

****PLEASE NOTE THE CHANGE IN TIME****

AGENDA PUBLIC SAFETY & WELFARE COMMITTEE MEETING Kenosha Municipal Building - Room 204 Monday, June 29, 2015 - 5:30 pm

Chairman: Rocco J. LaMacchia, Sr **Vice Chairman:** Jack Rose
Aldersperson: Kurt Wicklund **Aldersperson:** Scott N. Gordon
Aldersperson: Keith W. Rosenberg

Call to Order Roll Call

Approval of the minutes of the meetings held on June 1, 2015, June 8, 2015, and June 15, 2015.

1. Request from Patrick Zuchowski Installation of Obstruction (*Planter Box*) in the Public Right-of-Way at 6606 32nd Avenue. (*District 8*) (*Deferred from the meetings on 4/27/15, 5/11/15 & 6/8/15*)
2. Aldermanic Request for a 3-Way Stop to be added at the Intersection of 80th Street and 60th Avenue. (*District 14*) (*Staff recommends denial*)
3. Aldermanic Request for a Westbound Yield Sign on 78th Street at the Intersection with 70th Avenue (*District 14*) (*Staff recommends 90-day Trial*)
4. Previous trial for the removal of the Parking Restrictions on 28th Avenue South of 60th Street. (*District 3*) (*Staff recommends approval*)

DISCUSSION ITEM:

1. Calls of Service

CITIZEN COMMENTS/ALDERPERSON COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW PERTAINING TO PUBLIC SAFETY& WELFARE MATTERS AS AUTHORIZED BY LAW

IF YOU ARE DISABLED AND NEED 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 SAFETY & WELFARE COMMITTEE
Minutes of Special Meeting held Monday, June 1, 2015

A special meeting of the Public Safety & Welfare Committee was held on Monday, June 1, 2015 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 6:47 pm by Acting Chairman Rose.

At roll call, the following members were present: Alderpersons Wicklund, Gordon and Rosenberg. Chairman LaMacchia was excused. Staff members in attendance were Shelly Billingsley, Acting Director of Public Works/City Engineer; and Police Chief John Morrissey.

1. BJA FY 2015 Edward Byrne Memorial Justice Assistance Grant (*JAG*) Program Intergovernmental Agreement by and between the City of Kenosha, Wisconsin and the County of Kenosha, Wisconsin. (*Also referred to Finance Committee*)
Staff: Police Chief John Morrissey spoke.
It was moved by Alderperson Wicklund, seconded by Alderperson Gordon, to approve.
Motion carried unanimously.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:51 pm.

PUBLIC SAFETY & WELFARE COMMITTEE
Minutes of Meeting held Monday, June 8, 2015

A meeting of the Public Safety & Welfare Committee was held on Monday, June 8, 2015 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman LaMacchia.

At roll call, the following members were present: Alderpersons Wicklund, Rose, and Rosenberg. Alderperson Gordon was excused. Staff members in attendance were: Shelly Billingsley, Acting Director of Public Works/City Engineer; Police Chief John Morrissey; Deputy Police Chief Dan Miskinis; Rich Schroeder, Deputy Director of Community Development and Inspections; Pat Ryan, Division Chief Fire Prevention Bureau; Paul Murphy, Fire Lieutenant; Bill Richardson, Assistant City Attorney; Police Officer Andrew Skowronski and Alderperson Curt Wilson.

It was moved by Alderperson Rosenberg, seconded by Alderperson Rose, to approve the minutes from the meeting held on Monday, May 11, 2015. Motion carried unanimously.

1. Application for Carmichael & Associates, Inc., for a Carnival License on July 2-5, 2015 in City of Kenosha Marina Site at 5901 3rd Avenue. (*District 2*)
Staff: Shelly Billingsley spoke.
Public Hearing: Frank Carmichael was present for questions.
Staff: Police Chief John Morrissey spoke.
It was moved by Alderperson Wicklund, seconded by Alderperson Rose to approve. Motion carried unanimously.
2. Request from Patrick Zuchowski Installation of Obstruction (*Planter Box*) in the Public Right-of-Way at 6606 32nd Avenue. (*District 8*) (*Deferred from the meetings on 4/27/15 & 5/11/15*)
Staff: Shelly Billingsley and Attorney Bill Richardson spoke.
Public Hearing: Patrick Zuchowski spoke.
It was moved by Alderperson Rose, seconded by Alderperson Rosenberg to defer for two weeks. Motion carried unanimously.
3. Aldermanic Request for the Restriction of Parking on the West Side of 27th Avenue from Roosevelt Road to 67th Street (*District 8*) (*Staff recommends 90-Day Trial*)
Staff: Shelly Billingsley spoke.
Public Hearing: No one
It was moved by Alderperson Rosenberg, seconded by Alderperson Rose to approve. Motion carried unanimously.
4. Ordinance by the Mayor - To Renumber Sections 9.28 and 9.29 and to Create Section 9.28 (*of the Code of General Ordinances*) Regarding Structural Interference With Public Safety Radio Communication. (*Referred from Council on 5/18/15*)
Rich Schroeder made a correction typo on page 2 C.2. second sentence C.4. should be C.3.
Staff: Deputy Police Chief Dan Miskinis, Fire Lieutenant Paul Murphy, Rich Schroeder, Police Chief John Morrissey, and Attorney Bill Richardson spoke.
It was moved by Alderperson Rose, seconded by Alderperson Rosenberg, to defer for one week and have a special meeting before Council. Motion carried unanimously.

ALDERPERSON COMMENTS: Alderperson Rose spoke about today being the 6th Crisis Intervention Team Training. Alderperson Rosenberg commented that road construction season is starting. He mentioned that 85th Street will be under construction right after school ends and that 52nd Street repair is going on.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 5:35 pm.

PUBLIC SAFETY & WELFARE COMMITTEE
Minutes of Meeting held Monday, June 15, 2015

A meeting of the Public Safety & Welfare Committee was held on Monday, June 15, 2015 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 6:46 pm by Acting Chairman Rose.

At roll call, the following members were present: Alderpersons Wicklund, and Gordon. Staff members in attendance were: Michael Lemens, Director of Public Works; Shelly Billingsley, Deputy Director of Public Works/City Engineer; Police Chief John Morrissey and City Attorney Ed Antaramian.

1. Ordinance by the Mayor - To Renumber Sections 9.28 and 9.29 and to Create Section 9.28 *(of the Code of General Ordinances)* Regarding Structural Interference With Public Safety Radio Communication. *(Referred from Council on 5/18/15) (Deferred from the meeting on 6/8/15)*
It was moved by Alderperson Gordon, seconded by Alderperson Rosenberg, to approve.
Staff: Police Chief Morrissey spoke.
Motion carried unanimously.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:47 pm.



June 25, 2015

To: Rocco J. LaMacchia Sr., Chairman
Committee on Public Safety and Welfare

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

CC: Bill Richardson (Attorney's Office)

Subject: ***Request from Patrick Zuchowski – Installation of obstruction (planter box) in Public Right-of-Way at 6606 32nd Avenue (deferred from the meetings of 4/27/15, 5/11/15 & 6/8/15)***

BACKGROUND INFORMATION

City staff had become aware of unpermitted construction in the Public Right-of-way immediately in front of the property located at 6606 32nd Avenue in the form of a 30 foot long by 4 foot wide brick planter box constructed 12-inches high. Construction in the public right-of-way is not allowed unless approved and permitted by the city. Regarding construction of this type, the permit required and the conditions of approval are defined in Code of General Ordinances 5.045 Banners, Signs, Decorations and Obstruction in the Public Right-of-Way.

On December 16, 2014 Public Works Department sent Patrick Zuchowski, owner and resident of property, a letter information him of City Ordinance 5.045 and requested that the application form be filled out and returned to the City.

On March 27, 2015, Patrick Zuchowski came to the Public Works office to find out what application he needed to fill out and completed the application at the Public Works Administration counter, with the exception of the insurance requirement.

On May 15, 2015 this obstruction was brought forth to Committee on Public Safety and Welfare deferring action until Alderman Wicklund could meet with the homeowner and the insurance requirements be supplied.

On May 22nd Alderman Wicklund visited the property to see if the 2 foot setback from the face of the curb could be obtained pursuant to the Code of General Ordinance 5.045, Section D, Paragraph 2. Alderman Wicklund provided photos of the area in question supplied at the June 8th meeting.

On June 10, Staff received Patrick Zuchowski's Liability Insurance and City Attorney Bill Richardson responded by email that it meets the requirements. On June 22, Mr. Zuchowski signed the agreement & supplied a drawing showing the 2 ft setback he will comply with if approved.

RECOMMENDATION

Staff recommends approval, if property owner moves the planter box to the 2 foot setback from the face of the curb as designated in the Code of General Ordinance 5.045, Section D, Paragraph 2, as shown on Mr. Zuchowski's plan.

APPLICATION FORM AND INDEMNITY & HOLD HARMLESS AGREEMENT

Banners, Signs, Decorations & Obstructions in Public Right-of-Ways

(Ordinance No. 5.045)

Applicant a partnership individual corporation group of individuals religious organization fraternal organization (check one) pb27a@sbcglobal.net

Name of Applicant Patrick Zuchowski

Address of Applicant 6606 32 Ave Kenosha, WI 53142

Contact Person (Name, Title, Address, & Phone Number) Above 2629450631

Is banner, sign, decoration or obstruction permanent or temporary in nature?
If temporary in nature, what time will banner, sign, decoration or obstruction be put up? 3-2
Taken down? _____

Will banner, sign, decoration or obstruction be lighted? YES NO
If yes, attach electrical plans and specifications.

Location: Parkway

Size: 30ft x width of Pkwy Construction (type of materials): Brick

Height above public right-of-way 12ft

Is banner, sign, decoration or obstruction to be placed on property of another which infringes on a public right-of-way? YES NO

Is the banner, sign, decoration or obstruction to be placed on property of another, such as on a railroad bridge or private walkway connecting two buildings, etc. YES NO
If yes, signed permission from the property owner must be attached hereto.

Attach a picture, diagram or sketch of banner, sign, decoration or obstruction on map to scale. →

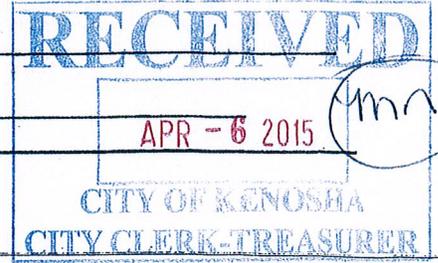
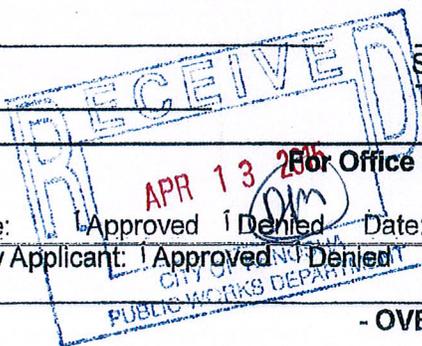
Attach Certificate of General Liability Insurance, with Contractual Liability Endorsement, showing insurance coverage in force and effect. (\$1,000,000 single limits policy). Already Done by owner

INDEMNITY AND HOLD HARMLESS AGREEMENT

Applicant, in consideration of having the City of Kenosha, Wisconsin grant this application, herein and hereby agrees to indemnify and hold harmless the City of Kenosha, WI and its officers, employees and agents against any and all claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur, sustain or be required to pay should any person or party suffer or sustain death, personal injury or property damage as a result of the putting up, taking down, maintaining or utilizing of any banner, sign, decoration or obstruction which is the subject of this agreement.

Executed at Kenosha, WI this 27 day of March, 2015.

Signature of Applicant: [Signature]
Title: _____



For Office Use Only:
Public Safety & Welfare: Approved Denied Date: _____
Reviewed & appealed by Applicant: Approved Denied by Common Council Date: _____

CONDITIONS OF APPROVAL

The Committee on Public Safety & Welfare may impose reasonable permit conditions. The following guidelines shall be used to determine conditions of approval with respect to obstructions in any public right-of-way relative to restaurants, service of food and/or beverages, and outdoor displays or sales tables and racks where otherwise permitted:

1. Placement of obstructions shall be limited to areas where the sidewalk width is twelve (12') feet wide from face of curb to building line.
2. The obstruction shall be no closer than two (2') feet to the face of the curb.
3. The obstruction shall occupy no more than five (5') feet of the area between the curb and building line.
4. Nonpermanent obstructions will only be permitted from May 1 through November 1.
5. Portable obstructions shall be adequately secured and anchored so as to prevent them from tipping over from the wind. Table umbrellas shall be secured with a heavy ballast holder.
6. Obstructions greater than three and one-half (3.5') feet in height shall be at least fifteen (15') feet from a corner sidewalk.
7. Obstructions cannot extend beyond the limits of the applicant's property's street frontage.
8. Aisle ways to building doors will be unobstructed so as to ensure a safe fire exit.
9. In accordance with Chapter 32, Rule 06-25 of the Code of General Ordinances, no structure, tree, pole, post, sign or any obstruction shall be placed, located or maintained within a five (5') foot radius of any fire hydrant connected to the Water Utility water supply system.

_____ (initial)

6605 32nd Ave
Kenosha, Wisconsin
Street View - Jul 2012



2012 Imagery, work done in 2011

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 PATRICK B ZUCHOWSKI
 6606 32ND AVE
 KENOSHA, WI 53142

Agent's Name, Address and Phone Number (Agt./Dist.)
 David G Anderson
 7601 Pershing Blvd Ste 2
 Kenosha, WI 53142
 (262) 694-8700 (067/045)

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

COVERAGES					
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY	
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)		
Homeowners/ Mobilehomeowners Liability	48C5-6173-01	05/05/2015	05/05/2016	Bodily Injury and Property Damage	
				Each Occurrence	\$ 1,000,000
Boatowners Liability				Bodily Injury and Property Damage	
				Each Occurrence	\$,000
Personal Umbrella Liability				Bodily Injury and Property Damage	
				Each Occurrence	\$,000
Farm/Ranch Liability				Farm Liability & Personal Liability	
				Each Occurrence	\$,000
				Farm Employer's Liability	
				Each Occurrence	\$,000
				Statutory	*****
Workers Compensation and Employers Liability †				Each Accident	\$,000
				Disease - Each Employee	\$,000
				Disease - Policy Limit	\$,000
				General Aggregate	\$,000
General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				Products - Completed Operations Aggregate	\$,000
				Personal and Advertising Injury	\$,000
				Each Occurrence	\$,000
				Damage to Premises Rented to You	\$,000
				Medical Expense (Any One Person)	\$,000
				Each Occurrence††	\$,000
				Aggregate††	\$,000
Businessowners Liability				Common Cause Limit	\$,000
				Aggregate Limit	\$,000
Liquor Liability				Bodily Injury - Each Person	\$,000
				Bodily Injury - Each Accident	\$,000
				Property Damage	\$,000
				Bodily Injury and Property Damage Combined	\$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Each Occurrence/Aggregate	\$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>					

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

† The individual or partners Have shown as insured elected to be covered under this policy. Have not
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION
---------------------------------------	--------------

DATE ISSUED 06/10/2015	AUTHORIZED REPRESENTATIVE
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Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.
 This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DECLARATIONS

WISCONSIN HOMEOWNERS POLICY - GOLD STAR SPECIAL DELUXE FORM (ED 06/94) WI

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP, MADISON, WI
PLEASE READ YOUR POLICY

POLICY NUMBER 48C5-6173-01

NAMED INSURED

ZUCHOWSKI, PATRICK B
6606 32ND AVE
KENOSHA, WI 53142-3416

EFFECTIVE

FROM 5/5/2015 TO 5/5/2016
ACCT 015-807-390-76

COVERAGES AND LIMITS PROVIDED

001 FAMILY FRAME ALUMINUM DWELLING IN TOWN CLASS 2

SECTION I

DWELLING	LIMITS
PERSONAL PROPERTY ON PREMISES	\$191,100
PERSONAL PROPERTY OFF PREMISES 100% SUBJECT TO POLICY LIMITATION	\$143,400
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS	
DEDUCTIBLE AMOUNT - ALL PERIL	\$2,000

SECTION II

PERSONAL LIABILITY	\$1,000,000
MEDICAL EXPENSE	\$1,000

ADDITIONAL PROTECTION / ENDORSEMENTS

OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS
OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE
FUNGI OR BACTERIA EXCLUSION (END 595(WI) ED 6/03)
GOLD STAR HOMEOWNERS AMENDATORY (END 587 ED 10/99)

THIS POLICY INCLUDES INCREASED BUILDING LIMIT COVERAGE UP TO 120% OF THE DWELLING LIMIT SHOWN ABOVE, SUBJECT TO POLICY PROVISIONS.

CUSTOMER LONGEVITY DISCOUNT/CLAIM FREE DISCOUNT HAVE BEEN APPLIED
HOME & AUTO DISCOUNT HAS BEEN APPLIED
AGE OF CUSTOMER DISCOUNT HAS BEEN APPLIED
PREMISES ALARM OR FIRE PROTECTION SPRINKLER SYSTEM

TOTAL PREMIUM \$634.00

LATEST BUILDING COST INDEX IS 236

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED REPRESENTATIVE


President


Secretary

AGENT 067-045 PHONE (262) 694-8700

David G Anderson Agency
7601 Pershing Blvd
Kenosha, WI 53142-0000

**RIGHT-OF-WAY
ENCROACHMENT AGREEMENT**

Document No.

Document Title

**RIGHT-OF-WAY
ENCROACHMENT AGREEMENT**

By And Between

**PATRICK ZUCHOWSKI,
Property Owner**

And

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

Recording Area

**Return This Document To:
Office of the City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140**

Parcel No. 01-122-01-280-019

THIS AGREEMENT, Made and entered into by and between **PATRICK ZUCHOWSKI** (hereinafter referred to as "**PROPERTY OWNER**"), and the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, (hereinafter referred to as "**CITY**").

WHEREAS, PROPERTY OWNER is owner of a parcel of real estate located in the City of Kenosha at 6606 32nd Avenue, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and,

WHEREAS, PROPERTY OWNER has requested permission from the **CITY** to use a portion of the **CITY** right-of-way adjacent to the Property, more particularly described in Exhibit "B" which is attached hereto, for the purpose of maintaining a block planter box; and,

WHEREAS, the **CITY** is willing to grant said permission, without charge or fee, upon the condition that **PROPERTY OWNER** enters into this Agreement and abides by its terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and Agreements hereinafter set forth, and of **PROPERTY OWNER** being granted a right of encroachment upon the **CITY** right-of-way, described on Exhibit "B" (hereinafter referred to as "Encroachment Area"), **PROPERTY OWNER** agrees as follows:

1. ENCROACHMENT RIGHT GRANTED. Upon approval and execution of this Agreement, **CITY** grants an encroachment in the Encroachment Area to **PROPERTY OWNER** for the sole purpose of maintaining a block planter box as depicted on Exhibit "C" ("Improvements").

2. RIGHT OF REMOVAL. Upon the transfer of the Property, excepting a transfer from Patrick Zuchowski to a trust for which Patrick Zuchowski is the trustee, or at such time as **CITY** may deem it necessary or desirable, **PROPERTY OWNER** agrees to remove Improvements from Encroachment Area, at **PROPERTY**

OWNER'S cost and expense, waiving any right to make claim against **CITY**, its subunits and its officers and employees, under Federal or State laws, rules or regulations, for any of its cost, including but not limited to the value of the Improvements or the cost of removal. **PROPERTY OWNER** agrees to notify **CITY** of any transfer of the Property. Removal of the Improvements will be accomplished within a reasonable time as determined by **CITY's** Department of Public Works. The **CITY** will provide written notice to **PROPERTY OWNER** of the **CITY's** demand for removal.

3. ACCEPTANCE. Encroachment Area is accepted by **PROPERTY OWNER** "as is", subject to the terms and conditions hereof.

4. RESTORATION. Upon an event requiring removal of the Improvements, Encroachment Area will be restored to grass, either by seeding and mulching or sod, at the full cost and expense of **PROPERTY OWNER**.

5. MAINTENANCE. **PROPERTY OWNER** assumes full responsibility for maintaining and repairing Encroachment Area, including snow and ice removal. **CITY** is not responsible for improving or maintaining Encroachment Area or Improvements thereon. **CITY** shall have the right to order **PROPERTY OWNER** to make repairs to the Encroachment Area and/or Improvements. **PROPERTY OWNER** shall complete said repairs within a reasonable time as determined by **CITY's** Department of Public Works.

6. COMPLIANCE WITH LAW. **PROPERTY OWNER** shall use Encroachment Area in compliance with applicable Federal, State and local laws, rules and regulations, and lawful administrative orders issued under authority thereof.

7. RISK OF LOSS. **PROPERTY OWNER** assumes full responsibility for any risk of loss or damage to Improvements, personal property and fixtures kept or installed on Encroachment Area.

8. INDEMNITY AND HOLD HARMLESS. **PROPERTY OWNER** does hereby agree that it will, at all times during the term of this Agreement, indemnify and hold harmless, the **CITY**, and its officers and employees, from and against any and all claims, liability, losses, charges, damages, costs, expenses or attorneys' fees which any of them may hereafter sustain, incur or be required to pay as a result of the use of the Encroachment Area and any operations, works, acts or omission (including, but not limited to, failure to maintain, repair, restore or perform snow and ice removal) performed on Encroachment Area by **PROPERTY OWNER**, its employees, agents, representatives, contractors, subcontractors and suppliers, or resulting from **PROPERTY OWNER'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the **CITY**, or any of its officers or employees.

9. INSURANCE. **PROPERTY OWNER**, at all times that this Agreement is in effect, shall maintain a general liability insurance policy with one (1) or more insurance companies licensed to do business in the State of Wisconsin, which policy shall cover liability claims involving death, personal injury and property loss or damage, in an amount of One Million Dollars (\$1,000,000) such as is required to be in compliance with Section 5.045 of the Code of General Ordinances for the City of Kenosha, or its successor legislation, whichever amount is greater. Said insurance policy shall contain an endorsement for contractual liability insurance to cover claims arising out of the Indemnity and Hold Harmless provisions of this Agreement. 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. A Certificate of Insurance shall be filed annually with the City Clerk/Treasurer and the City Clerk/Treasurer shall be notified in the event of any change in insurance coverage

or termination of insurance coverage. Notwithstanding said requirement, CITY shall have the right to request PROPERTY OWNER to supply a Certificate of Insurance at any time during the course of the Agreement.

10. ADDITIONAL IMPROVEMENTS. PROPERTY OWNER shall not construct any additional Improvements on Encroachment Area until a set of plans and specifications has been filed with and approved by the CITY. The design, construction and installation of any additional Improvements shall be at the cost and expense of PROPERTY OWNER.

11. ENFORCEMENT. Should CITY be required to perform any obligation upon Encroachment Area assumed by PROPERTY OWNER, CITY may specially assess Property for the costs thereof, including all legal and administrative costs, without notice and hearing.

12. BINDING EFFECT. This Agreement is binding upon the PROPERTY OWNER'S heirs, representatives and successors, and is to be recorded under the legal description and parcel number of PROPERTY OWNER'S Property.

13. EXHIBITS. The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A" - Property Survey.
- Exhibit "B"- Encroachment Area Site Plan.
- Exhibit "C" - Photograph

IN WITNESS WHEREOF, PROPERTY OWNER and CITY have executed this Agreement on the dates below given.

BY: 
 PATRICK ZUCHOWSKI
 Date: 6/22/15

STATE OF WISCONSIN)
 :SS.
 COUNTY OF KENOSHA)

Personally came before me this 22nd day of June, 2015, PATRICK ZUCHOWSKI, to me known to be such person, and acknowledged to me that he executed the foregoing instrument.


 Notary Public, Kenosha County, WI.
 My Commission expires/is: 3/15/19

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

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
DEBRA L. SALAS,
City Clerk/Treasurer
Date: _____

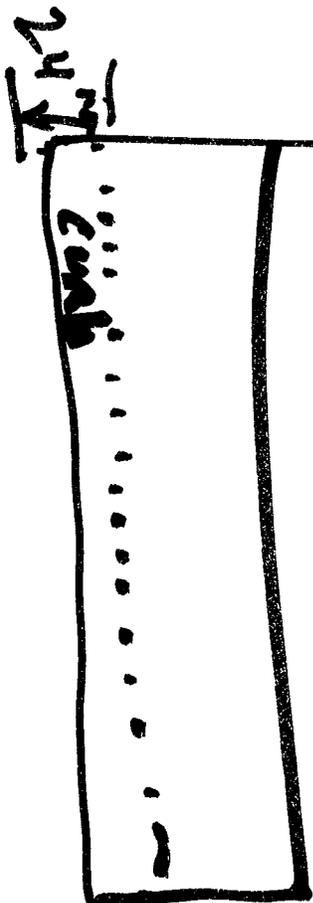
**STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)**

Personally came before me this _____ day of _____, 2015, **KEITH G. BOSMAN**, Mayor, and **DEBRA L. SALAS**, City Clerk/Treasurer, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor 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: _____

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

6606 32KUE
9450631



Street

IF Approved
will move with

24' from ROAD
SURFACE

18" from curb



THE CITY OF
KENOSHA
PUBLIC WORKS

June 10, 2015

Patrick Zuchowski
6606 32nd Ave
Kenosha, WI 53142

RE: Request for Installation of Obstruction (Planter Box) in the Public Right-of-Way at
6606 32nd Avenue.

Dear Mr. Zuchowski:

Your application for installation of obstruction (planter box) in the public right-of-way at 6606 32nd Avenue was deferred for two weeks at the Public Safety & Welfare Committee Meeting on Monday, June 8, 2015. This item is rescheduled for review on:

Monday, June 29, 2015
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

In order for this item not to be deferred again, the Committee has requested you &/or a representative to appear for any questions they may have regarding your event.

If you have any questions, you may contact me at 262-653-4065 or dmiles@kenosha.org.

Sincerely,

Diane S. Miles
Secretary of the Public
Safety & Welfare Committee

cc: Public Safety & Welfare Committee
Shelly Billingsley, Acting Director of Public Works/City Engineer – w/a



THE CITY OF
KENOSHA
PUBLIC WORKS

June 24, 2015

Patrick Zuchowski
6606 32nd Ave
Kenosha, WI 53142

RE: Request for Installation of Obstruction (Planter Box) in the Public Right-of-Way at
6606 32nd Avenue.

Dear Mr. Zuchowski:

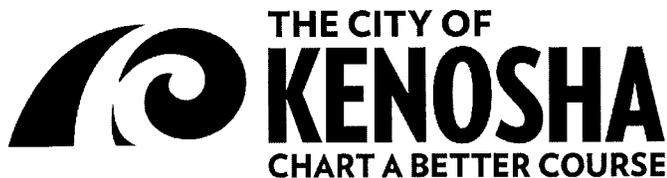
The Public Safety & Welfare Committee Meeting on Monday, June 29, 2015 has changed the meeting time. The meeting is proposed to start at 5:30pm instead of 5:00pm.

If you have any questions, you may contact the myself at 262-653-4065 or dmiles@kenosha.org.

Sincerely,

Diane S. Miles
Secretary of the Public
Safety & Welfare Committee

cc: Public Safety & Welfare Committee
Shelly Billingsley, Acting Director of Public Works/City Engineer – w/a
pbzz@sbcglobal.net – w/a



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

Date: June 23, 2015

To: Alderperson Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

CC: Alderperson Daniel Prozanski Jr.
(District 14)

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

Subject: *Aldermanic Request for a 3-way stop to be added at the intersection of 80th Street and 60th Avenue (District 14)*

BACKGROUND INFORMATION:

Public Works Engineering Staff conducted a traffic count at the intersection of 60th Avenue and 80th Street at the Alderman's request. Staff placed the first radar traffic counter on 80th Street to the east of the intersection and the second traffic counter on 60th Avenue to the south of the intersection. The counters were up from June 2, 2015 to June 4, 2015.

The majority of the traffic traveling through this intersection is generated from the 60th Avenue approaches. Approximately 3000 vehicles enter this intersection via 60th Avenue. The vast majority of this traffic (2100 vehicles) turn eastbound onto 80th Street, in a given day. The average hourly volume entering the intersection from both of 60th Avenue's approaches averages to be approximately 250 vehicles per hour over the busiest 8 hour period.

In 24 hours, 80th Street serviced approximately 1600 vehicles at this intersection. The peak hour on 80th Street was from 12:00 PM to 1:00 PM where 80th Street had 105 vehicles entering the intersection. The average hourly volume entering the intersection from 80th Street over the busiest 8 hours is approximately 95 vehicles per hour.

There has been one reported crash over the past three years at this intersection. This crash would have been susceptible to correction by the installation of north and southbound stop signs. There are zero sight distance issues at this intersection.

The Manual on Uniform Traffic Control Devices (MUTCD) gives the following support and guidance in regards to multi-way stop applications:

“Support:

Multi-way stop control can be useful as a safety measure at intersection if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs also apply to multi-way stop applications.

Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considering in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. Minimum volumes:
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour.”**

The existing traffic control near the intersection of 60th Avenue and 80th Street is shown on Attachment 1.

RECOMMENDATION:

Staff recommends denial as the intersection of 80th Street and 60th Avenue fails to meet the crash warrants, the volume warrants on both the major street (60th Avenue) and the minor street (80th Street), and the sight distance warrants. However, staff is aware that the Alderman does have some concerns and may be in attendance at the meeting.



Existing Traffic Control Map

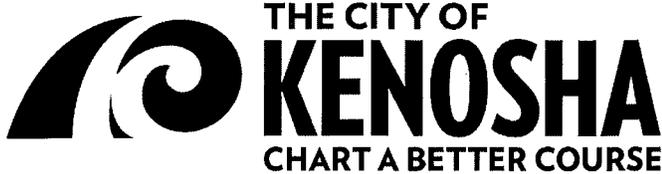
Near the Intersection of 80th Street and 60th Avenue



1 inch = 300 feet
 Date Printed: 6/23/2015



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



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

Date: June 25, 2015

To: Alderperson Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

CC: Alderperson Daniel Prozanski Jr.
(District 14)

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

Subject: *Aldermanic Request for a Westbound Yield sign on 78th Street at the intersection with 70th Avenue (District 14)*

BACKGROUND INFORMATION:

Public Works Engineering Staff inspected this intersection for the installation of a YIELD sign. The Manual on Uniform Traffic Control Devices (MUTCD) states that YIELD signs may be installed at an intersection where a special problem exists and where engineering judgement indicates the problem to be susceptible to correction by the use of the YIELD sign.

Historically, the intersection of 70th Avenue and 78th Street has seen very low traffic volumes. Due to the opening of the Miejer Store on the east side of STH 31 (Green Bay Road), traffic volumes are increased and traffic is using 78th Street and 70th Avenue as a shortcut to avoid traffic signals on STH 31 and STH 50 (75th Street). Due to the sudden increase in traffic in a traditionally low-traffic neighborhood, vehicles on 78th Street are failing to yield the right-of-way to northbound traffic on 70th Avenue. This problem is susceptible to correction by the installation of a westbound YIELD sign on 78th Street.

The existing traffic control near the intersection of 70th Avenue and 78th Street is shown on Attachment 1.

RECOMMENDATION:

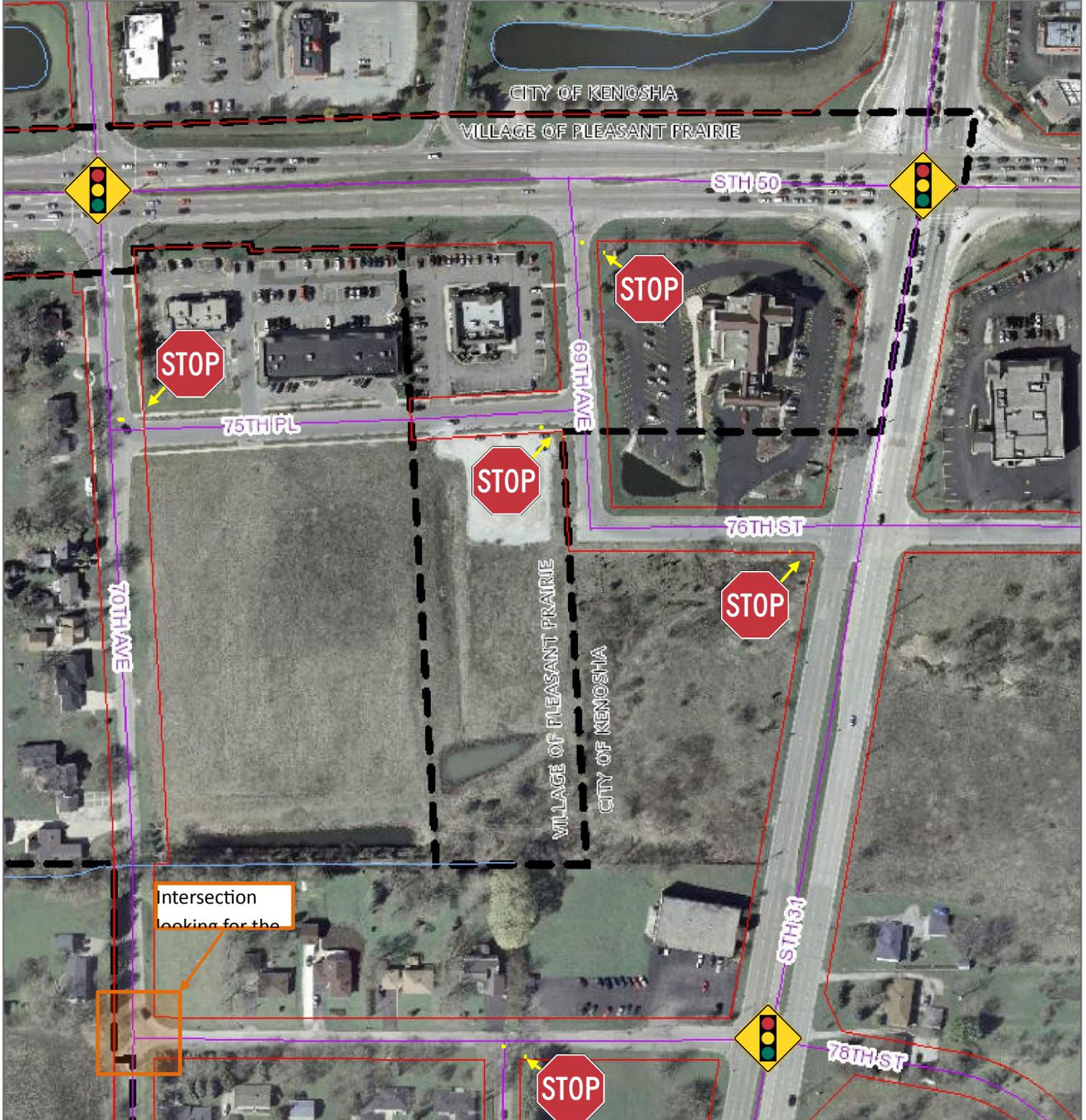
Public Works Engineering Staff recommends approval of the installation of a westbound YIELD sign on 78th Street at its intersection with 70th Avenue for a 90-day trial.



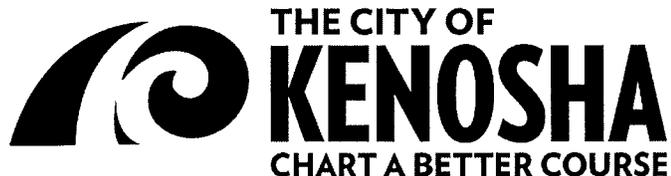
Existing Traffic Control Map Near the Intersection of 70th Avenue and 78th Street



1 inch = 200 feet
Date Printed: 6/24/2015



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

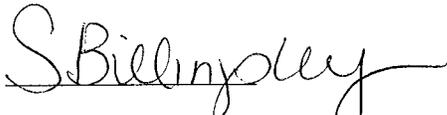


Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

Date: June 23, 2015

To: Alderperson Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

CC: Alderperson Jan Michalski

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

Subject: *Previous trial for the removal of the Parking Restrictions on 28th Avenue south of 60th Street (District 3)*

BACKGROUND INFORMATION:

This request has been on trial as indicated with no complaints or problems reported. Attachment 1 shows the parking restrictions that were removed on a trial basis on 28th Avenue south of 60th Street.

RECOMMENDATION:

Staff recommends approval of the removal of the parking restrictions on 28th Avenue south of 60th Street. If approved Resolutions 102-05 and 79-91 would need to be rescinded.



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

Date: January 7, 2015

To: Alderperson Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

Cc: Alderperson Jan Michalski
District 3

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

Subject: ***Aldermanic Request for the removal of the parking restrictions on 28th Avenue south of 60th Street. (District 3)***

BACKGROUND INFORMATION:

Alderperson Michalski is requested that staff look into removing the parking restrictions on 28th Street south of 60th Street. He believes these restrictions were put in place to control parking adjacent to the Kenosha Engine Plant when it was still open for business.

Public Works Engineering Staff researched and inspected the parking restrictions on 28th Avenue south of 60th Street. Staff found that parking on the west side of 28th Avenue is restricted by Resolution 102-05 which states:

"To designate as two hour parking, 8:00 A.M. to 6:00 P.M., Monday-Saturday, except holidays the west side of 28th Avenue from 60th Street south approximately one hundred sixty (160') feet."

The limits of Resolution 102-05 are shown as a turquoise line on Attachment 1. There is an existing two-hour parking (north arrow) sign south of the 160 feet designated in Resolution 102-05. Staff believes that this sign is part of Resolution 102-05 as it only restricts the parking in front of the driveway approaches south of the 160-foot limit.

The east side of 28th Avenue has parking restricted as part of Resolution 79-91 which states:

"To designate as two (2) hour parking the east side of 28th Avenue, from 60th Street south approximately 130 feet, between the hours of 8 A.M. and 6 P.M., Monday thru Saturday, except holidays."

The limits of Resolution 79-91 are also show on Attachment 1 as the orange line. There currently is only one sign posted for this parking restriction.

The Kenosha Engine Plant closed in October of 2010.

RECOMMENDATION:

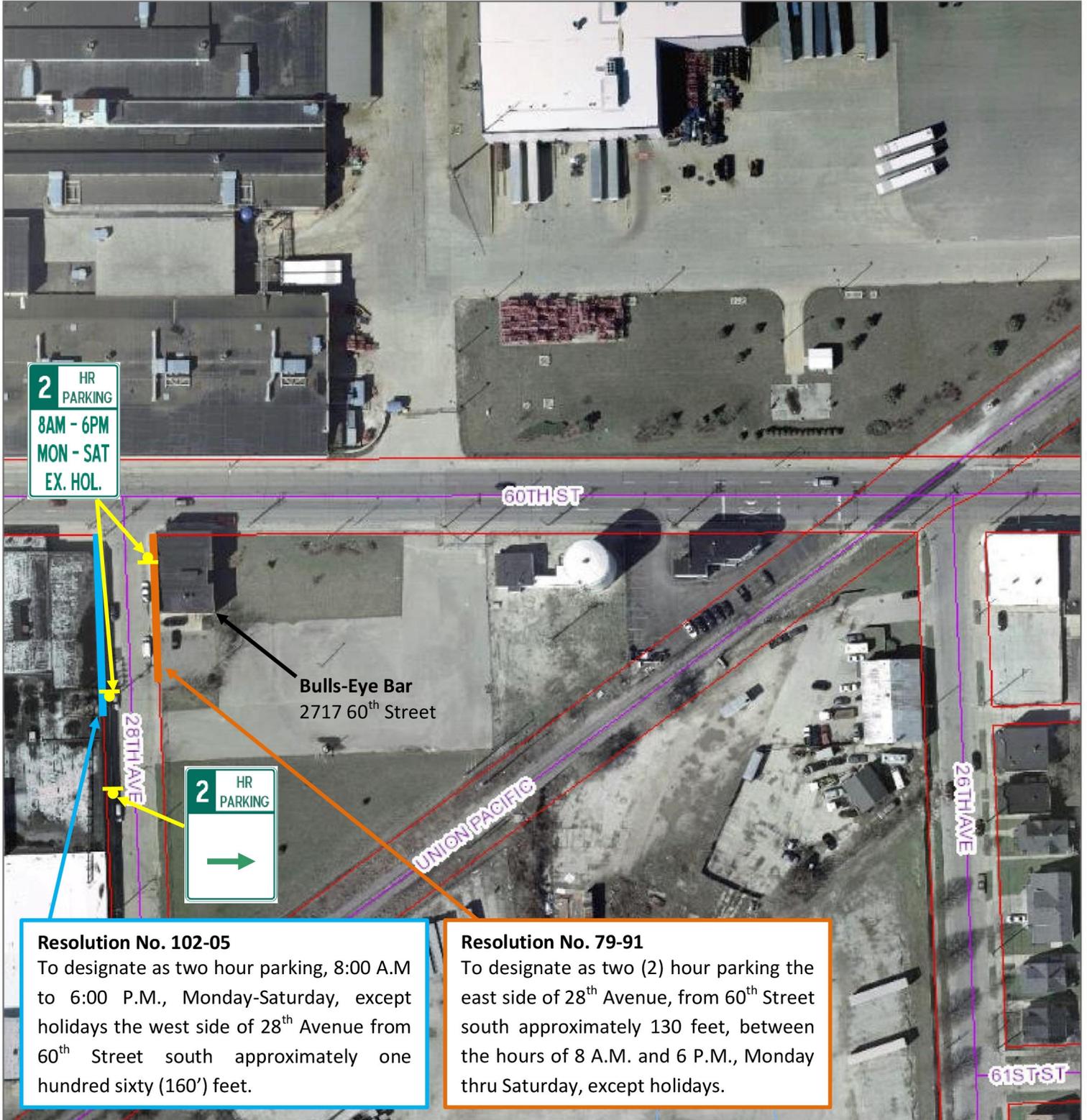
As the Kenosha Engine Plant closed in 2010, Public Works Engineering Staff recommends that the parking restrictions on 28th Avenue also be removed. If approved, the removal of the existing parking restrictions would undergo a 90-day trial once the signs are taken down.



Existing Parking Conditions Near Bull's-Eye Bar
2717 60th Street



1 inch = 120 feet
Date Printed: 11/14/2014



2 HR
PARKING
8AM - 6PM
MON - SAT
EX. HOL.

2 HR
PARKING
→

Bull's-Eye Bar
2717 60th Street

Resolution No. 102-05

To designate as two hour parking, 8:00 A.M to 6:00 P.M., Monday-Saturday, except holidays the west side of 28th Avenue from 60th Street south approximately one hundred sixty (160') feet.

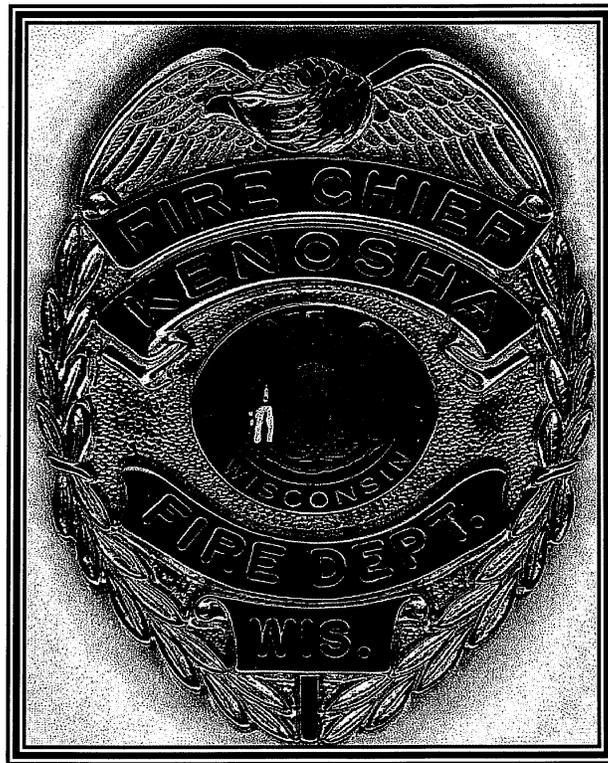
Resolution No. 79-91

To designate as two (2) hour parking the east side of 28th Avenue, from 60th Street south approximately 130 feet, between the hours of 8 A.M. and 6 P.M., Monday thru Saturday, except holidays.

Discussion #1

KENOSHA FIRE DEPARTMENT

MONTHLY REPORT



**MAY
2015**



RESPONSE BY UNITS

	MONTHLY		YEAR TO DATE		YTD COMBINED FIRE/EMS TOTALS
	EMS	FIRE	EMS	FIRE	
Engine #2	110	21	570	100	670
Engine #3	176	41	781	182	963
Engine #4	101	34	465	143	608
Engine #5	117	31	551	134	685
Engine #6	87	14	403	64	467
Engine #44	24	35	72	88	160
Engine #55	0	1	0	1	1
Truck #3	0	0	31	111	142
Truck #4	6	68	52	249	301
Truck #7	30	20	166	94	260
P-19	0	0	0	3	3
MERV #1	0	0	0	0	0
MERV #2	0	0	0	0	0
Battalion 1	26	70	88	298	386
Med Unit #2	15	1	37	1	38
Med Unit #3	314	17	1481	60	1541
Med Unit #4	215	6	1040	32	1072
Med Unit #5	251	10	1216	54	1270
Med Unit #7	102	0	476	32	508
Rescue #33	3	0	16	0	16
Rescue #44	0	0	3	1	4
Rescue #77	0	0	0	0	0



KENOSHA FIRE DEPARTMENT CALLS FOR SERVICE

05/01/15 THRU 05/31/15

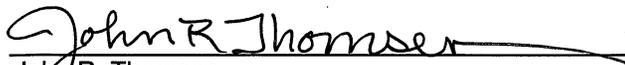
	MONTH	YEAR TO DATE
EMS Calls for Service*	869	4188
Fire Calls for Service**	133	582
Total Calls for Service	1002	4770

*Includes 17 Med 7 change of quarter occurrences.

APPROXIMATE LOSS/ SAVE SUMMARY

Approximate Fire Loss for May	<u>\$8,620</u>	Approximate Fire Save for May	<u>\$139,650</u>
Approximate Fire Loss to Date	<u>\$304,904</u>	Approximate Fire Save to Date	<u>\$924,900</u>

Respectfully Submitted,


John R. Thomsen
Fire Chief
Kenosha Fire Department