Wisconsin 53158, hereinafter referred to as “**VILLAGE**.”

WHEREAS, CITY and VILLAGE enter into this Agreement to convert 57th Avenue between 85th and 84th Streets into an urban profile with a 37 foot cross-section back-of-curb to back-of-curb (2-16 foot lanes plus 5 foot curb and gutter), hereinafter referred to as “**PROJECT**;”

WHEREAS, the purpose of this Agreement is to allocate responsibility for design, construction and payment of costs.

WITNESSETH:

NOW, THEREFORE, in consideration of mutual promises, understandings, agreements and undertakings hereinafter set forth, **CITY and VILLAGE** agree as follows:

ARTICLE I

1.1 Design and Construction. **VILLAGE** shall be responsible for the permitting, design, and construction of the **PROJECT**.

1.2 CITY Approval. Construction of **PROJECT** may not be commenced until **CITY** approves, in writing, all plans and specifications for **PROJECT**.

1.3 PROJECT Specifications. The conversion of 57th Avenue between 85th and 84th Streets into an urban profile with a 37 foot cross-section back-of-curb to back-of-curb (2-16 foot lanes plus 5 foot curb and gutter), all per final design specifications in accordance with **VILLAGE** standard specifications.

1.4 Contracts And Bids. **PROJECT** shall be constructed as a Public Works Project under Sections 62.15 and 66.29, Wisconsin Statutes, and bidding shall be undertaken as required,

the **PROJECT** to be awarded to the lowest, responsible bidder. **VILLAGE** shall prepare contract documents and administer contract. **CITY** shall be timely informed of all critical events respecting the above and shall assist **VILLAGE** as contract requires.

1.5 Project Inspection. **VILLAGE** shall be responsible for **PROJECT** inspection, which shall assure construction work is done in accordance with approved plans and specifications.

1.6 Change Orders. Change orders which affect **PROJECT** design and cost must be approved by **CITY** and **VILLAGE**.

ARTICLE II PROJECT RIGHT-OF-WAY

Right Of Entry And Use. **CITY** grants to **VILLAGE** and its contractors, subcontractors and suppliers, the right to enter upon and use its right-of-way for **PROJECT** construction without any further permit or approval being required.

ARTICLE III SCHEDULE FOR PROJECT WORK

PROJECT is scheduled to commence on or about the first (1st) day of _____, 2009. Time for commencement of work shall not be of the essence. However, if **PROJECT** work is not commenced within three hundred sixty-five (365) days of the date of this Agreement, **CITY** or **VILLAGE**, at its option, may terminate this Agreement. Upon commencement of work, **PROJECT** shall be diligently pursued to completion.

ARTICLE IV PROJECT COST, DISBURSEMENTS AND LIEN WAIVERS

VILLAGE shall be responsible for funding entire **PROJECT**, making disbursements with due diligence, as required by contract, and obtaining timely lien waivers as required by contract.

CITY shall pay to **VILLAGE** an amount equal to Fifty (50%) Percent of **PROJECT** cost, as full payment for **PROJECT** work performed on its behalf. Payment shall be made by **CITY** to **VILLAGE** following **PROJECT** completion, and within thirty (30) days of receipt of an invoice for **VILLAGE**.

ARTICLE V OPERATION AND MAINTENANCE

CITY shall be responsible for the operation and maintenance of its right-of-way within the limits of the **CITY**, as those limits exist from time to time.

VILLAGE and **CITY** shall be responsible for the operation and maintenance of its right-of-way within the limits of the City of Kenosha, as those limits exist from time to time.



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
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OPERATIONS COORDINATOR
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DEPARTMENT OF PUBLIC WORKS

RONALD L. BURSEK, P.E., DIRECTOR

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March 6, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Engineering/City Engineer

Subject: *Resolution – Intent to assess for Pavement Construction
57th Avenue from 85th Street to north of 84th Street*

BACKGROUND/ANALYSIS

As previously reported, the Village of Pleasant Prairie is planning to reconstruct 85 Street west of Cooper Road this year, and as part of this project they are considering the improvement of 57th Avenue to urban cross section from 85th Street to the end of the existing curb and gutter north of 84th Street. The lots on the west side of the road are in the Village, and the lots on the east side of the road are in the City. The Village approached City staff with a request that the City participate in the project, and both communities will need to execute an agreement for the cost-sharing.

In accordance with a long-standing policy, the City levies special assessments for the construction of curb and gutter and permanent pavement once in the lifetime of a street. In accordance with the policy, the City's portion of the construction costs would be proportionally assessed to the abutting property owners. The actual costs for this project have not been determined, but a typical cost per front foot for this type of project could range from \$150.00 to \$175.00 per front foot. The Resolution of Intent to Assess is the first step in the statutory process, and will set a date for public hearing.

RECOMMENDATION

Approve the resolution and recommend to the Common Council that it be adopted.

MML

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS
FOR
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

PROJECT #09-1013

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

57th Avenue - 85th Street to north of 84th Street

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha,
Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.60, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.
2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches.
3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.
4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.
5. The Board of Public Works is directed to prepare a report consisting of:
 - a. Preliminary plans and specifications for said improvements.
 - b. An estimate of entire cost of the proposed improvements and in street right-of-way.
 - c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.60(7) of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.60(7), Wisconsin Statutes.

Adopted this 16th day of March, 2009.

APPROVED: _____
MAYOR
KEITH G. BOSMAN

ATTEST: _____
DEPUTY CITY CLERK
DEBRA L. SALAS



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

OPERATIONS COORDINATOR
JANICE D. SCHROEDER

STORMWATER UTILITY

RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST. • RM. 305 • KENOSHA, WI 53140
TELEPHONE (262) 653-4150 • FAX (262) 653-4056

March 4, 2009

To: G. John Ruffolo, Chairman
Public Works Committee
Stormwater Utility Committee

From: Ronald L. Bursek, P.E. 
Director of Public Works
Director of Stormwater Utility

Subject: *Intergovernmental Agreement with Town of Bristol*

BACKGROUND INFORMATION

In 2008, the Stormwater Utility sent a letter to the Root-Pike Watershed Initiative Network (Root-Pike WIN) indicating that the Kenosha Stormwater Utility would like to become a member of the S.E. Wisconsin Clean Water Network. The S.E. Wisconsin Clean Water Network would participate in the development and implementation of a Public Education and Outreach project identified as "Keep Our Waters Clean" with the help of Root-Pike WIN. This project will aid the Stormwater Utility and the City of Kenosha in achieving compliance with the requirements of the City's WPDES permit as they relate to the Public Education and Outreach requirements.

The Town of Bristol volunteered to become the fiscal agent. Therefore, the Town of Bristol has a contract with the Root-Pike WIN association to implement the "Keep Our Waters Clean" project on behalf of the S.E. Wisconsin Clean Water Network which consists of 17 communities.

This intergovernmental agreement accomplishes the following:

- The City of Kenosha and the Stormwater Utility will be members of the Southeastern Wisconsin Clean Water Network and will work with other municipalities to carry out the program.
- The City of Kenosha and the Stormwater Utility agree to have Town of Bristol be the fiscal agent for this program for the next two years.
- An advisory committee will be formed from volunteers of the S.E. Wisconsin Clean Water Network to develop the "Keep Our Waters Clean" project. Shelly Billingsley will be assigned to the advisory committee for the City of Kenosha and the Stormwater Utility.

The Keep Our Water Clean program has a two year budget of \$71,763 of which the City of Kenosha's share, based on population, will be \$6,510. The fees for 2009 are \$2,100 and the fees for 2010 are \$4,410. This cost share was included in the 2009 Stormwater Utility Budget.

RECOMMENDATION

Approve the Intergovernmental Agreement between the City of Kenosha and the Town of Bristol as members of the Southeastern Wisconsin Clean Water Network for Stormwater Information and Education Program Services, named "Keep Our Waters Clean".

Intergovernmental Agreement

Between the TOWN OF BRISTOL AND

(NAME OF TOWN, VILLAGE, CITY, COUNTY)

A member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program Services, named **Keep Our Waters Clean**.

Whereas the _____
(TOWN, VILLAGE, CITY COUNTY), as a member of the SOUTHEAST WISCONSIN CLEAN WATER NETWORK ("S.E. WI Clean Water Network"), recognizes the negative impacts storm water runoff from urban lands can have on local water resources and are subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code; and

Whereas, the Municipal Permit requires the TOWN OF BRISTOL and the other municipal members of the S.E. WI Clean Water Network to implement an Information and Education Program relating to water pollution caused by storm water discharges.

Whereas, sharing resources and coordinating information and educational activities between the TOWN OF BRISTOL and the towns villages, cities and counties that comprise the S.E. WI Clean Water Network can be a cost-effective way to satisfy the municipal permit requirements for all units of government.

Now, therefore, in consideration of these premises and under the authority of subsection 66.0101 Wis. Stats., the TOWN OF BRISTOL

and

(TOWN, VILLAGE, CITY, COUNTY) agrees to join the SOUTHEAST WISCONSIN CLEAN WATER NETWORK and cooperate on the implementation of an Information and Education Program, titled **Keep Our Waters Clean!** (the "*Keep Our Waters Clean Plan*"), in accordance with the following:

A) SERVICES. Starting January 1, 2009 the ROOT-PIKE WATERSHED INITIATIVE NETWORK ("Root-Pike WIN") agrees to provide the S.E. WI Clean Water Network with information and educational program services under contract with the Root-Pike WIN (consultant) and in accordance with the **Keep Our Waters Clean Plan**. When implemented, the *Keep Our Waters Clean Plan* is designed to meet the requirements titled, "Public Education and Outreach" (Section 2.1) and "Public Involvement and Participation" (Section 2.2) of the WPDES Municipal Separate Storm Sewer Discharge General Permit under Chapter NR 216 Wis. Admin. Code. The *Keep Our Waters Clean Plan* describes an annual work plan of actions, a timetable, oversight process, program goals by target audience, planned activities, evaluation, and the management and coordination roles of the MUNICIPALITY MEMBERS OF THE S.E. WI CLEAN WATER NETWORK, the Advisory Committee of the S.E. WI Clean Water Network during the implementation. The TOWN OF BRISTOL and other members (TOWN, VILLAGE, CITY, COUNTY) of the S.E. WI Clean Water Network agree to assign a representative who will participate in at least two program planning and implementation meetings each year and will take the lead in facilitating the participation in the activities described in the Plan. It is understood that the TOWN OF BRISTOL and other members of the S.E. WI CLEAN WATER NETWORK must implement the program described in the Plan to maintain compliance with their respective Municipal Permits and all members are subject to annual evaluations by the Wisconsin Department of Natural Resources. The TOWN OF BRISTOL agrees to serve as the fiscal agent for the SOUTHEAST WISCONSIN CLEAN WATER NETWORK for the *Keep Our Waters Clean Plan*..

B) FEES. By February 27 of each year, starting in 2009, each member of the S.E. WI Clean Water Network (County, City, Village, Town) agrees to pay the TOWN OF BRISTOL the applicable fee shown in the Plan (page 18) for the Information and Education Program services for the *Keep Our Waters Clean Plan*. The fee is designed to cover TOWN OF BRISTOL'S costs for work performed by the Root-Pike WIN to include salaries, travel, overhead, materials, advertising, printing, program support, except bulk mailings, plant material and rain barrels. After 2010, this fee will be subject to an annual increase not to exceed 5 percent. The TOWN OF BRISTOL will notify the (County, City, Village, Town) of the applicable fee by September 1 of the preceding year. The (County, City, Village, Town) agrees to be responsible for any proposed bulk mailing costs proposed within their community as part of this program.

C) REPRESENTATIVE/CONTACT. Upon execution of this agreement, the TOWN OF BRISTOL and

(TOWN, VILLAGE, CITY, COUNTY) and municipal member of the S.E. WI CLEAN WATER NETWORK shall designate in writing a primary contact person who will take the lead and be responsible for carrying out the activities described in the *Keep Our Waters Clean Plan*.

D) REPORTING. By JANUARY 1 of each year, as required by the Municipal Permit, the TOWN OF BRISTOL will provide (County, City, Village, Town) with a detailed report of activities carried out by the ROOT-PIKE WIN and the progress toward the goals listed in the *Keep Our Waters Clean Plan*. The (County, City, Village, Town) will be responsible for tracking and documenting their own activities and submitting all required reports to the Wisconsin Department of Natural Resources, with copies to the TOWN OF BRISTOL.

E) MISCELLANEOUS PROVISIONS

1. Effective Date. Upon execution by the TOWN OF BRISTOL and

(TOWN, VILLAGE, CITY COUNTY), this Agreement shall take effect on March 1, 2009 and shall remain in effect through the term of the Municipal Permit or until otherwise terminate by either party under sub. 3. below.

2. Review and Amendments. The terms of the agreement shall be reviewed annually and may be modified if approved in writing by both parties and duly executed by the authorized representative. Annual fees for the Information And Education Program services shall be documented by invoice.

3. Termination. The TOWN OF BRISTOL or the

(TOWN, VILLAGE, CITY COUNTY) or any other municipal member of the S.E. WI Clean Water Network may terminate this Agreement at any time upon a 60-day written notice of intent. The Town, Village, City or County is responsible for notifying the Wisconsin Department of Natural Resources of any termination of this Agreement and for subsequent compliance with DNR permit requirements.

4. Effect of Agreement. This Agreement contains the entire Agreement of the parties. All parties recognize that this Agreement is the product of a unique set of circumstances. Accordingly, is mutually acknowledged that many of the provisions contained herein are unique into themselves and should not be seen as a precedent for any future Agreement between the TOWN OF BRISTOL and other entities

5. Binding Agreement. This Agreement is binding on the parties and their respective successors and assigns.

Signed by the (County, City, Village, Town)

(signature)

(date)

(printed name & title)

Signed by TOWN OF BRISTOL

(signature)

(date)

(printed name & title)

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Keep Our Waters Clean! Two-Year Budget

INCOME			
Municipality	Cost Share 1/01/09-12/31/09	Cost Share 1/01/10-12/31/10	TOTAL
Town of Bristol	\$525	\$1,102	\$1,627
City of Kenosha	\$2,100	\$4,410	\$6,510
County of Kenosha	\$525	\$1,102	\$1,627
Village of Pleasant Prairie	\$1,050	\$2,205	\$3,255
Town of Salem	\$1,050	\$2,205	\$3,255
Village of Silver Lake	\$525	\$1,102	\$1,627
Town of Somers	\$525	\$1,102	\$1,627
City of Franklin	\$3,150	\$3,307	\$6,457
Village of Greendale	\$2,100	\$2,205	\$4,305
Village of Hales Corners	\$2,100	\$2,205	\$4,305
City of Oak Creek	\$3,150	\$3,307	\$6,457
Village of Caledonia	\$2,100	\$2,205	\$4,305
Village of Mt. Pleasant	\$3,150	\$3,307	\$6,457
City of Racine	\$4,200	\$4,410	\$8,610
Village of Sturtevant	\$1,050	\$2,205	\$3,255
Village of Wind Point	\$525	\$1,102	\$1,627
City of New Berlin	\$3,150	\$3,307	\$6,457
TOTAL INCOME	\$30,975	\$40,788	\$71,763
EXPENSES			
	1/01/09-12/31/09	1/01/10-12/31/10	TOTAL
Admin/Management	\$6,400	\$8,000	\$14,400
Staff/Consultant	\$9,000	\$18,250	\$27,250
Insurance	\$500	\$500	\$1,000
Postage (NOT BULK MAIL)	\$750	\$1,000	\$1,750
Mileage, Bus Rental	\$1,500	\$2,200	\$3,700
Website, Phone	\$5,000	\$1,000	\$6,000
Exhibit, Artwork	\$3,425	\$250	\$3,675
Printing, Copying	\$1,425	\$3,000	\$4,425
Office Supplies & Equipment	\$1,700	\$2,800	\$4,500
Facilities, Food	\$400	\$500	\$900
Contingency	\$1,325	\$2,838	\$4,163
TOTAL EXPENSES	\$30,975	\$40,788	\$71,763



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer

Street Division
John H. Prijic
Superintendent

Fleet Maintenance
Mauro Lenci
Superintendent

Waste Division
Rocky Bednar
Field Supervisor

Administrative Supervisor
Janice D. Schroeder

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

March 6, 2009

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. *3/6/09*
Director of Engineering/City Engineer

Subject: Acceptance of Project #08-1214 Roof Replacement -- Stormwater Utility Building

Location: 6415 35th Avenue

Please be advised that the above referenced project has been satisfactorily completed by Van's Roofing, Kenosha, Wisconsin. This project consisted of installation of new steel angle framing at existing vent locations, repair and/or replacement of deteriorated steel roof decking and replacement of deteriorated plywood roof decking.

It is recommended that the project be accepted in the final amount of \$56,725.70. Original contract amount \$56,900.00 plus \$1,000.00 for contingency for a total contract amount of \$57,900.00.

MML/kjb



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

PARK DIVISION
ART STRONG
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

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

TO: G. John Ruffolo, Chairman
Public Works Committee

Donald Ruef, Chairman
Parks Commission

FROM: Ronald L. Bursek *RLB gms*

SUBJ: INFORMATIONAL ITEM: Wisconsin Marathon

DATE: 3/9/2009

The Department of Public Works has been working with the Kenosha Area Convention and Visitor's Bureau (KACVB) and Chicago Athlete Magazine and their request to close streets on May 2, 2009 to hold the Wisconsin Marathon in Kenosha. Enclosed are the letter of request from Jonathan Cain, the Wisconsin Marathon Race Director and the marathon route map. The route of the Wisconsin Marathon will cover the entire length of the city, from North to South, and it will hug the lake.

On Monday, March 2, 2009, city staff and aldermen of the districts impacted by this event met with Dennis DuChene, the President of KACVB, and Jonathan Cain to discuss traffic and street closure issues. Public Works is heavily involved due to the request for several street closures and more than 200 barricades.

Event organizers will also work closely with Park Division, as parts of the race route will travel through city parks.

February 23, 2009

Ronald L. Bursek
Director of Public Works
City of Kenosha
625 52nd Street
Room 305
Kenosha, Wisconsin 53140

Dear Mr. Bursek

Enclosed is the information detailing the Wisconsin Marathon to be held in Kenosha and Pleasant Prairie on May 2, 2009. The main purpose of this event is to bring people to the Kenosha area to see what the area has to offer in terms of recreation, business, and residences. The event will bring 2,000 runners to the area, plus their families and friends. We will also be inviting the public to our post-race party, so there can easily be upwards of 6,000 people walking around downtown and the surrounding areas.

Enclosed you will find a timeline of when the runners will be occupying each street. We have posted a 6.5 hour time limit for the marathon course. We will be opening the streets back up to traffic as the last runner goes by. We will have the closed off intersections blocked, and there will be police and volunteers along the course, and as there are breaks in the action, cars can be waved through the intersections to reach the businesses affected by the closures. Pedestrians will be able to cross the street at just about any time, as long as they do not impede the path of any of the runners.

Our race will start at 7:00am and the last finisher will be across the finish line at 1:30pm or earlier. We will begin to break down all the equipment on the streets as the last runner goes by, and we plan on starting the breakdown at our post-race event at about 2:00pm.

If you have any questions or need anything else from me, please feel free to give me a call or send me an email at any time. Dennis DuChene with the Kenosha Area Convention and Visitors Bureau will also be able to answer many of your questions.

Thank you.

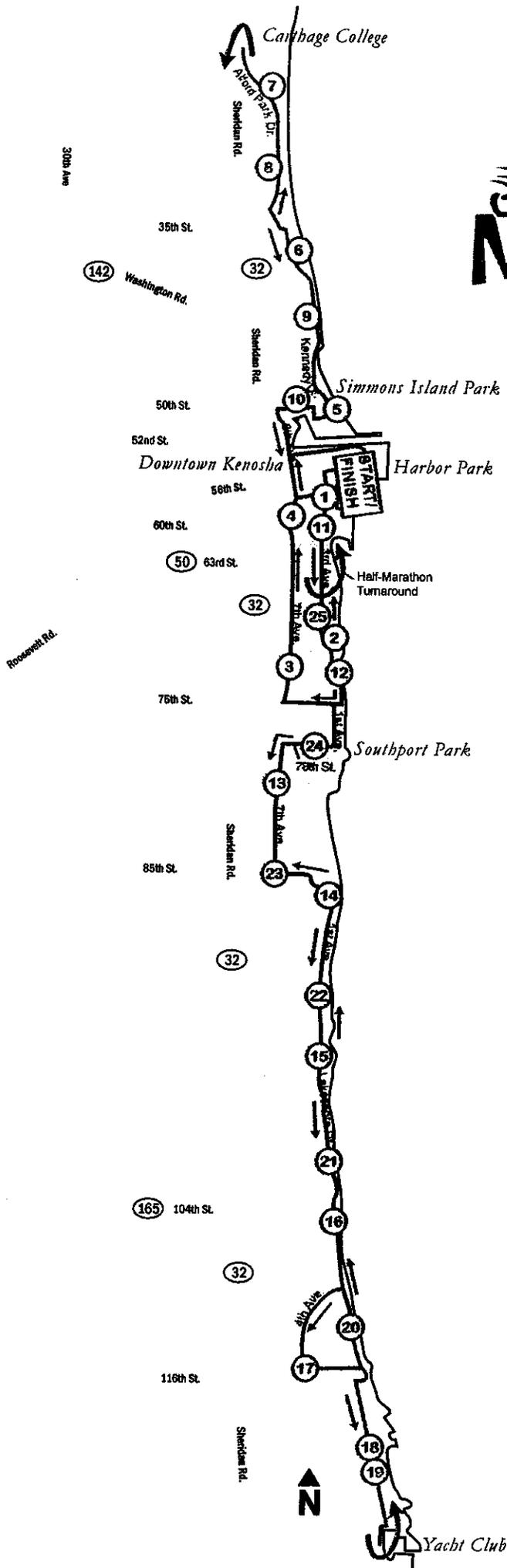
Sincerely,

Jonathan Cain
Race Director
Wisconsin Marathon
Phone: 847-675-0200 x210
Email: jcain@mychicagoathlete.com



Wisconsin MARATHON

the cheesiest



LAKE
MICHIGAN



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

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

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

March 5, 2009

To: G. John Ruffolo, Chairman
Public Works Committee

From: Ron Bursek, P.E. *RLB*
Director of Public Works *3/5/09*

Subject: Public Works, Waste Division Transfer Station Repair
(Ald. District #2)

*** * * For Information Only * * ***

BACKGROUND/ANALYSIS

The loading wall deflector at the solid waste transfer station on 50th Street is in need of repair, and Public Works Engineering is working with the Waste Division to rebuild it. The existing deflector is made up of 6" by 8" timbers which are beginning to show signs of deterioration. The proposed repair will consist of removal of the timber deflector and replacing it with a steel deflector, which will allow for a continuous smooth surface for the waste to fall into the trailers. This work is planned for construction beginning in late April 2009.

The proposed activity will require the Waste Division to shut down the transfer station operation for approximately 1 week while the old deflector is removed and replaced. The replacement deflector will be fabricated off-site and transported to the transfer station for installation. On-site work that requires the temporary shutdown consists of removing the old timber deflector, fastening the support brackets to the concrete back wall of the transfer station building, and field welding the new steel deflector in place. During shutdown, the solid waste transfer operation will be accomplished directly east of the transfer building in the open. Street Division crews will install a ramp utilizing large (2'x2'x6') concrete blocks to create a grade separation for filling the semi-trailers that transport solid waste to the landfill. A typical day requires four semi loads to go to the landfill, and this temporary arrangement will allow the solid waste transfer operation to continue. Continuous operation is necessary because the tipping floor inside the building holds only two days of waste. Once repairs are completed the ramp will be removed and the site restored, and all materials necessary for the ramp will be salvaged and reused. As part of this project, the Street Division will bring in a 13-foot high screening fence to minimize or prevent any debris from leaving the site.

RECOMMENDATION

For Information Only

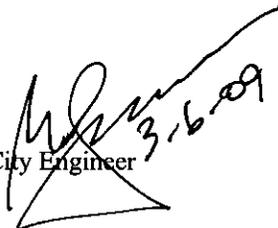
KKR:kkkr

March 6, 2009

TO: Ronald L. Bursek, P.E.
Director of Public Works

FROM: Michael M. Lemens, P.E.
Director of Engineering/City Engineer

SUBJECT: Project Status Report



Project #07-1110 Storm Water Utility – Staff is working with other communities in the region on the ROOT-PIKE WIN to coordinate educational and other water quality initiatives. Staff is proceeding with design work for the 2009 work program. Staff is continuing plan review and drainage complaint activities. (Citywide)

Project #08-1208 Sidewalk and Curb and Gutter Repair – [AZAR, LLC] Final landscaping will be completed in the springs. (Citywide)

Project #05-1416 Anderson Park Skate Board Park – Work on the base contract is complete. The local organization is evaluating ramp and other pre-manufactured structures. These will be purchased with private funds and donated to the skate park. (9)

Project #08-1409 Southport Beach House Restroom Renovations [Bane Nelson] – Work is in progress. (3)

Project #08-1215 Street Division Garage Fire Suppression System – [U.S. Fire Protection] Work is substantially complete. Final punchlist work required. (11)

Project #08-1015 New Road Construction – KAT Subdivision – [Reesman's] Work is in progress. (10)

PRIVATE DEVELOPER WORK