

**AGENDA
PUBLIC WORKS
COMMITTEE**

*****PLEASE NOTE CHANGE IN TIME OF MEETING*****

MONDAY, JUNE 3, 2013

ROOM 202

5:30 P.M.

***Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom***

***Scott N. Gordon
Patrick Juliana
G. John Ruffolo***

- A-1 Approval of minutes of regular meeting held on May 20, 2013.
- C-1 Request from Captain Mike's Kenosha Tavern, LLC (5118 6th Avenue) to pave the lawn park area on 51st Place. **(District 2)**
- C-2 Land use agreement between the City of Kenosha and Walkin' In My Shoes, Inc., d/b/a Seed To Harvest Community Garden for the purpose of temporarily allowing the use of City owned land to create a community garden.
- C-3 By Alderperson Jan Michalski – Proposed Ordinance to Amend Subsection 5.04 of the City of Kenosha Zoning Ordinance regarding Encroaching Structures in the Area Setback from a Major Street. *(referred on 5/20/13 Council Agenda) (City Plan Commission approved 7-0)*
- C-4 Award of Contract for Project 13-1016 Resurfacing Phase III (34th Avenue - 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue - 34th Street to 31st Street, 40th Street – Sheridan Rd to 8th Avenue) to Cicchini Asphalt, LLC (Kenosha, Wisconsin) in the amount of \$612,000.00. (\$519,500.00 resurfacing funds) **(Districts 1, 6, 9 & 14)**

INFORMATIONAL: Project Status Report

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

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

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

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, MAY 20, 2013
5:00 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 Monday, May 20, 2013 in Room 202 of the Municipal Building. The following members were present: Chairman Eric Haugaard, Vice Chairman Jan Michalski, Aldermen Steve Bostrom, Scott N. Gordon, Patrick Juliana, and G. John Ruffolo. The meeting was called to order at 5:26 PM. Staff members in attendance were Mike Lemens and Shelly Billingsley.

A-1 Approval of minutes of regular meeting held on May 6, 2013.

*It was moved by Alderman Bostrom, seconded by Alderman Michalski to approve.
Motion passed 6-0.*

C-1 Preliminary Report/Final Resolution for Project 13-1016 Resurfacing Phase III (34th Avenue - 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue). **(Districts 9 & 14) PUBLIC HEARING**

A public hearing was held, no one spoke. It was moved by Alderman Michalski, seconded by Alderman Juliana to approve. Motion passed 6-0.

C-2 Approval of Harborpark Sculpture Walk project selections. **(District 2)**

Natalie Strohm, 3318 86th Street and Alderman Chris Schwartz, 402 65th Street, Alderman of the district, spoke.

Alderman Michalski asked about the fragility of some sculptures. Alderman Ruffolo asked how funding was going for the Arts Fund Committee and if the City would be involved in installing the sculptures. Alderman Gordon asked about liability regarding vandalism or damage.

*It was moved by Alderman Michalski, seconded by Alderman Gordon to approve.
Motion passed 6-0.*

Alderman Juliana left the meeting.

C-3 By the Public Works Committee – Resolution of Intent to Assess for Project 13-1025 56th Street Resurfacing (56th Street – Sheridan Rd to 13th Avenue) for Hazardous Sidewalk and/or Driveway Approach Only. **(District 2)**

*It was moved by Alderman Michalski, seconded by Alderman Gordon to approve.
Motion passed 5-0.*

Alderman Gordon made a motion to take items out of order because Alderman Juliana stepped out of the meeting and he is the sponsor for items C-4 and C-5, seconded by Alderman Ruffolo. Motion passed 5-0.

C-6 By the Mayor – Resolution Authorizing the Director of Public Works to Apply for Financial Assistance for the Development of Recreational Boating Facilities.

(referred on 5/6/13 Council agenda) (Also referred to Finance Committee)

*It was moved by Alderman Michalski, seconded by Alderman Gordon to approve.
Motion passed 5-0.*

Alderman Juliana returned to the meeting.

- C-4 By Alderperson Patrick Juliana, Co-Sponsor Scott N. Gordon – Ordinance to Repeal and Recreate Subparagraph 1.03 D.5.a., and to Renumber, Amend, Create, or Repeal and Recreate Various Paragraphs of 1.03 E., Relating to Sponsorship and to Procedures to be Utilized for Consideration of New Ordinances and Resolutions. *(referred on 5/6/13 Council agenda) (Public Safety & Welfare Committee approved 4-0, Licensing/Permit Committee approved 4-0) (Also referred to Finance Committee)*
Alderman Bostrom said changing shall to may is rather significant and asked the sponsor for an explanation. Alderman Bostrom made a motion to defer. It was moved by Alderman Michalski, seconded by Alderman Gordon to take a five minute recess to see if a City Attorney was available. Motion passed 6-0. It was moved by Alderman Michalski, seconded by Alderman Gordon to go back into session. Motion passed 6-0. Assistant City Attorney, Bill Richardson answered questions regarding the proposed change. It was moved by Alderman Bostrom, seconded by Alderman Ruffolo to amend the word may to shall. Motion passed 6-0. It was then moved by Alderman Juliana, seconded by Alderman Gordon to approve as amended. Motion passed 6-0.
- C-5 By Alderperson Patrick Juliana, Co-Sponsors: Alderperson Scott N. Gordon, Alderperson Curt Wilson – Resolution to Establish a Definitive Procedure for Outside Requests to City Employees. *(referred on 5/6/13 Council agenda) (Public Safety & Welfare Committee approved 3-1, Licensing/Permit Committee approved 4-0) (Also referred to Finance Committee)*
It was moved by Alderman Gordon, seconded by Alderman Juliana to approve. Motion passed 4-2 with Aldermen Bostrom and Ruffolo voting no.
- C-7 Resolution by the Mayor – To modify the Table of Organization for the Department of Public Works and to Subsequently Modify the Compensation Plan for Non-Represented Managerial, Supervisory and Professional Employees. *(referred on 5/6/13 Council agenda) (also referred to Finance Committee)*
It was moved by Alderman Ruffolo, seconded by Alderman Michalski to approve. Motion passed 6-0.
- C-8 Distribution Utility Easement between the City of Kenosha, We Energies, Time Warner Entertainment Company and AT&T for a Permanent Easement at approximately 11600 75th Street (Gateway Center Park/Phil Sander Nature Center) **(District 16)** *(referred on 5/6/13 Council agenda) (Park Commission approved 4-0) (City Plan Commission recommendation pending)*
It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 6-0.
- C-9 Project 13-1015 Resurfacing Phase II (26th Avenue - 34th Street to 31st Street, 40th Street – Sheridan Rd to 8th Avenue) recommendation to reject bid and include in Project 13-1016 Resurfacing Phase III. **(Districts 1 & 6)**
It was moved by Alderman Ruffolo, seconded by Alderman Gordon to approve staff recommendation. Motion passed 6-0.
- C-10 Approval of Administrative Authority to approve Lawn Park Restoration relating to utility repairs.
It was moved by Alderman Ruffolo, seconded by Alderman Michalski to approve. Motion passed 6-0.

INFORMATIONAL:

1. National Public Works Week May 19 – 25, 2013
2. Project Status Report

ALDERMAN COMMENTS: Alderman Ruffolo said the Committee needs to look at why only one or two bidders are bidding on some projects.

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 6:18 pm.*



C-1

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

May 31, 2013

To: Eric Haugaard, Chairman
Public Works Committee

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

Subject: *Request to pave Lawn Park Area on 51st Place at 6th Avenue
5118 6th Avenue – Mike Cholak, Captain Mike's Kenosha Tavern, LLC*

BACKGROUND/ANALYSIS

6th Avenue in front of Captain Mike's Tavern was part of the Harborside Streetscape project a number of years ago, and the business has taken advantage of that to grow their outdoor dining business. More recently, they have experienced great difficulty trying to maintain the lawn park area on the 51st Place side of the corner lot on which the establishment is located. The business owners would like to eliminate the mud problem in the grassy area of the lawn park. They also would like to install some bike racks to accommodate patrons who arrive by bicycle. Concurrently, the owners are applying for a permit to expand their outdoor extension, but the request for paving the lawn park area is independent of the outdoor dining. This request is to remove the sod and replace it with concrete and an aesthetically consistent enhancement that will match as closely as possible to the streetscape treatment that exists on the 6th Avenue side of the business. They are proposing stamped concrete to mimic the brick pavers so that they can mount bike racks similar to those used elsewhere in the Harborside corridor.

RECOMMENDATION

Recommend that the petition be approved for replacing the existing sodded lawn park area with concrete and aesthetic treatment similar to the Harborside streetscape treatments on 6th Avenue and other nearby properties, with jointing patterns and spacing to match so as to provide a consistent appearance. The property owner would be responsible for any costs.

Cc: Ald. Schwartz, District 2

MML

May 30, 2013

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

Department of Public Works

625 52nd Street, Kenosha, WI 53140

Dear Mr. Lemens,

Attached please find documentation related to the proposal by the ownership of Captain Mikes Kenosha Tavern, LLC to cement the North easement of our property located at 5118 6th Avenue. The reason for our proposal is to improve the aesthetics of our property and to prepare this side of the property for an expansion of our outdoor café area.

We believe that by following the guidance and specifications of the city that the current grass and dirt area on the North side of our property will look much better by cementing the area in a pattern similar to the rest of the downtown area. Currently, we cannot keep grass growing in this easement as people continually walk over this area. Most of the year, this area is simply dirt and mud.

As mentioned above, our request to cement this area is also to prepare this area for an expansion of our outdoor café area. With that said, we ask that you consider our request regardless of our success on getting approval to expand our outdoor café area. Even if we are unsuccessful on getting the city's approval to expand our outdoor café, we would like to move ahead with our cement proposal simply due to the fact that it will improve the aesthetics of our property and of the downtown area. While we would be disappointed if we are unable to get approvals from the city on new café appurtenances in this area of our property, we would still like to go ahead with the cementing project.

Our request to cement this area consists of the removal and disposal of all grass and black dirt and pour 4" concrete with a wire and fiber-mesh reinforcement. We would like to do stamped concrete on approximately 91 square feet of the Northeast portion of this easement and regular concrete on the rest of this area cut in a pattern similar to the East side of the property. The reason for doing unstamped concrete on the remainder of this area is so that we can properly install two bikes racks in this area of a style similar to what is seen in the rest of the downtown area. See attached proposal.

There is one area of concern in this easement that we would be willing to address in any manner agreeable to the city. There is a telephone pole and some reinforcement wires within this easement. Our preference is to simply cement around this area. If the city would like us to install a small fence around this pole or mark this area in a different matter, we will comply.

Thank you for considering our request. Attached I have the proposal from Westosha Concrete, a rendering of the area, and pictures of the same. If you need any other information to approve our request, please contact me at 262-620-0317.

Sincerely,

Mike Cholak

Member, Captain Mikes Kenosha Tavern LLC

WESTOSHA CONCRETE, LLC

P.O. Box 94

Salem, Wisconsin 53168

(262) 843-3501 • 7:00 - 9:30 p.m. for Dave

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO <i>Mike Schutte</i>		PHONE <i>Manager</i> <i>Mike Schutte (262) 620-0317</i>	DATE <i>5/24/13</i>
STREET <i>5118 6th Ave</i>		JOB NAME <i>Capt Mike's</i>	
CITY, STATE AND ZIP CODE <i>Kenosha WI</i>		JOB LOCATION <i>Corner 51st Pl + 6th Ave</i>	
ARCHITECT	DATE OF PLANS <i>5/24/13</i>	JOB PHONE	

We hereby propose to furnish materials and labor necessary for the completion of:

Remove all Grass + Black dirt and dispose of. Concrete is 4" thick with wire + 1/2" bar mesh reinforcement. Concrete is a 6-bag mix, 98% to clear-free mix. Gravel base is installed and compacted. A.C. Concrete is sealed. Expansion is installed around sidewalk and curb.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Two thousand three hundred and ninety five dollars (\$ *2395.00*)

Payment to be made as follows:

½ Payment At Start Of Job.

All material is guaranteed to be as specified. All work to be completed in substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

All concrete and materials are the property of Westosha Concrete until work is finished and full payment is received upon agreement.

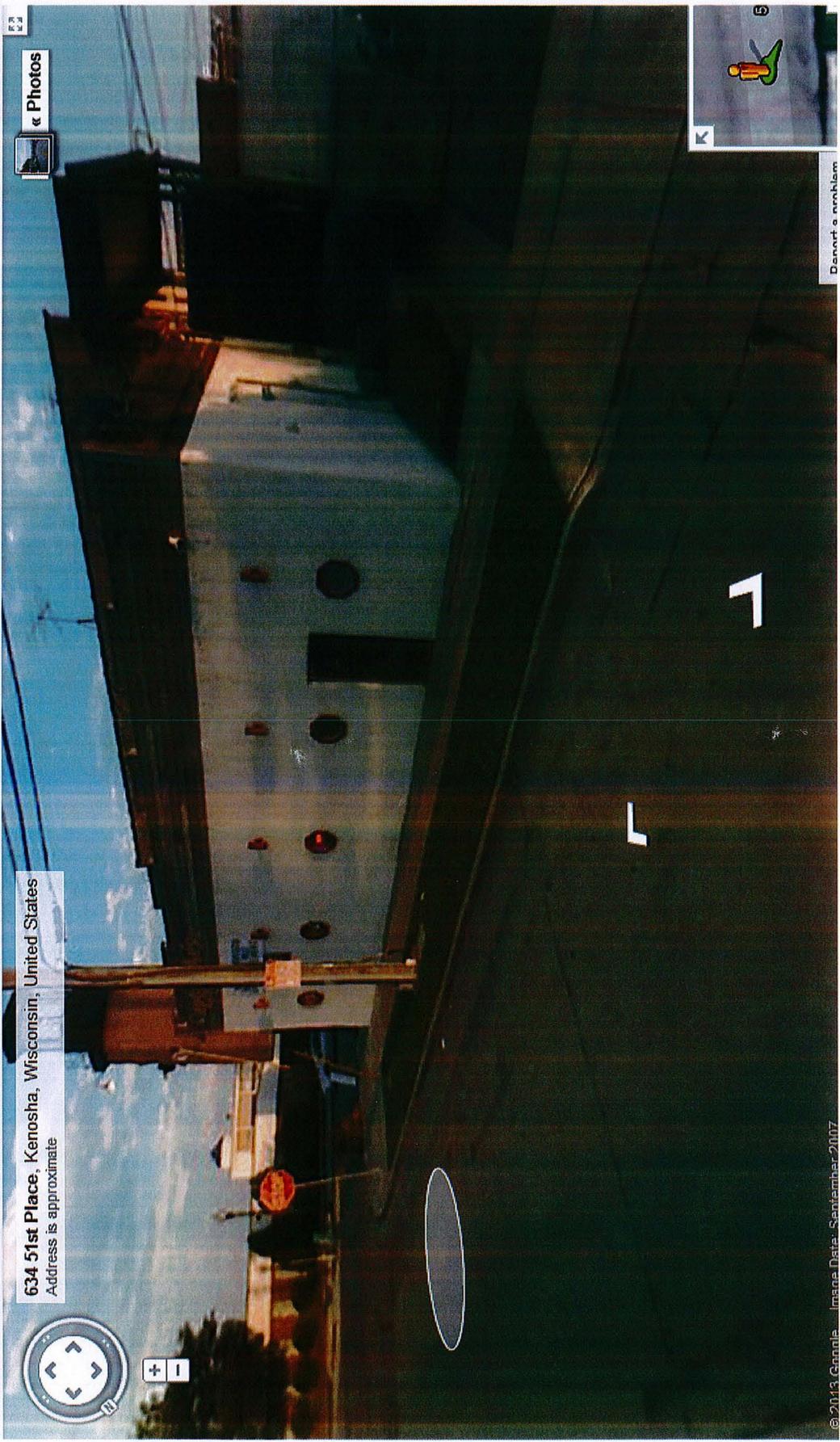
Authorized Signature: *Ronald J. [Signature]*

Note: This proposal may be withdrawn by us if not accepted within *90* days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature: _____

Date of Acceptance: _____ Signature: _____



634 51st Place, Kenosha, Wisconsin, United States
Address is approximate

Photos

Don't a problem

© 2013 Google. Image Date: September 2007

AGREEMENT

By And Between

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

And

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

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

RECITALS:

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

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

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

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

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

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

A. CITY AGREES AS FOLLOWS:

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

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

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

B. GARDEN agrees as follows:

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

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

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

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

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

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

7. **GARDEN** agrees to design the garden.

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

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

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

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

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

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

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

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

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

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

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

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

C. PROPERTY DESCRIPTION.

See Exhibit A attached hereto and incorporated herein.

D. TERM.

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

E. USE.

No illegal plants or planting materials are permitted.

F. INSURANCE.

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

(a) **Commercial General Liability:**

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

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

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

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

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

G. INDEMNITY/HOLD HARMLESS.

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

H. RESTORATION OF PROPERTY.

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

I. RIGHT OF ACCESS.

CITY shall have right of access at all times.

J. MODIFICATION OF AGREEMENT.

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

K. TERMINATION.

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

L. NOTICES.

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

If to **CITY**:

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

with copies to:

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

If to **GARDEN**:

M. SEVERABILITY.

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

N. NEGATION OF JOINT VENTURE.

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

O. APPLICABLE LAW.

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

P. ENTIRE AGREEMENT.

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

This Agreement will be executed as follows:

By **CITY** on the _____ day of _____, 2013

KEITH G. BOSMAN, Mayor

DEBRA SALAS, Clerk/Treasurer

By **GARDEN** on the _____ day of _____, 2013.

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

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

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

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

Containing 3.94 Acres of land, more or less.

EXHIBIT A PAGE 2 K. A.T. SUBDIVISION

BEING A REDIVISION OF ALL OF LOT 2 AND LOT 3 OF CERTIFIED SURVEY MAP No. 2490, RECORDED AS DOCUMENT No. 14474521 OF PART OF PARCEL 1 AND ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 1854, RECORDED AS DOCUMENT No. 10063511 OF PART OF THE LAND RECORDED IN WARRANTY DEED, VOLUME 53, PAGE 141 ON FEBRUARY 10, 1903; AND OF ALL OF THE LAND RECORDED AS PARCEL 11 IN WARRANTY DEED, DOCUMENT 1006618 ON NOVEMBER 8, 1951; ALL BEING RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE, AND BEING IN THE NORTHEAST QUARTER, THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER, SECTION 25, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NORTH ARROW AND BEARINGS ON THIS PLAT REFER TO GRID NORTH, WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE (14AD-27), AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST AS BEARING N 89° 30' 36"

SEE LEGEND AND NOTES ON SHEET 3 OF 3

07-222-25-326-003 UNPLATTED LANDS

07-222-25-326-006 UNPLATTED LANDS

07-222-25-327-001 UNPLATTED LANDS

REMAINDER OF WEST PART OF 35TH AVENUE RIGHT-OF-WAY HAS BEEN ACQUIRED BY THE CITY OF KENOSHA FROM LOCAL UNION 72, I.A.M. BUILDING CORPORATION WARRANTY DEED DOC. 1548809

07-222-25-327-001 OWNED BY CITY OF KENOSHA U.A.W. BUILDING CORPORATION WARRANTY DEED DOC. 1548809

REVISIONS 65-08
DEC 11 1959 9352

UNPLATTED LANDS

DEPARTMENT OF ADMINISTRATION

There are no objections to this plat with respect to Secs. 236.16, 236.18, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified April 24TH 2008

Renee M. Poup
Department of Administration

C. S. M. 2490 LOT 1

07-222-25-351-021 OWNED BY CITY OF KENOSHA (EXTENDS WEST TO 39TH AVENUE)

NOTE: STORM SEWER EASEMENTS THRU LOTS 10, 11, 30, 31, 41, 64, 65 AND 90 ARE SHOWN IN DETAIL 1-D ON SHEET 2

07-222-25-351-024 OWNED BY CITY OF KENOSHA (EXTENDS WEST TO 39TH AVENUE) LOT 4

07-222-25-351-002 OWNED BY WE ENERGIES

07-222-25-351-003 UNPLATTED LANDS

07-222-25-351-011 UNPLATTED LANDS

07-222-25-351-010 UNPLATTED LANDS

07-222-25-351-009 UNPLATTED LANDS

07-222-25-351-008 UNPLATTED LANDS

07-222-25-351-007 UNPLATTED LANDS

07-222-25-351-006 UNPLATTED LANDS

07-222-25-351-005 UNPLATTED LANDS

07-222-25-351-004 UNPLATTED LANDS

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City of Kenosha

General Location Map



-  Area Subject to Agreement
-  Community Garden Property



EXHIBIT B

CITY OF KENOSHA

RELEASE AGREEMENT

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

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

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

Adult Name (please print)

Signature

Date

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	May 23, 2013	Item #4
By Alderperson Jan Michalski: To Amend Subsection 5.04 of the City of Kenosha Zoning Ordinance regarding Encroaching Structures in the Area Setback from a Major Street. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Areas within a major street setback

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority. This ordinance has also been referred to Public Works Committee.

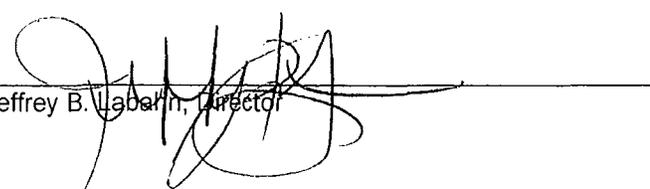
ANALYSIS:

- Under the current ordinance fences and signs would not be permitted within the major street setback unless the owner enters into a major street back restriction agreement. The proposed ordinance would exempt fences and signs from the major street setback requirement and agreement. They would still need to meet all other requirements.

RECOMMENDATION:

A recommendation is made to approve the amendment.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labarín, Director

ORDINANCE NO. _____

SPONSOR: ALDERPERSON JAN MICHALSKI

TO AMEND SUBSECTION 5.04 OF THE CITY OF KENOSHA
ZONING ORDINANCE REGARDING ENCROACHING
STRUCTURES IN THE AREA SETBACK FROM A MAJOR
STREET

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

Section One: Paragraphs 5.04 B., C. and D. of the Zoning Code for the City of Kenosha, Wisconsin are re-lettered as 5.04 C., D., and E., respectively.

Section Two: Paragraph 5.04 B of the Zoning Code for the City of Kenosha, Wisconsin is hereby created as follows:

B. Exemption. Fences and signs constructed or erected pursuant to all applicable, valid permits are exempt from the prohibitions on locating structures between the street right of way and the setback line of a major street.

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

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

be a straight line extending westerly six hundred nine (609') feet from a point forty (40') feet from the base line at the west line of Pershing Boulevard to a point that is sixty-three (63') feet from the base line; the setback line on the south side of the street shall be a straight line extending westerly two hundred seventy-two (272') feet from a point eighty (80') feet from the base line and one hundred twenty (120') feet south from the southeast corner of the aforesaid lot 65, to a point that is 71.14 feet south from the base line.

From a point six hundred nine (609') feet west of the west line of Pershing Boulevard to the west line of the Southeast Quarter of Section 2, Town 1 North, Range 22 East, the setback line on the north side of the street shall be sixty-three (63') feet. From a point two hundred seventy-two (272') feet west of a point one hundred twenty (120') feet south from the southeast corner of the aforesaid lot 65, westerly to the west line of the Northeast Quarter of Section 11, Town 1 North, Range 22 East, the setback line on the south side of the street shall be 71.14 feet. From the west line of the Southeast Quarter of Section 2, Town 1 North, Range 22 East, to the west line of the Southwest Quarter of Section 2, Town 1 North, Range 22 East, the setback line on the north side of the street shall be the existing right-of-way line on said major street. From the west line of the Northeast Quarter of Section 11, Town 1 North, Range 22 East, to the west line of the Northwest Quarter of Section 11, Town 1 North, Range 22 East, the setback line on the south side of the street shall be the existing right-of-way line on said major street. From the west line of the Southwest Quarter of Section 2, Town 1 North, Range 22 East, to the west line of the Southeast Quarter of Section 3, Town 1 North, Range 22 East, the setback line on the north side of the street shall be seventy-six (76') feet. From the west line of the Southeast Quarter of Section 3, Town 1 North, Range 22 East, westerly to the center line of State Highway Number 31, the setback on the north side of the street shall be a straight line extending westerly from a point on the west line of the Southeast Quarter of Section 3, Town 1 North, Range 22 East which is seventy-six (76') feet north from the base line to a point on the center line of State Highway Number 31, said point being ninety (90') feet northerly along said center line from the intersection of said center line with the base line of 75th Street. From the Northwest Quarter of Section 11, Town 1 North, Range 22 East, to the center line of State Highway Number 31, the setback line on the south side of the street shall be ninety (90') feet. From the center line of State Highway Number 31 to the most western corporate limits of the City of Kenosha, the setback line on both sides of the street shall be determined upon annexation to or consolidation with the City of Kenosha.

16. State Highway Number 31, the setback line shall be ninety (90') feet from the base line.

B. Extensions of Setback Lines on Major Streets Due to Annexations. The setback lines on any major street as designated under §5.03 A. of this Ordinance, shall be extended to include any continuation of such major street or parts thereof which results from any annexations to or consolidations with the City of Kenosha subsequent to the effective date of this Ordinance. Such continuation of the setback line on any major street shall extend to any new corporate limits established by such annexation or consolidation as described in §5.01 B. of this Ordinance, and shall be measured from the base lines as described in §5.02 A. of this Ordinance.

5.04 Construction of Structures within the Area Setback from Major Streets.

A. Intent. Prior to enactment of this Subsection 5.04 there existed a prohibition on any construction of an encroaching structure to be located between the street right of way and the setback line of any major street. It is the intent of this Subsection 5.04 to allow limited construction of what would otherwise have been a prohibited encroaching structure within that area between the street right of way and the setback line of any major street, subject to conditions and consistent with the general purpose stated in Subsections 1.03 and 1.04 of the Zoning Ordinance.

B. Conditions Necessary to Grant the Special Exception. Construction of the encroaching structure within the area located between the right of way in a major street and the setback line of any major street, which construction is prohibited by other provisions of this Zoning Ordinance, may be allowed as a special exception by the Common Council subject to the following conditions:

1. a joint application for the special exception must be signed by all of the fee title owners to the

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

property, who will hereinafter be collectively termed "applicant", containing the following:

a. scale drawings in plan view and appropriate elevation views of the encroaching structure; the plan view must show the location of the encroaching structure on the property, specifically showing dimensions with respect to other existing and proposed structures on the property and the adjacent setback lines of a major street; nevertheless, the filing of drawings required herein does not obviate the need to provide other drawings associated with a review of a conditional use permit application, a site plan review, a building permit, or other required permit;

b. a statement in a form that is legally enforceable by the City through injunctive relief that the encroaching structure will be built according to the drawings, and once constructed, with the exceptions of the removal of the entirety of the structure or a modification approved by the City Plan Commission to the exterior of the structure, the applicant will not allow modifications to the exterior of the encroaching structure;

c. a deed restriction in the form attached to and incorporated into the application, addressing those issues required in paragraph B.2; and

d. evidence of payment by the applicant to the City Clerk of a special exception application fee, the amount of which fee having been established by the Common Council from time to time by resolution, to cover the cost of processing the application and recording the deed restriction.

2. a deed restriction in recordable form that has been approved by the Office of the City Attorney, that has been executed by the applicant, and that contains provisions addressing the following:

a. the deed restriction is for the benefit of the City of Kenosha, is enforceable by the City, and may only be released by the City of Kenosha;

b. the applicant and subsequent property owners will not allow modification to the exterior of the encroaching structure, unless the modification is removal of the entirety of it or unless the modification is approved by the City Plan Commission;

c. the applicant and subsequent property owners will not allow an occupiable space to be created below the grade of the encroaching structure;

d. the applicant and subsequent property owners will not allow sanitary sewer and/or water service to be provided to any portion of the encroaching structure; and

e. as one of the purposes of prohibiting construction of an encroaching structures in the area between the right of way and the setback line to a major street is to minimize the cost to the public for ultimate expansion of the major street, the deed restriction will require that within thirty (30) days of notification by the City through any means of service of process recognized by then-prevailing Wisconsin law to the fee title owner of the property at the time of the notice that the major street will be widened, the fee title owner of the property will remove the encroaching structure without cost to the City; moreover, should the applicant or their successors-in-interest otherwise be entitled to compensation for other structures or lost business for enforcement of an eminent domain right, the applicant and their successors-in-interest waive compensation for any damages associated with the encroaching structure, such waiver shall specifically include costs for the use, lost business, or relocation of the encroaching structure.

3. Such other conditions that the Common Council deems necessary.

C. Grant of Special Exception. In its consideration of whether to grant the special exception, the Common Council must: (1) hold a public hearing whereby the Common Council may hear from the applicant and the public; (2) consider the reports of the Police Department, Fire Department, the Department of Public Works, and the Department of Community Development and Inspections as to the propriety of the construction of the proposed encroaching structure; (3) the recommendations made by the City Plan Commission within 45 days of referral to it regarding the propriety of the encroachment, the sufficiency of the deed restriction, and/or other factors the Commission deems should be considered by the Common Council; and (4) have determined to accept the language of the deed restriction, either as proposed by the applicant or as amended by the Common Council.

D. Conditions Subsequent to the Grant of the Special Exception. Prior to the issuance of the special exception and prior to the issuance of any required building permit for construction of the encroaching structure, the executed deed restriction with the language accepted by the Common Council

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

must be recorded with the Register of Deeds.

C-4



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

May 29, 2013

To: Eric J. Haugaard, Chairman, Public Works Committee
 Patrick A. Juliana, Chairman, Stormwater Utility Committee

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

Subject: Project: 13-1016 Resurfacing Phase III
 Base Bid: 34th Avenue - 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue
 Alternate 1: 26th Avenue - 34th Street to 31st Street
 Alternate 2: 40th Street – Sheridan Rd to 8th Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate including storm sewer was \$620,000.00. Budget amount is \$1,000,000.00 for all resurfacing projects and \$960,000.00 for all storm sewer projects.

This project consists of full depth saw cutting, removing and replacing concrete curb and gutter, sidewalk and driveway approaches, replacing storm sewer inlets, leads and manholes, concrete and asphalt milling, excavation, curb ramps with detectable warning fields, traffic control and landscaping.

Following is the list of bidders:

	Cicchini Asphalt Kenosha, WI	Stark Asphalt Milwaukee, WI	A.W. Oakes & Son Racine, WI
Base Bid Resurfacing	\$328,644.90	\$338,037.50	\$346,369.50
Base Bid Storm Sewer	\$57,814.50	\$77,556.00	\$74,060.00
Base Bid Total	\$386,459.40	\$415,593.50	\$420,429.50
Alternate 1 Resurfacing	\$90,140.40	\$103,799.90	\$103,361.10
Alternate 1 Storm Sewer	\$26,463.50	\$35,348.00	\$32,550.00
Alternate 1 Total	\$116,603.90	\$139,147.90	\$135,911.10
Alternate 2 Resurfacing	\$53,694.82	\$61,581.85	\$66,370.70
Alternate 2 Storm Sewer	\$0.00	\$0.00	\$0.00
Alternate 2 Total	\$53,694.82	\$61,581.85	\$66,370.70
Resurfacing Total	\$472,480.12	\$503,419.25	\$516,101.30
Storm Sewer Total	\$84,278.00	\$112,904.00	\$106,610.00

It is recommended that this contract be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin, for total award amount of \$612,000.00.

The resurfacing bid amount of \$472,480.12 plus \$47,019.88 in contingency for unforeseen conditions (if needed), for a total of \$519,500.00, funding is from CIP Line Item IN-93-002; the storm sewer bid amount of \$84,278.00 plus \$8,222.00 in contingency for unforeseen conditions (if needed), for a total of \$92,500.00, funding is from CIP Line Item SW-95-001.

SAB/kjb

May 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: Public Works Project Status Report

- Project #08-1443 – Bike Path Extensions** – Project design is nearly complete. City is waiting for WisDOT approval. (16)
- Project #09-1413 – Washington Park Velodrome Facility** – [Rasch] Railing is remaining. (6)
- Project #11-1416 - Petzke Park Mass Grading** – [BCF Construction] Final punchlist items. (1)
- Project #09-1121 - Forest Park Evaluation** – Staff has sent final comments to Strand for storm sewer section of report. (1)
- Project #10-1126 - Wetland Mitigation Bank** - [Wetlands and Waterways Consulting LLC] Staff is working with the DNR regarding comments with the recent submittal. (16)
- Project #10-1131 - River Crossing Swale Restoration** – [Applied Ecological Services] Future maintenance will be completed in spring. (17)
- Project #11-1128 - Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is currently reviewing a draft report. (2 and 7)
- Project #11-1125 - Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – Punchlist Items remain.(1 and 6)
- Project #12-1015 - Lincoln Road Resurfacing** – Punchlist items remain. (13)
- Project #11-2013 - Harbor and Marina Dredging** – [Ruekert Mielke] Seeding Restoration is being evaluated (2).
- Project #12-1420 - Shagbark Trail Development** – [SAA] Bids have been received. (10)
- Project #12-2032 - Underground Storage Tank Area Interim Action at KEP** – [Veit] Closeout Paperwork is being completed by contractor. (7)
- Project #12-1414 - Anderson Pool Splashpad** – [Sherrer] Startup is scheduled for late May. (9)
- Project #12-1013 - CDBG Resurfacing** – [Cicchini]. Punchlist items remain. (2, 3, 8, 12)
- Project #12-1027 - Epoxy Pavement Markings** [Century Fence] Work is restarting. (City Wide)
- Project #12-1423/12-1427 Sunrise Park Trail and Phase I Development-** [BCF] Punchlist Items Remaining and Playground equipment is being scheduled. (5)
- Project #12-1430 - Alford Park Warehouse Demolition** – [Earth Construction] Contractor is on site. (1)
- Project #11-1025 - 122nd Avenue – 71st Street to 74th Street** – [AW Oakes] Bids have been received and staff is working on coordinating with WisDOT. (Stormwater Utility funding also) (16)
- Project #13-1208 - Sidewalk and Curb and Gutter** – Project is beginning. (Stormwater Utility funding also) (Citywide)
- Project #13-1417 - Tree Removal** – Project will begin in May. (Parks funding) (Citywide)
- Project #13-1015 – Resurfacing Phase II** – Requesting Rejection of Bids due to funding. (SWU funds for Storm Sewer) (1 and 6).
- Project #13-1016 Resurfacing III** – Bids have been received pending committee and council approval low bid Cicchini. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue].
- Project #13-1412 Simmons Field** – Bids have been received pending Committee and Council approval low bid Camosy.
- Design Work (Public Works)** – Staff is working the following projects: Website Design, GPS Data Forms, Resurfacing Phase I (Lincoln Road intersections at 22nd and 76th Street and 28th Avenue and 70th Street from 39th to 40th Avenue), III (34th Ave from 86th Place to 88th Street, 44th Avenue South of 87th Place and 87th Place West of 42nd Ave), and CDBG, Crackfilling 2013, 60th Street from 39th Avenue to 30th Avenue, 56th Street from Sheridan Road to 13th Avenue, 47th Avenue from Washington to 18th Street (Design), Pavement Markings 2013, Equipment Specifications, Simmon’s Library Limestone Repair & Construction, North Side Library Parking Lot Replacement, and Overpass Painting Phase III, including SWU Projects and Parks Projects.