

**AGENDA**  
**BOARD OF PARK COMMISSIONERS**  
Monday, August 8, 2011  
Kenosha Municipal Building Room 202  
5:00 pm

Chairman: Michael Orth  
Vice Chair: Rocco J. LaMacchia, Sr.  
Commissioners: Jesse L. Downing  
Anthony Kennedy  
Lawrence Green

Call to Order  
Roll Call

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of regular meeting held on July 25, 2011.

**C. REFERRED TO COMMISSION**

C-1 Request from American Society of Interior Designers at Gateway Technical College for use of the Southport Beach House for an auction on Friday, November 18, 2011. **(District 3)**

C-2 Request from Kenosha Progress Fund, Inc., for use of Sunnyside Park for "Southfest" on September 9 & 10, 2011. **(District 13)**

C-3 Proposed Resolution to designate the second Saturday of May as International Migratory Bird Day.

C-4 Grant Agreement Between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City of Kenosha for Southport Beach House Restoration Enhancements. **(District 3)**

C-5 Approval of request by T-Mobile to run a connection to the Existing Anderson Park Cell Tower. **(District 9)**

**INFORMATIONAL ITEMS:**

1. Petzke Park Zoning Change

**DIRECTOR AND/OR SUPERINTENDENT COMMENTS**  
**CITIZEN COMMENTS/COMMISSIONER COMMENTS**

**OTHER BUSINESS AUTHORIZED BY LAW**

IF YOU ARE DISABLED AND NEED ASSISTANCE PLEASE CALL 653-4052 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.

**CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS**  
**Meeting Minutes – July 25, 2011**

A meeting of the Board of Park Commissioners was held on Monday, July 25, 2011, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:00 pm. The following members were present: Chairman Orth, Commissioners LaMacchia, Downing, Green and Kennedy. Staff members in attendance were Jeff Warnock, Mike Lemens and Shelly Billingsley.

It was moved by Commissioner Green, seconded by Commissioner LaMacchia, to approve the minutes from the meeting held on Monday, July 11, 2011. Motion passed 5-0.

C-1 Approval of paint color for park division buildings in Project #10-1411.

*It was moved by Commissioner LaMacchia, seconded by Commissioner Kennedy to approve color change for park division buildings which will be tan buildings and green trim. Motion passed 5-0.*

C-2 Approval of plans for Kenosha Gardens of Peace Project at Wolfenbittel Park.

*It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia to approve the construction of the Peace Project at Wolfenbittel Park with construction to be started by October 1, 2011. Motion passed 5-0.*

C-3 Approval of CORP and Master Plans.

- a. Comprehensive Outdoor Recreation Plan
- b. Strawberry Creek Park
- c. Petzke Park
- d. Sunrise Park
- e. Simmons Island

*It was moved by Commissioner LaMacchia, seconded by Commissioner Green to approve plans as presented. Motion passed 5-0.*

**INFORMATIONAL ITEMS:**

1. Monthly Events

2. Discussion of City of Kenosha applying for Bird City designation.

*Chairman Orth recommended that the Park Division and Park Commission move forward in the approval of a resolution for the City to gain the designation of Bird City. The Park Superintendent will contact the group for sample resolution.*

**SUPERINTENDENT COMMENTS:** Jeff gave an update on storm damage. He also discussed the drowning at Washington pool.

There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn the meeting at 5:40 pm.



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

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

August 2, 2011

TO: Michael Orth, Chairman  
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: Gateway Technical College

A request has been received from American Society of Interior Designers at Gateway Technical College to hold a charity fundraiser at the Southport Beachhouse. This event would take place on Friday, November 18, 2011 from 12 Noon – 10:00 pm. The beneficiary of this year's auction will be the Literacy Council of Kenosha. In 2010 the commission approved 50% sponsorship of the rental fees (\$150.00)

The organization is requesting full sponsorship of the fees.

Deposit: \$300.00 Rental Fee: \$30.00 per hour (\$300.00)

Recommendation:

To approve the request for usage of the facility. Deny full sponsorship as per policy.



Bryan D. Albrecht  
President

August 3, 2011

**ADMINISTRATION CENTER**

3520 - 30th Avenue  
Kenosha, WI 53144-1690  
262.564.3300  
262.564.3301 FAX/262.564.2816 TTY

**BURLINGTON CENTERS**

380 McCanna Pkwy.  
496 McCanna Pkwy.  
Burlington, WI 53105-3622  
262.767.5200  
262.767.5201 FAX/262.767.5206 TTY

**CENTER FOR ADVANCED TECHNOLOGY & INNOVATION**

Renaissance Business Park  
2320 Renaissance Blvd.  
Sturtevant, WI 53177  
262.898.7500  
262.898.7501 FAX

**CENTER FOR BIOSCIENCE & INFORMATION TECHNOLOGY**

3520 - 30th Avenue  
Kenosha, WI 53144-1690  
262.564.3600  
262.564.3601 FAX

**ELKHORN CAMPUS**

400 County Road H  
Elkhorn, WI 53121-2046  
262.741.8200  
262.741.8201 FAX/262.741.8206 TTY

**HORIZON CENTER FOR TRANSPORTATION TECHNOLOGY**

4940 - 88th Avenue  
Kenosha, WI 53144-7467  
262.564.3900  
262.564.3901 FAX

**KENOSHA CAMPUS**

3520 - 30th Avenue  
Kenosha, WI 53144-1690  
262.564.2200  
262.564.2201 FAX/262.564.2206 TTY

**LAKEVIEW ADVANCED TECHNOLOGY CENTER**

9449 - 88th Avenue (Highway H)  
Pleasant Prairie, WI 53158-2216  
262.564.3400  
262.564.3401 FAX

**RACINE CAMPUS**

1001 South Main Street  
Racine, WI 53403-1582  
262.619.6200  
262.619.6201 FAX/262.619.6206 TTY

**WGTD-FM/91.1**

3520 - 30th Avenue  
Kenosha, WI 53144-1690  
262.564.3800  
262.619.6800  
262.564.3801 FAX

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ACCESO EMPLEO Y EDUCACION

[www.gtc.edu](http://www.gtc.edu)

Kenosha Board of Park Commissioners:

- Michael Orth, Chairman
- Rocco J. LaMacchia, Sr., Vice Chair
- Jessie L. Downing
- Anthony Kennedy
- Lawrence Green

The student chapter of the American Society of Interior Designers (ASID) at Gateway Technical College will again be holding a charity fundraiser at the Southport Beach House.

We are respectfully requesting that the fees totaling \$725 be waived for this event as it is a charity fundraiser. This includes the security deposit of \$300, the hall rental fee of \$400 and the beer permit of \$25. We are also asking that we again be allowed to serve wine at our event as was approved last year.

Our **9th Annual Chair-ity Auction** will be held at the Southport Beach House on November 18<sup>th</sup>, 2011. The students have selected the **Kenosha Literacy Council** to be the beneficiary of this year's auction.

The live auction will feature one-of-a-kind, student designed chairs. The silent auction will be made up of home décor items and gift certificates from many local restaurants, salons, galleries and retail businesses throughout our area.

Last year the event was also held at the Southport Beach House and resulted in our largest donation in the 8 years of the auction. Last year's benefitting charity was the **Kenosha Boys and Girls Club which received a check for \$4280** from the proceeds of our student's auction. Hors d'oeuvres along with beer, wine and other refreshments were served at the previous events and we would like to keep the same atmosphere in order to maintain our high level of excellence to our contributors.

We look forward to hosting our event again at the Kenosha landmark Southport Beach House and providing support to a worth charity such as the Kenosha Literacy Council though this service learning project. All Department of Public Works rules and regulations will be abided by at all times.

Sincerely,

*Rita J Serpe*

Rita Serpe, Instructor  
Gateway Technical College  
ASID Student Chapter, Club Advisor  
Cell: (262) 497-1874

Nancy Williams, Instructor ASID  
Gateway Technical College  
ASID Student Chapter, Club Advisor  
Cell: (262) 909-2433

Melissa Jahnke, Student  
Gateway Technical College  
ASID Student Chapter  
2011 Chair-ity Auction, Chairperson  
Cell: (262) 412-9252





**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
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**Waste Division**  
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August 4, 2011

TO: Michael Orth, Chairman  
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

RE: Southfest Progress Fund, Inc.

A request has been received from the Kenosha Progress Fund, Inc. to hold "Southfest" at Sunnyside Park on September 9 – 10, 2011. The organization has requested various park equipment for the event, They are also requesting permission to sell fermented malt beverages and for full co-sponsorship of the event. The organization has received full sponsorship in previous years.

Equipment:

- Large Generator* – will not be available until the conclusion of HarborMarket on Saturday – Labor will be required to transport and set up.
- 35 Benches* - \$30.00 per unit (10 per unit) = \$105.00
- 30 Picnic Tables* - \$75.00 per unit (5 per unit) = \$450.00
- Trash Containers* - no charge
- Barricades* - \$30.00
- Snow fencing* – organization indicates that they will put up and tear down – the organization will be required to contact digger's hotline to put up the fence posts.
- Portable fencing* - this is for the beer garden
- Showmobile* - \$250.00 for non profit organization

Recommendation:

To approve the event, usage of equipment and the selling of fermented malt beverages.  
To deny full co-sponsorship as per policy.

SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION



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

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Kenosha Progress Fund  
Contact Person who is responsible for event: Ray misner  
Address: 2732 Lincoln Rd.  
City/State/Zip Kenosha, WI 53143  
Daytime # 262-960-0978 Evening # 262-960-0978 Cell# 262-960-0978  
Fax # - E-mail: raymisner@kenosha.org  
Is the Host Organization a 501(c)-3? Yes, provide ES# processing

EVENT INFORMATION

Name of the Event: SouthFest Community Festival  
Date Requested: sept. 9<sup>th</sup> & 10<sup>th</sup> Rain Date none  
Location Requested: Sunnyside park Estimated Attendance 2,000 - 4,000  
Charitable Event:  No  Yes, Proceeds donated to After debts are paid - proceeds will support the city of kenosha neighborhood watch program.  
Brief Description of the Event: Southfest is in its 5<sup>th</sup> year and provides our city with a unique festival in the heart of the southside community. We have been blessed with no past problems in our history (knock on wood) and offer a fun time as well as safe environment.  
Set up date and time: sept. 9<sup>th</sup> 8am  
Time of Event: sept. 9<sup>th</sup> 5pm to 10pm | sept. 10<sup>th</sup> 11am to 10pm  
Take down date and time: sept 11<sup>th</sup>, All day.

**FOR OFFICE USE ONLY:**

Application Packet Received 8-3-11

Administrative/Commission Approval

Copies sent to: Alderman [Signature]

Dirk  Police

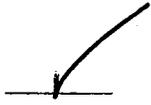
Other: PW

\* An amended Application will be submitted prior to meeting to cover any missing information. Thank you for your consideration and past support.

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PARK DIVISION**

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

NOTE: Appropriate fees will be charged – listed below 2009 rates and are subject to change for 2010



Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for your event.

TBD

Water: Varies by location

# Requested

<u>30</u>	Benches	\$30 per unit (10 benches per unit)	
<u>25</u>	Picnic Tables	\$75 per unit (5 tables per unit)	
<u>10</u>	Trash Containers	Provided at no cost	
<u>3</u>	Barricades	\$30 per unit (10 per unit)	
<u>TBD</u>	Snow fencing	\$20 per 50 feet	
<u>All in stock</u>	Portable fencing	\$75	
<u>N/A</u>	Bleachers	\$100 per unit	\$50 Deposit
<u>N/A</u>	Reviewing Stands	\$100 per section	\$50 Deposit
<u>✓</u>	Showmobile(new)	\$250 (Non-Profit)	\$500 (For-Profit)
<u>      </u>	Showmobile(old)	\$125 (Non-Profit)	\$250 (For-Profit)

\*Direct Labor costs for setup/removal after normal working hours will be billed at \$45 per hour.

Other Special Requests: please provide recycling containers if available.

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

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

Name of Event Southfest

Park Requested Sunnyside park Date of Event: Sept. 9<sup>th</sup> + 10<sup>th</sup>

\*\*Structure location must be placed on site map.

**Type of Temporary Structure**

Tent (in-house) 4-5

Staging (snow mobile) - city

Trailers Concession trailer (1-2)

Inflatables TBD

Dunk Tank TBD

Other, Please explain \_\_\_\_\_

**Vendor Information**

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

TBD

Name of Company/Individual: \_\_\_\_\_

Work # \_\_\_\_\_ Home # \_\_\_\_\_ Cell \_\_\_\_\_

**Insurance**

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

Insurance Company \_\_\_\_\_

**Signatures**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

*I will provide when available if needed.*

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

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

**Event Information:**

Name of Event Southfest

Location of Event: Sunnyside park Date of Event Sept. 9<sup>th</sup>-10<sup>th</sup>

Contact Person Ray Misner

**Type of Amplified Sound**

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

Bands & performers

Requested time of amplification: Start: <sup>Sept. 9<sup>th</sup></sup> from 4:30pm to 10:15pm Ending 10:15  
10<sup>th</sup> from 11am to 10:15pm

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

TBD - have a change in plans but will provide at time of meeting or before.

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

See Attachment D1 for an excerpt of the Noise Ordinance.

FERMENTED MALT BEVERAGE SALES APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Name of Event: Southfest

Location of Event Sunnyside park Date of Event Sept 9th & 10th

Name of Group Responsible Kenosha Progress Fund, Inc.

Person that is Responsible for License and Regulations Raly Misner

Address 2732 Lincoln Rd. Kenosha, WI 53143

Daytime # 262-960-0978 Evening # 262-960-0978 Cell # 262-960-0978

**Beer Selling Permit Information**

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

-TRD-

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

off duty KPD (This is a long standing practice for the festival)

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

No  Yes, Indicate Application Date: 08/03/2011

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

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

No  Yes, Indicate Application Date: (Will submit certificate prior to event.)

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



**Engineering Division**  
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Director/City Engineer  
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Superintendent

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Jeff Warnock  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**

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August 2, 2011

**TO:** Michael Orth, Chairman  
Board of Park Commissioners

**FROM:** Jeff Warnock, Park Superintendent

**RE:** Resolution – International Migratory Bird Day

A request has been received from John Krerowicz to have the Board of Park Commissioners sponsor a resolution that has the second Saturday of May each year designated as "International Migratory Bird Day". A sample of the resolution is attached for your review. If approved, it would be forwarded to the Legal Department for a final draft and sent on to the Common Council. Mr. Krerowicz will be in attendance at the meeting.

**Recommendation:** To approve the resolution with the Board of Park Commissioners as sponsors.

# International Migratory Bird Day

## R E S O L U T I O N

- **Whereas**, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*
- **Whereas**, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*
- **Whereas**, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*
- **Whereas**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, *and*
- **Whereas**, public awareness and concern are crucial components of migratory bird conservation, *and*
- **Whereas**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, *and*
- **Whereas**, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*
- **Whereas**, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, *and*
- **Whereas**, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*
- **Whereas**, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

NOW THEREFORE I, \_\_\_\_\_, as \_\_\_\_\_ of the

Village/City/Town/County of \_\_\_\_\_, Wisconsin, do hereby proclaim MAY 12, 2012 as  
(second Sat. of MAY)

## International Migratory Bird Day

in the village/city/town/county of \_\_\_\_\_, and I urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

*Dated* this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

*Signed* \_\_\_\_\_

*Title* \_\_\_\_\_

C-4



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

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Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Interim Director**

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

August 4, 2011

To: Michael Orth, Chairman  
Park Commission

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

CC: Jan Michalski  
District 3

Subject: ***Wisconsin Coastal Management Grant Agreement for Southport Beachhouse Restoration Enhancements***

**BACKGROUND INFORMATION**

Staff submitted a grant application in October of 2010, requesting funding assistance for the design of a Historic Preservation project at the Southport Beachhouse. This grant requested funding to engage architectural and engineering services to prepare construction plans and specifications for the restoration of the north parapet wall (that received extensive damage during the June 30 storm), installation of the north courtyard emergency fire exit, repair miscellaneous brick areas and some building tuckpointing to meet historic preservation requirements.

The coastal management grant is a 50% match therefore the Park Division, through this agreement has the opportunity to receive \$15,000 in funding for a \$15,000 match resulting in \$30,000 for design services.

Staff, with the damage to the roof during the June 30<sup>th</sup> storm, would request that design also be added to the project for the necessary repairs. However, the additional cost for this design component will not be grant eligible.

Staff has reviewed the Adopted Capital Improvement Plan and would like to propose that the Park Commission allocate \$60,000 to cover staff engineering time, grant match, grant amount and additional costs for roof design from the Southport Park ADA Ramp (PK-00-002) to Southport Building Renovations.

**RECOMMENDATION**

Authorize the Interim Director of Public Works to author a line item transfer request for this item and execute the Grant Agreement with the State of Wisconsin Department of Administration. Construction funding will need to be further evaluated upon receiving an estimated construction cost through the design phase.

**GRANT AGREEMENT  
BETWEEN THE**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM**

**AND**

**CITY OF KENOSHA**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF KENOSHA** ("Grantee"). This agreement is complete and valid as of the date signed by the Administrator of the Division of Intergovernmental Relations, and will end on **July 31, 2012** unless extended by mutual agreement.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the Grantee has submitted an Application for the identified Program and the State, in reliance upon the representations set forth in the Application, approved an award to the Grantee in the amount of **Fifteen Thousand Dollars (\$15,000.00)** and the Grantee agrees to provide **Fifteen Thousand Dollars (\$15,000.00)** for eligible activities herein described; and

**WHEREAS**, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

**CITY OF KENOSHA**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL  
RELATIONS**

**BY:** \_\_\_\_\_  
**Michael M. Lemens, P.E.**

**BY:** \_\_\_\_\_  
**Ed Eberle**

**TITLE:** Director of Engineering

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. REVIEW AND KEY PERSONNEL**

Liaison with the State shall be through the program liaison, **Mike Friis**, who will represent the State's interest in review of quality, quantity, rate of progress, timeliness of services and related considerations as outlined in this Agreement. Liaison with the Grantee will be through **Shelly Billingsley**, the project director.

The person(s) cited are considered essential to the work performed hereunder. In the event any of the Key Persons leave the Grantee's employment or are reassigned to another program, the Grantee shall notify the Department in writing. Any individual appointed to replace any of the Key Persons shall have prior written approval of the Department. If any such individual is not acceptable, the Department shall issue a modification terminating this Agreement.

**ARTICLE 2. APPLICABLE LAW AND FEDERAL REQUIREMENTS**

This Agreement shall be governed by the Laws of the State of Wisconsin. Venue shall lie in the County of Dane. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Code of Ethics for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

**ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subgrantees, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subgrantee(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowances related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate grant program, then the State funded programs shall also be included in the scope of the federally required audit.

**ARTICLE 4. SCOPE OF WORK AND BUDGET**

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment A). Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.
2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the period August 1, 2011 through July 31, 2012 (the "Performance Period").

**ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If the Grantee is a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest, this Agreement shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave, Madison, Wisconsin 53703, telephone: (608) 266-8123.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

**ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the grant is executed, the Grantee shall submit the plan to the State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Grant, or the withholding of funds.

**ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 10. TERMINATION AT WILL**

The State may terminate this Agreement at any time at its sole discretion upon thirty (30) days written notice to the Grantee. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State. The Grantee may terminate this Agreement upon thirty (30) days written notice to the State. Upon termination the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

**ARTICLE 11. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 12. CANCELLATION FOR CAUSE**

The State may cancel this Agreement if, through any cause, the Grantee fails to fulfill its obligations hereunder in a timely and proper manner, or violates any of the provisions of this Agreement. The State shall give the Grantee 30 days written notice of its intent to cancel under this provision. The State may allow the Grantee time to cure any default or violation at its sole discretion. Upon cancellation, the State's liability shall be limited to any undisputed costs incurred in carrying out the project as of the date of cancellation. In the event this Agreement is canceled by the State, the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of cancellation.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name. The Department reserves a royalty-free, nonexecutive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Wisconsin Coastal Management Program and National Oceanic and Atmospheric Administration (see Attachment B).

**ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement and all Attachments comprise the entire Agreement of both parties. This Agreement may be amended at the discretion of the State, but only by a written agreement signed by both parties.

**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 17. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the State, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed, and is in compliance with, all of its requirements.

**ARTICLE 18. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 19. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 20. ASSIGNMENT**

This Agreement and the obligations, duties and undertakings of the Grantee described herein may not be assigned or delegated by the Grantee without the express written consent of the State, and any attempted assignment or delegation without such consent shall be void.

## FISCAL TERMS AND CONDITIONS

### ARTICLE 21. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

### ARTICLE 22. VARIANCES

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Program Liaison in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

### ARTICLE 23. LIMITATION ON COSTS

Reimbursement by the Department shall be 50% of the total cost or not to exceed Fifteen Thousand Dollars (\$15,000.00). The Grantee shall provide 50% of the total cost, or Fifteen Thousand Dollars (\$15,000.00). See itemized budget in Attachment A.

### ARTICLE 24. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

### ARTICLE 25. ALLOWABLE COSTS

Except where inconsistent with Federal requirements, State procedures and practices shall apply to funds disbursed by State agencies and local procedures and practices to funds disbursed by units of local government. Federal Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," shall be complied with by the grantee with respect to the treatment of specific items and their cost allowability.

### ARTICLE 26. PROGRAM INCOME

Program income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all grant funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on program income pending its disposition.

All program income shall be retained by the Grantee and shall be added to funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.

### ARTICLE 27. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management and accounting system to assure that funds are spent in accordance with this Agreement and are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 28. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

**ARTICLE 29. COST UNDERRUNS**

The Grantee must notify the Department in writing of any expected cost underruns or request for extension for completion of the project by **March 31, 2012**.

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 30. SINGLE AUDIT REQUIREMENT**

*The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.*

**Federal Funded Awards:**

**Governmental Grantees**, or their assignees, that **expend \$300,000** or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports shall be due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

**Non-profit Grantees**, or their assignees, that **expend \$300,000** or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133 and the State Single Audit Guidelines issued by the Department. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

**For-profit Grantees**, or their assignees, that **expend \$300,000** or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$300,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**State Funded Awards:**

**NOTE:** If an audit is required under OMB Circular A-133 as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental, Non-profit and For-Profit Grantees**, or their assignees, that **expend** \$100,000 or more in a single year from awards which funding originated from State Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

**Submit To:**

Send one copy of the Audit and Management Letter or the letter confirming that the audit requirements are not applicable to:

Chief Accountant  
Wisconsin Department of Administration  
Division of Administrative Services  
101 East Wilson Street, P.O. Box 7869  
Madison, Wisconsin 53707-7869.

**ARTICLE 31. EXAMINATION OF RECORDS**

The State shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State. The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting

documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee must maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 32. PERFORMANCE REPORTS**

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized. Reporting dates are as follows: **September 30, December 31, March 31, June 30.**
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products to the program liaison.

**ARTICLE 33. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 34. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence

**ARTICLE 35. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 36. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 37. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

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ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL  
MANAGEMENT PROGRAM

1. *For audio productions:*

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. *For video productions:*

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"  
National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. *For printed documents and work products, including web-based publications:*

Wisconsin Coastal Management Program Logo:

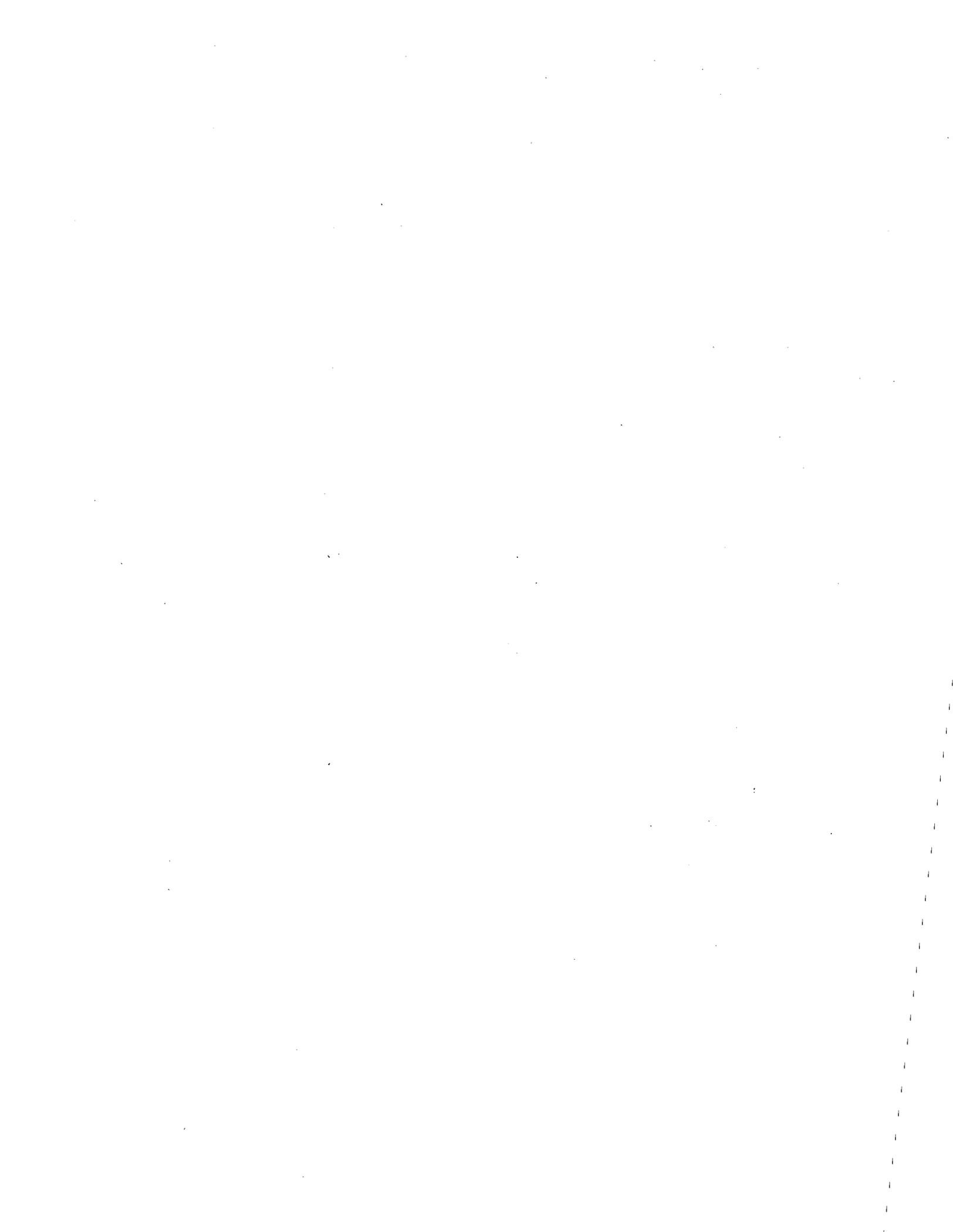


National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act, Grant # NA11NOS4190097.



CITY OF KENOSHA  
SOUTHPORT BEACH HOUSE  
RESTORATION ENHANCEMENTS  
*(PUBLIC ACCESS AND HISTORIC PRESERVATION)*

WISCONSIN COASTAL MANAGEMENT  
PROGRAM GRANT APPLICATION PACKET



**Attachment A**  
**Grant Agreement # AD119502-012.27**

**INDEX OF ATTACHMENTS**

- Grant Application
- Grant Application Checklist and Certification
- Categorical Exclusion Checklist
- Site Location Map
- Site Photographs
- Affidavit of Public Ownership for Construction Projects
- Memorandum of Agreement By and Between the City of Kenosha and the University of Wisconsin - Parkside

**Attachment A  
Grant Agreement # AD119502-012.27**

<b>1. Type of Project (check one):</b>	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input checked="" type="checkbox"/> Public Access and Historic Preservation
<b>2. Project Title:</b> Restoration of the Southport Beach House – Design Only	
<b>3. Organization applying:</b> City of Kenosha	<b>5. Primary County where project is located:</b> Kenosha
<b>4. Contact Person and Address:</b> Shelly Billingsley, P.E. 625 52 <sup>nd</sup> Street Room 305 Kenosha, Wisconsin 53140  Phone: (262) 653-4149      Fax: (262) 653-4056 Email: sbillingsley@kenosha.org	<b>6. Other Counties where project is located:</b> N/A  <b>7. Congressional District #:</b> 1 <sup>st</sup>  <b>8. State Senate District #:</b> 22 <sup>nd</sup>  <b>9. State Assembly District #:</b> 65 <sup>th</sup>
<b>10. Total Project Cost:</b> \$30,000.00	
<b>11. WCMP Share:</b> \$15,000.00	<b>13. WCMP Percent:</b> 50 %
<b>12. Applicant Share:</b> \$15,000.00	<b>14. Applicant Percent:</b> 50 %
<b>15. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:</b>	
<p>The proposed project is to engage architectural and engineering services to prepare construction plans and specifications for the restoration of the historic Southport Beach House which is located at 7825 1<sup>st</sup> Avenue, Kenosha, Wisconsin. The design would include plans for the reconstruction of the north parapet wall, installation of the north courtyard emergency fire exit, repair miscellaneous brick areas, and building tuck pointing. These plans will include all bidding documents, construction plans, and construction specifications.</p> <p>The preparation of these plans is the first step, next (which is not included in this grant application) is to solicit bids for construction. After the construction of the proposed preservation the beach house will have improved safety and enhanced integrity.</p>	

# Attachment A

## Grant Agreement # AD119502-012.27

**1. Problem:** Concisely state the problem or issue that this proposal addresses. Include important background information.

The Southport Beach House is one of two historical beach houses owned by the City of Kenosha; both beach houses are located along the shoreline of Lake Michigan. The Southport Beach House was built in 1942 and is in need of preservation. Until last year, only the upper level of the beach house was available for use. The primary use of the upper level is for the public to rent for special occasions.

The City entered an agreement with the University of Wisconsin – Parkside Center for Environmental Education, Demonstration, and Applied Research (CEDAR) in 2009. This agreement allows CEDAR to hold demonstrational open houses and other public events in the lower lever. As part of this agreement it was stated that the use of the North Courtyard is prohibited until further construction work has been completed.

Prior to 2009, the lower level was in complete despair and unusable. With the aid from the Wisconsin Coastal Management Program the City completed the necessary clean-up and renovations of the lower level. In June 2009 CEDAR held the “Grand Opening” event which demonstrated to the City their level of commitment to the signed agreement. Since the agreement has been signed numerous public demonstrations and educational events have been held at the beach house.

In order for the City to allow CEDAR to expand into the North Courtyard, the City will be contracting an architectural consultant to prepare plans prior to the construction work.

**2. Project Description:** Address all of the issues listed below as they relate to your project.

- a. Describe the project for which funding is requested.
- b. Describe how this project is part of an integrated effort or approach.

a. **PROJECT FOR WHICH FUNDING IS BEING REQUESTED:**  
 The City of Kenosha will work with an architectural consultant to prepare construction plans and specifications for the building preservation and rehabilitation work. The design plans will include the following work for construction (see attached photographs):

1. Reconstruct the north parapet wall.
  - This wall is leaning towards the south over the North Courtyard.
2. Install an emergency exit door in the North Courtyard.
  - The old turnstile has been removed and the opening is boarded and braced until the door is installed. Per the City of Kenosha’s fire code the North Courtyard cannot be used until the exit door has been installed.
3. Repair miscellaneous brick areas over door walkways to ensure the bricks will not fall.
  - The brick over some doorways are beginning to separate from the mortar joint and need to be corrected.
4. Tuck pointing the historical building.
  - There are many areas that need to be tuck pointed to ensure the life and the historical value of the building be preserved.

b. **HOW THIS PROJECT IS PART OF AN INTEGRATED EFFORT OR APPROACH:**  
 This project illustrates the City’s support of the goals and missions of the CEDAR program by helping them grow and expand their educational center.

**3. Impact on Coastal Resources:** Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy ([www.glr.us/](http://www.glr.us/)).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply). Use the suggested indicators listed below, or others that are appropriate to your project.

**Type of Project**

**Suggested Indicators**

Wetland Protection and Habitat Restoration

- Acres of habitat restored or protected
- Endangered species protected
- Type of habitat or ecosystem protected or restored

# Attachment A

## Grant Agreement # AD119502-012.27

Nonpoint Source Pollution Control	<ul style="list-style-type: none"> <li>• Reduction in pounds of P delivery</li> <li>• Reduction in tons of soil erosion/sedimentation</li> <li>• Miles of vegetative buffer</li> </ul>
Great Lakes Education	<ul style="list-style-type: none"> <li>• Number of people trained</li> <li>• Projected audience</li> </ul>
Coastal Resources and Community Planning	<ul style="list-style-type: none"> <li>• Number of municipalities included in a plan</li> <li>• Population affected by the plan</li> <li>• Land area covered by the plan</li> <li>• Type of coastal resource protected</li> <li>• Ordinances developed</li> </ul>
Public Access and Historic Preservation	<ul style="list-style-type: none"> <li>• Linear feet of coastline made accessible or acquired</li> <li>• Population affected</li> <li>• Acres Acquired</li> </ul>

**a. THE EXTENT TO WHICH THE PROBLEM, NEED, OR PRIORITY WILL BE ADDRESSED BY THE PROJECT:**  
 The proposed design plans is the first step to addressing the safety concerns of the building. Without correcting the north parapet wall, the miscellaneous brick repair and installing the north courtyard emergency fire exit, the north courtyard is not suitable for CEDAR use.

**b. PROJECT ADDRESSES A HIGH PRIORITY NEED AS IDENTIFIED IN LOCAL, STATE, REGIONAL, OR NATIONAL PLANS:**  
 The proposed improvements (after the construction stage) will create an opportunity for the educational center to expand into the north courtyard. The agreement between the City of Kenosha and the University of Parkside states that as part of the City's support of CEDAR, it is the City's responsibility to identify, correct, and pay for any capital improvement projects to the Southport Beach House. The City has allocated money in the 2010 Capital Improvement Plan budget to address the previously mentioned concerns.

**c. THE EXTENT TO WHICH THE PROJECT PERMANENTLY ADDRESSES THE PROBLEM OR NEED:**  
 The project will address the major safety concerns of the building. In addition to the proposed renovations, the City is aware that the preservation on an historical building is on going to help maintain the full historical value. The City plans to continue to address these issues and preserve the historical value of the building.

**d. THE EXTENT TO WHICH THE PROJECT LEVERAGES OTHER TECHNICAL OR FINANCIAL RESOURCES:**  
 Over the past several years, the City of Kenosha has invested financial resources to help preserve and improve the historical value of the Southport Beach House. The proposed project's selection and management of the architectural consultant will be managed by City of Kenosha Public Works staff.

**e. THE MEASUREABLE RESULTS:**  
 Once the safety concerns have been addressed, the project can be measured by the additional space that will be available for demonstrations and educational opportunities (approximately 1300 SF of additional space will be made available).

**4. Methodology and Timetable**

- a. Provide a list and description of project tasks, including a timeline and major milestones.
- b. Provide a list of work products or deliverables.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

**a. TIMELINE AND MAJOR MILESTONES:**  
 April 2011 – Sign into agreement with Wisconsin Coastal Management Program  
 June 2011 – City to send out Request for Proposals for Architectural Services  
 July 2011 – Select an Architectural Firm  
 August 2011 – Architectural Firm to begin collecting data and design work  
 January 2012 – Architectural Firm to submit final plans to the City  
 April 2012 – Close out grant with Wisconsin Coastal Management Program

**b. WORK PRODUCTS AND DELIVERABLES:**  
 The City will provide quarterly progress status reports to the Wisconsin Coastal Management Program. Upon request from the Wisconsin Coastal Management Program the City will provide the request for proposals for the architectural services, the results of the request for proposals and/or the finalized construction plans and specifications that were prepared by the architectural consultant.

## Attachment A Grant Agreement # AD119502-012.27

**c. HOW THE PROJECT WILL ENCOURAGE PUBLIC PARTICIPATION:**

Public Involvement is a huge part in the success and growth of CEDAR. CEDAR maintains a website that gives descriptions of what CEDAR is and their goals as an educational organization. The website is the upcoming events for the public to participate in. CEDAR can also be followed through the University of Wisconsin – Parkside’s Facebook and Twitter pages.

**d. PLANS FOR CHANGING LAKE LEVELS:**

When the park was originally constructed piers were placed into the lake to capture and retain beach sand and they are still functional today. If the water were to rise to previously experienced levels, the City believes that the existing piers and bank reinforcements will ensure that the majority of the beach area would remain.

**5. Project Budget**

- a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects totaling \$60,000 or less require a 50% match. Projects larger than \$60,000 require a 60% match. The budget must show proposed costs in the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$2,500.00	\$2,500.00	\$5,000.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$12,500.00	\$12,500.00	\$25,000.00
Construction			
Other			
Indirect Charges			
<b>Totals</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$30,000.00</b>

- b. Applicants for **Public Access and Historic Preservation** projects must provide further details using additional categories/sub-categories in the second table or in another format, if necessary.

Activity	WCMP Request	Match	Total
Engage Architectural/Engineering Services for Construction Plans	\$12,500.00	\$12,500.00	\$25,000.00
City of Kenosha Engineering Staff Time	\$2,500.00	\$2,500.00	\$5,000.00
<b>Totals</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$30,000.00</b>

**6. Budget Description**

- a. Describe, in detail, the commitment of nonfederal matching funds.  
 b. Describe the composition and source of the matching funds.

**a. COMMITMENT OF NONFEDERAL MATCHING FUNDS:**

The approved City of Kenosha 2010-2014 Capital Improvement Plans details the budget for the improvements to the Southport Beach House.

**b. COMPOSITION AND SOURCE OF MATCHING FUNDS:**

The Capital Improvement Plan funds still available for use and will be used as the match portion amount as outlined in the project budget.

**7. Bonus objectives.** Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies  
 b. Develop exceptional marketing, outreach or education strategies  
 c. Encourage coast-wide projects or solutions

**Attachment A**  
**Grant Agreement # AD119502-012.27**

**a. BUILD PARTNERSHIP ALLIANCES WITH OTHER ORGANIZATIONS OR AGENCIES:**

The City of Kenosha has a memorandum of agreement with the University of Wisconsin – Parkside to allow the CEDAR program to use the Southport Beach House for experiential environmental education.

**b. DEVELOP EXCEPTIONAL MARKETING, OUTREACH, OR EDUCATION STRATEGIES:**

CEDAR is a public outreach, educational organization which is striving to hold classes in the lower level for children of all ages.

**c. ENCOURAGE COAST-WISE PROJECTS OR SOLUTIONS:**

Within the written agreement between the City of Kenosha and University of Wisconsin – Parkside it is listed that a goal of CEDAR is to “demonstrate innovative, ecologically sound residential and commercial products and business practices and build awareness and appreciation for the Great Lake ecosystem and connected watershed.”

C-5



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

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

August 4, 2011

TO: Michael Orth, Chairman  
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: T-Mobile Cell

T-Mobile has requested to run a connection to the current cell tower at Anderson Park. My recommendation to the commission is that they allow the company to run this line.

CAUTION: HIGH VOLTAGE 22ND AV (HWY 174)

BKTA-900	C.1-50
8806-22,1-50	NC
8806-22,51-600	NC
C.226-229	NC
8806-22,830-850	NC
DD,701-900	NC

TO 85TH ST

<0> #1131588  
(1973) 45C 995'  
AJTW-50  
8806-22,751-800

EXISTING PED  
45C

7 45C  
REPLACE PED  
BEGNSM=10

(10/17/05)

<0> #1120643  
(64) 22C-D  
BKTA-600  
210902

TO CI VIA C F 881

IN CONDUIT  
PLACED BY  
US CELLULAR

1 45C  
<12972> #170124180  
(PPA) 45C 980'  
ANMW-50  
8806-22,1-50

ANDERSON FIELD

BASEBALL FIELD

580'  
(1973) 45C 770'  
AJTW-50  
8806-22,751-800

9 45C  
4530B

22X  
8  
AT/T PROPOSED  
BURIED FIBER CABLE  
TO BE PLACED INTO  
HANDHOLE FROM  
SOUTH.

POOL

DRIVE

4+75  
PROPOSED  
AT/T FIBER  
HANDHOLE - PROVIDED BY  
T-MOBILE

<0> #1131567  
(85) 45C-D 227'  
ALTW-400  
8806-22,601-825  
C.226-229(3934)  
8806-22,830-900  
8806-22,1501-1600

PROPOSED ADD 872' OF  
2" CONDUIT WITH 1/4"  
MULE TAPE BY T-MOBILE

<0> #1131585  
(76) 45C-D 528'  
AJTW-50  
8806-22,751-800

PATH

PATH

FOOTBALL STADIUM

LMU=4.645  
CO=L3

TOWER

<12972> #170124181  
R8730 22  
BEGNSM=25  
8806-22,1-25

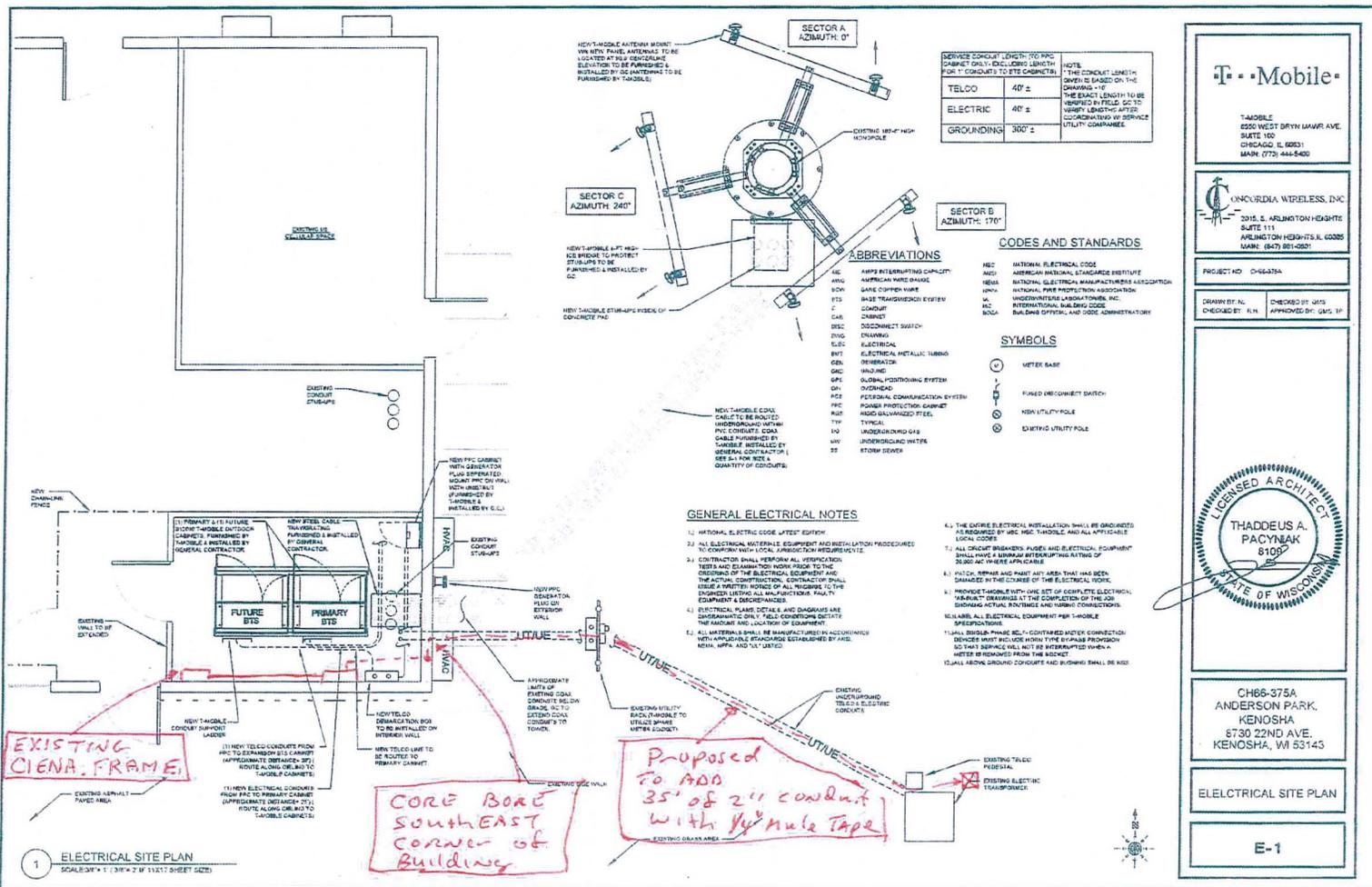
5 45C  
PROPOSED  
CHARLES RD  
HANDHOLE

PL  
BEGNSM=8  
2 45C  
MATEL

BUILDING

T-MOBILE  
ELWOOD SAENGER  
Elwood St  
5/13/11

AT&T  
MICHAEL J. TOYEK  
Michael J. Toyek  
5/13/11



CONDUIT TYPE	LENGTH	NOTE
TELECOM	40' ±	THE CONDUIT LENGTH IS BASED ON THE DRAWING. IT IS THE EXACT LENGTH TO BE USED IN FIELD. GO TO VERIFY LENGTHS AFTER COORDINATION BY SERVICE UTILITY COMPANIES.
ELECTRIC	40' ±	
GROUNDING	300' ±	

### ABBREVIATIONS

ACC	AMPE INTERRUPTING CAPACITY
AMC	AMERICAN MADE CABLE
BOV	BARE COPPER WIRE
ETS	BASE TRANSMISSION SYSTEM
CON	CONDUIT
DISC	DISCONNECT SWITCH
ELC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
GEN	GENERATOR
GRD	GROUNDING
SPF	SUBMERSE POSITIONING SYSTEM
OPN	OVERHEAD
PCS	FEDERAL COMMUNICATIONS SYSTEM
PFC	POWER PROTECTION CABINET
HTF	HIGH ULTRAVIOLET PROTECTIVE FILM
TRV	TYPICAL
UND	UNDERGROUND
WTR	UNDERGROUND WATER
BT	BOTTOM SOURCE

### SYMBOLS

(Symbol)	METER BASE
(Symbol)	FUSED DISCONNECT SWITCH
(Symbol)	NON UTILITY POLE
(Symbol)	EXISTING UTILITY POLE

### GENERAL ELECTRICAL NOTES

1. NATIONAL ELECTRIC CODE LATEST EDITION
2. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO COMPLY WITH LOCAL JURISDICTION REQUIREMENTS
3. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATIONS WORK FROM THE COMMENCEMENT OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTACT OF SHALL BE MADE WITH THE OWNER OF ALL RECORDS TO THE ENGINEER LISTING ALL MANUFACTURERS, MAKE, MODEL AND SERIAL NUMBERS
4. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. FIELD CONDITIONS DETAIL THE MAKE AND LOCATION OF EQUIPMENT
5. ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, IEEE AND UL LISTED
6. THE EXISTING ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY NEC, THORSOLE AND ALL APPLICABLE LOCAL CODES
7. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A BURNING APPROXIMATELY 30,000 BTU PER HOUR APPLICABLE
8. ALL CIRCUIT BREAKERS AND FUSES SHALL BE INSTALLED IN A LOCATION THAT HAS BEEN DAMAGED BY THE COURSE OF THE ELECTRICAL WORK
9. PROVIDE TOLERANCES WITH THE SET OF COMPLETE ELECTRICAL. VARIABILITY DRAWS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND USING CONNECTIONS
10. LABEL ALL ELECTRICAL EQUIPMENT PER T-MOBILE SPECIFICATIONS
11. LABEL SINGLE PHASE BOLT-CONTAINED WATER CONNECTIONS. DEVICES MUST BE LOCATED WITHIN THE EQUIPMENT PROTECTION SO THAT SERVICE WILL NOT BE INTERRUPTED WHEN A WATER REPAIRS FROM THE ROCKET
12. LABEL ALL GROUND CONDUITS AND BUSHINGS SHALL BE ASSE

**T-Mobile**

T-MOBILE  
6550 WEST DRYW MAWR AVE.  
SUITE 100  
CHICAGO, IL 60631  
MARK: (773) 444-6400

---

ONCOURDA WIRELESS, INC.  
3315 S. ARLINGTON HEIGHTS  
SUITE 111  
ARLINGTON HEIGHTS, IL 60005  
MARK: (847) 881-0801

---

PROJECT NO: CH6-375A

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DRAWN BY: AL  
CHECKED BY: K.M.

CHECKED BY: GMS  
APPROVED BY: GMS, TP

---

LICENSED ARCHITECT  
THADDEUS A. PACYNAK  
8106  
STATE OF WISCONSIN

---

CH6-375A  
ANDERSON PARK,  
KENOSHA  
8730 22ND AVE.  
KENOSHA, WI 53143

---

ELECTRICAL SITE PLAN

---

E-1

T-MOBILE  
Elwood Sporen  
Elwood Sporen  
5/13/11

AT&T  
MICHAEL S. TOREK  
Michael J. Sade  
5/13/11

Proposed  
to add  
35' of 2" conduit  
with 1/2" Mule Tape

EXISTING CIENA FRAME

CORE BORE  
southeast  
corner of  
Building

## T-Mobile AAV Proposed Scope of Work & Pending Issues

Date:	Field Engineer	Site Number	Reason for site visit
5/13/11	ELWOOD SPENCER	CH66375	AT&T DESIGN WALK

### Comments

PHASE I , COMPLETE

PHASE II, PROPOSED TO RUN NEW 2" CONDUIT FROM CIENA FRAME TO PROPOSED CHARLES PED

PROPOSED TO RUN NEW 2" CONDUIT FROM PROPOSED CHARLES PED TO PROPOSED AT&T

FIBER HAND HOLE TO BE SET ALONG 22<sup>ND</sup> AVE.

Miscellaneous Site Issues	Field Engineer Photo Check List
	Site Placard or Site number
	Overview of Node B
	Conduit Routing
	Floor by Floor Penetrations
	Stub up Locations
	Ciena Location
	Nid Location
	Mule Tape Lengths
	Field Engineer Procedures
	Received list of visit for today
	Obtained all docs prior to site visit
	Review reason(s) to visit site
	Called upon arrival to site
	Reviewed SOW & Resolution
	Create field sketch if needed
	Obtained turn by turn pics
	Create detailed scope below
	Called prior to departure from site

### Detailed Step by Step Scope Of Work

1. PROPOSED TO RUN NEW 35' 2" CONDUIT FROM CIENA FRAME TO CHARLES PED  
PLACE ¼" MULE TAPE.
2. PROPOSED TO RUN NEW 872' 2" CONDUIT FROM CHARLES PED TO PROPOSED AT&T FIBER  
HAND HOLE TO BE SET ALONG 22<sup>ND</sup> AVE.
3. PROPOSED TO PLACE A HAND HOLE FROM PROPOSED CHARLES PED 475' EAST.
4. PROPOSED TO CORE BORE 2 ¼" HOLE 3' FROM SOUTHEAST CORNER OF BUILDING.

SIGN OFF:

T-MOBILE

AT&T-

ELWOOD SPENCER

*Elwood Spencer*  
5/13/11

MICHAEL TOYEK

*Michael J. Toyek*  
5/13/11

Info 1



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

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

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Interim Director**

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

August 4, 2011

To: Michael Orth, Chairman  
Park Commission

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

CC: Eric Haugaard  
District 1

Tod Ohnstad  
District 6

Subject: ***INFORMATIONAL ITEM – Petzke Park Zoning Change***

**BACKGROUND INFORMATION**

With the recent approval of the Petzke Park Master Plan, staff discovered that a zoning change for a portion of the MacWhyte property from M-2 (Heavy Manufacturing) to IP (Institutional / Park) would be required in accordance with the approved Master Plan (exhibit attached).

**RECOMMENDATION**

Informational Only – No Action Required



**Petzke Park Master Plan**  
Kenosha, Wisconsin

ID | 2407.04 0405 | 2011

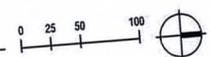


Exhibit G **SAA** DESIGN GROUP

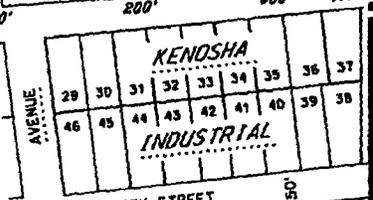
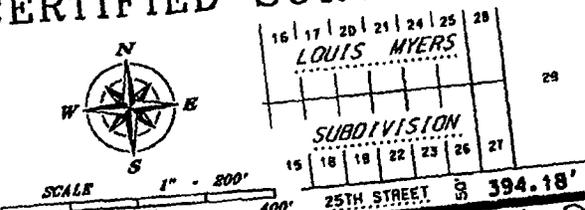


# CERTIFIED SURVEY MAP

#1604311  
No. 2660



SCALE 1" = 200'



- LEGEND**
- ⊙ DENOTES WISCONSIN STATE PLANE CO-ORDINATE SYSTEM MONUMENT
  - DENOTES 1/4" O.D. x 18" SET IRON PIPE, MINIMUM WEIGHT 1.13 LBS/LIN. FT.
  - SET ● DENOTES SET CROSSCUT
  - FIP ● DENOTES FOUND IRON PIPE
  - FIB ● DENOTES FOUND IRON BAR
  - (XXX.XX') DENOTES ALSO "RECORDED AS"



SOUTH LINE, SW QUARTER, 19-2-23  
 S87° 51'16" W FIP  
 ( 2,651.38' ) 0.04' N  
 2,851.37' 0.00' W

412.08' N4° 52'20"E (N4° 47'45"E)  
 EAST LINE OF KENOSHA INDUSTRIAL ASSOCIATION'S SUBDIVISION AS PER FOUND MONUMENTATION AND ADJACENT SURVEYS. SEE DETAIL 3 - A

SEE DETAIL 3 - A ON PAGE 3

10-223-19-377-002

1,908.48' N4° 47'46"E

**LOT 1**  
 593.887 SQ. FT.  
 19.634 ACRES

81° 03'30" PER PRIOR SURVEY

327.76' FIP 10  
 0.05' N 0.00' E 0.05' S 0.05' E

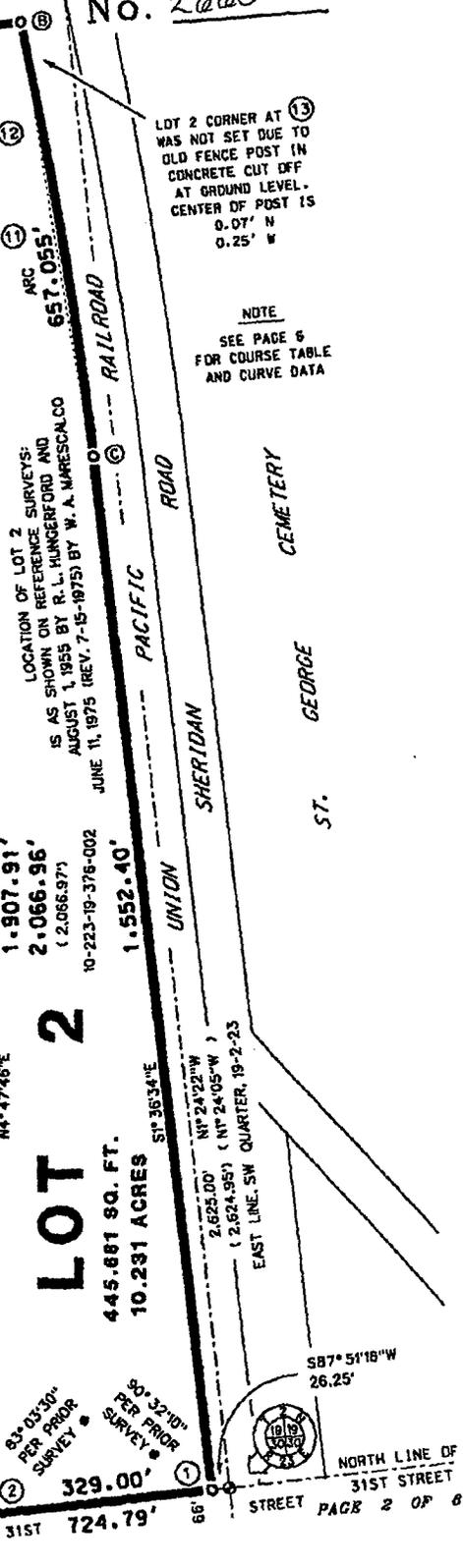
10-223-19-308-004

1,907.91' N4° 47'46"E

**LOT 2**  
 2,066.96' ( 2,066.97' )  
 10-223-19-376-002

83° 03'30" PER PRIOR SURVEY

329.00' 80° 32'10" PER PRIOR SURVEY



LOT 2 CORNER AT (13) WAS NOT SET DUE TO OLD FENCE POST IN CONCRETE CUT OFF AT GROUND LEVEL. CENTER OF POST IS 0.07' N 0.25' W

NOTE  
 SEE PAGE 6 FOR COURSE TABLE AND CURVE DATA

LOCATION OF LOT 2 AS SHOWN ON REFERENCE SURVEYS IS AS SHOWN BY R. L. HUNGERFORD AND AUGUST 1, 1955 BY W. A. MARESCALCO JUNE 11, 1975 (REV. 7-15-1975)

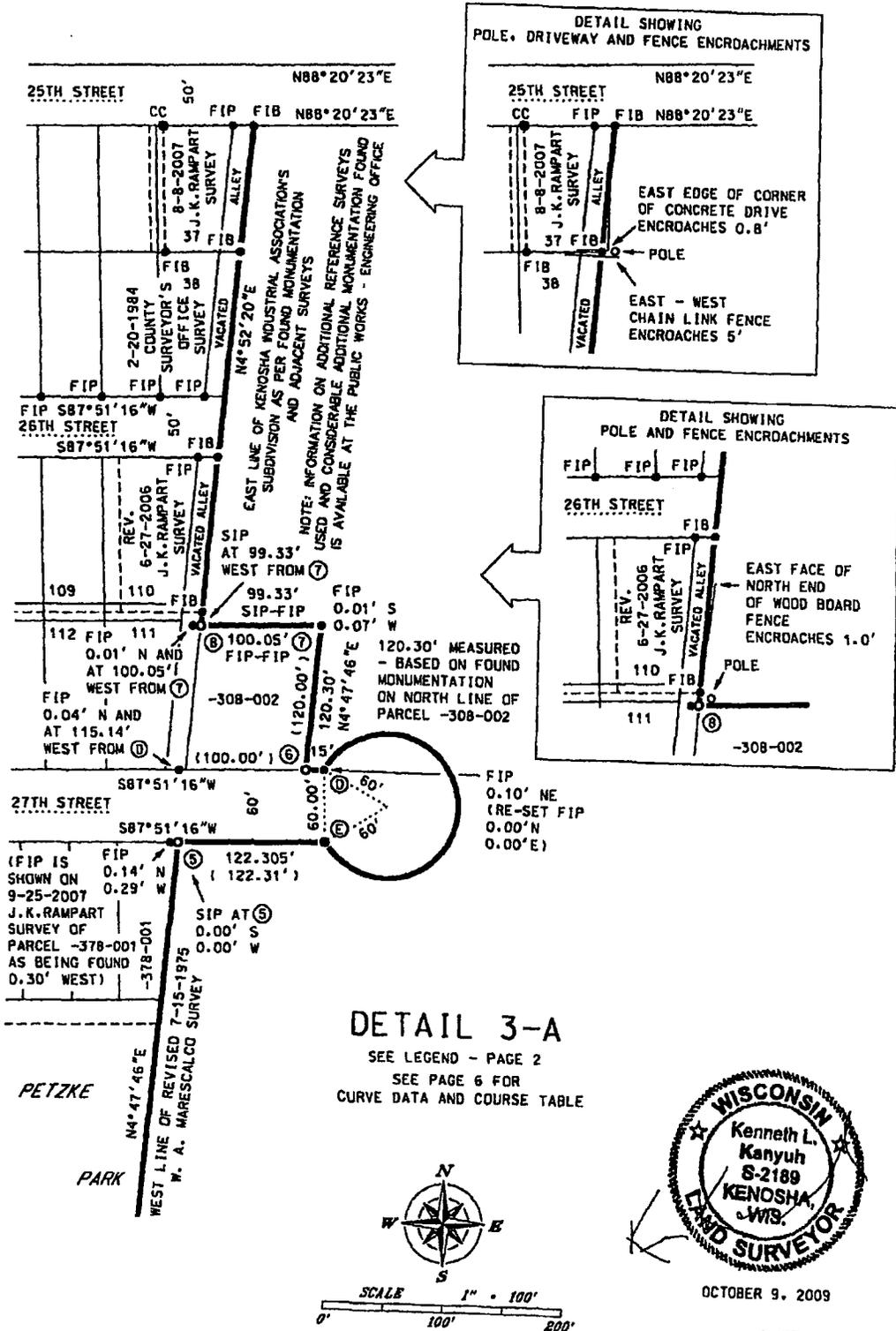
2,625.00' N1° 24'05" W ( 2,624.95' )  
 EAST LINE, SW QUARTER, 19-2-23

S87° 51'18" W 26.25'

NORTH LINE OF 31ST STREET

# CERTIFIED SURVEY MAP

# 1604311  
No. 2660



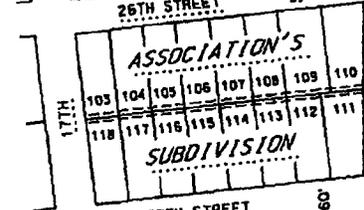
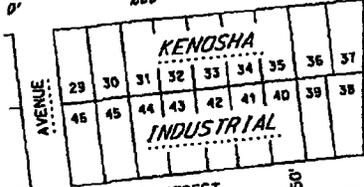
# CERTIFIED SURVEY MAP

# 1604311  
No. 2660



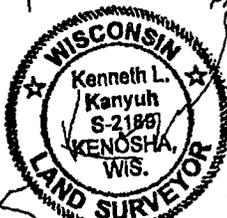
SCALE 1" = 800'

16 | 17 | 20 | 21 | 24 | 25 | 28  
LOUIS MYERS  
SUBDIVISION  
15 | 18 | 19 | 22 | 23 | 26 | 27



**LEGEND FOR PAGE 4**

- UTILITY LINES AND APPURTENANCES STILL EXIST WITHIN OLD STREET RIGHT-OF-WAYS
- RES. XX-XX DENOTES CITY OF KENOSHA COMMON COUNCIL RESOLUTION
- DOC. # DENOTES DOCUMENT NUMBER WITH THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE
- REC. "RECORDED ON"



OCTOBER 9, 2009

SOUTH LINE, SW QUARTER, 19-2-23  
SB7° 51'16"W (2,651.38')  
2,651.37'

FIP 0.04' N 0.00' W

327.76'

412.00'

FORMER 14TH AVENUE VACATED BY RES. 14-84 (NOW RE-DEDICATED) DOC. # 714311

PART OF FORMER 27TH STREET VACATED BY RES. 15-84 DOC. # 714312

AGREEMENT TO ALLOW MACWHYTE CO. TO PLACE RETAINING BARRIER ALONG EAST SIDE OF 14TH AVENUE (BETWEEN 24TH STREET AND 31ST STREET) DOC. # 566659 REC. 10-19-1973

1,908.48' DEDICATED TO THE PUBLIC

1,907.91'

1,546.51'

1,318.52'

**LOT 1**

STORM INLETS

POLE

303.24'

14TH AVENUE 66'

12' EASEMENT STRIP TO AT&T

328.45'

RAILROAD

12' EASEMENT STRIP TO AT&T

PACIFIC ROAD

SHERIDAN

UNION

GEORGE

ST.

14TH 66'

12' EASEMENT STRIP TO AT&T

6' EASEMENT STRIP TO AT&T

AT&T EASEMENT STRIP DOC. # 1536733 RECORDED 10-11-2007

1,546.51'

12' EASEMENT STRIP TO AT&T

66'

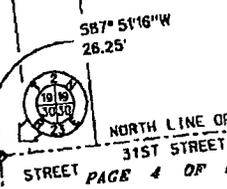
51ST

**NOTE**  
THE KENOSHA WATER UTILITY PURPORTS THAT ALL ON-SITE WATER LINES AND APPURTENANCES, AND SANITARY SEWER AND APPURTENANCES, HAVE BEEN DISCONTINUED.

THIS IS A FORMER FACTORY SITE THAT CONTAINED PRIVATE UTILITY LINES AND APPURTENANCES. CONTACT DIGGER'S HOTLINE AND UTILITY PROVIDERS BEFORE COMMENCING ANY EXCAVATION WORK.

MONITORING WELLS EXIST THROUGHOUT THIS SITE. (NOT LOCATED)

N1° 24' 22" W 2,625.00' (N1° 24' 05" W)  
(2,624.95')  
EAST LINE, SW QUARTER, 19-2-23



NORTH LINE OF 31ST STREET

# CERTIFIED SURVEY MAP

# 1604311  
No. 2660

## NOTES

NO PRIVATE DEVELOPMENT SHALL TAKE PLACE ON LOTS 1 OR 2 UNTIL A STORMWATER DRAINAGE PLAN IS SUBMITTED TO, AND APPROVED BY, THE CITY OF KENOSHA DEPARTMENTS OF CITY DEVELOPMENT AND PUBLIC WORKS - ENGINEERING

DEVELOPMENT ON LOTS 1 OR 2 SHALL CONFORM WITH CITY OF KENOSHA SPECIFICATIONS. CONTACT THE CITY OF KENOSHA DEPARTMENT OF CITY DEVELOPMENT

THIS SURVEY WAS PERFORMED WITHOUT BEING PROVIDED A CURRENT TITLE REPORT.

REFER TO A CURRENT TITLE REPORT FOR ADDITIONAL EASEMENTS, RESTRICTIONS OR OTHER INFORMATION WHICH MAY AFFECT THE USE OF ANY LOT IN THIS SURVEY.

THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITY LINES ARE UNKNOWN AND NOT SHOWN. CONTACT DIGGERS HOTLINE BEFORE COMMENCING ANY EXCAVATION.

DISTANCE MEASUREMENTS ARE TO THE NEAREST 0.01'. SELECTED SEGMENTS HAVE BEEN COMPUTED TO THE NEAREST 0.005'. FIELD MEASUREMENTS WERE TAKEN USING AN INSTRUMENT MANUFACTURED TO A 00°00'02" ANGULAR ACCURACY RATING.

### Description of exterior boundary of property surveyed:

I, Kenneth L. Kanyuh, a registered land surveyor, do hereby certify that I have surveyed, divided and mapped a part of the Northeast Quarter and Southeast Quarter of the Southwest Quarter of Section 19, Town 2 North, Range 23 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, the exterior boundaries of which are described as follows:

Commencing at the southeast corner of said Quarter Section; thence South 87°51'18" West along the south line of said Quarter Section, 28.25 feet to the point of beginning; thence continuing South 87°51'18" West along said south line, 724.79 feet; thence North 4°47'48" East, 1,318.52 feet to the south line of 27th Street; thence North 87°51'18" East along said south line, 122.305 feet; thence southeasterly, northeasterly, northwesterly and southwesterly along the right-of-way of said 27th Street, being here the arc of a circular curve that is concave westerly, 314.16 feet; said curve having a central angle of 300°00'00", a radius of 60.00 feet and a chord which bears North 2°08'44" West a distance of 60.00 feet; thence South 87°51'18" West along the north line of said 27th Street, 15.00 feet; thence North 4°47'48" East, 120.30 feet; thence South 87°51'18" West, 99.33 feet to the east line of a (vacated) alley in Kenosha Industrial Association's Subdivision, said alley having been vacated by City of Kenosha Common Council Resolution No. 4-05; thence North 4°52'20" East along the east line of said alley, and its extension northerly, 412.08 feet to the south line of 25th Street; thence North 88°20'23" East along said south line, 394.18 feet to the east line of 14th Avenue; thence North 4°47'48" East along said east line, 159.05 feet; thence North 0°12'14" West along said east line, 157.025 feet to the south line of 24th Street; thence North 88°12'51" East along the south line of 24th Street, 58.35 feet; thence southeasterly along the arc of a circular curve that is concave westerly 657.055 feet; said curve having a central angle of 8°19'01", a radius of 5,959.60 feet and a chord which bears South 4°48'04.5" East a distance of 858.72 feet; thence South 1°38'34" East, 1,552.40 feet to the point of beginning.  
This description containing 1,165,517 square feet or 26.757 acres, of land, more or less.

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys and the subdivision regulation of the City of Kenosha. Dated this 9th day of October, 2009

KENNETH L. KANYUH  
WI. REGISTERED LAND  
SURVEYOR No. S-2189



# CERTIFIED SURVEY MAP

#1604311  
No. 2660

COURSE TABLE		
COURSE	DISTANCE	BEARING
①-②	329.00'	S87°51'16"W
②-③	66.485'	S87°51'16"W
②-⑪	1907.91'	N4°47'46"E
③-④	329.305'	S87°51'16"W
③-⑩	1908.48'	N4°47'46"E
④-①	724.79'	N87°51'16"E
④-⑤	1318.52'	N4°47'46"E
⑤-⑥	122.305'	N87°51'16"E
⑥-⑦	120.30'	N4°47'46"E
⑥-⑦	SEE CURVE TABLE	
⑦-⑧	15.00'	S87°51'16"W
⑧-⑨	120.30'	N4°47'46"E

COURSE TABLE		
COURSE	DISTANCE	BEARING
⑦-⑧	99.33'	S87°51'16"W
⑧-⑨	412.08'	N4°52'20"E
⑨-⑩	327.76'	N88°20'23"E
⑩-⑪	66.42'	N88°20'23"E
⑪-⑨	394.18'	S88°20'23"W
⑪-⑫	159.05'	N4°47'46"E
⑫-⑬	157.025'	N0°12'14"W
⑬-⑭	58.35'	N88°12'51"E
⑭-⑮	SEE CURVE TABLE	
⑮-⑯	1552.40'	S1°36'34"E

CURVE DATA					
CURVE	RADIUS	CENTRAL ANGLE	ARC	CHORD LENGTH	CHORD BEARING
A - B	5959.60'	3°25'19"	355.93'	355.88'	S9°38'14.5"E
B - C	5959.60'	6°19'01"	657.055'	656.72'	S4°46'04.5"E
A - C	5959.60'	9°44'20"	1012.985'	1011.77'	S6°28'44"E
D - E	60.00'	300°00'00"	314.16'	60.00'	S2°08'44"E



OCTOBER 9, 2009

AS OWNER, The City of Kenosha, Inc., a municipal body corporate, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said corporation has caused the lands described on this plat to be surveyed, divided and mapped as represented on this plat. This plat is required by s.238.10 or 238.12 to be submitted to the Common Council of the City of Kenosha for approval or objection..

THE CITY OF KENOSHA, INC.

  
MAYOR KEITH G. BOSMAN

  
CITY CLERK MICHAEL K. HIGGINS

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

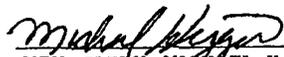
Personally came before me this 11<sup>th</sup> day of November, 2009 the above named Keith G. Bosman and Michael K. Higgins, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

My Commission Expires 1/22/13 NOTARY PUBLIC   
SHARON KREWSOHN

Resolved that this Certified Survey Map has been submitted to and approved by the Common Council of the City of Kenosha on this 2<sup>nd</sup> day of November, 2009.

  
MAYOR KEITH G. BOSMAN

SHEET 8 OF 8

  
CITY CLERK MICHAEL K. HIGGINS

CISMA 2660



DOCUMENT

1604311

RECORDED

At Kenosha County, Kenosha, WI 53140  
Louise J. Principe, Register of Deeds  
on 11/12/2009 at 12:51 PM  
90051133 \$23.00

REGDEED3

JOES