

PUBLIC SAFETY & WELFARE COMMITTEE
- MINUTES -
Monday, July 27, 2009

The regular meeting of the Public Safety & Welfare Committee was held on Monday, July 27, 2009 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 6:02 pm. The following members were present: Chairman Jesse Downing, Alderman Donald Ruef, and Michael J. Orth. Alderman Kathy Carpenter left during item #4. Alderman Stephen P. Casey was excused. Staff members in attendance were Kevin Risch and Lieutenant Eric Larsen.

It was moved by Alderman Ruef, seconded by Alderman Carpenter, to approve the minutes of the meeting held on Monday, July 13, 2009. Motion passed 4-0.

1. Previous Trial to Install Adult Crossing Guard at 65th Street and Sheridan Road (*Districts 2 & 8*)
Public Hearing: Lieutenant Eric Larsen informed the committee that Chief Morrissey believes that this crossing guard should be there, it is a State Highway, traffic is heavy and the traffic doesn't slow down. There used to be a crossing guard on 63rd Street and Sheridan Road.
Alderman/Staff: Kevin Risch stated that the numbers did not warrant the need for a crossing guard at that location. Alderman Orth agreed that there is a need for a crossing guard at that location. Chairman Downing agreed that the traffic doesn't slow down and that there should be speed study done.
It was moved by Alderman Orth, seconded by Alderman Carpenter, to approve. Motion passed 4-0.
2. Previous Trial for 30 Minute Parking, 6am – 7pm Monday – Friday East side 26th Avenue 6600 Block. (*Districts 12*)
It was moved by Alderman Ruef, seconded by Alderman Carpenter, to approve. Motion passed 4-0.
3. Aldermanic Request for a trial for the Removal of Yield Control and replace with Stop Control for 18th Avenue (NB/SB) at 48th Street. (*Districts 6*)
It was moved by Alderman Carpenter, seconded by Alderman Orth, to approve a trial. Motion passed 4-0.
4. Proposed Ordinance to Repeal and Recreate Section 1.03 (*of the Code of General Ordinances*) Entitled "Common Council". (Also referred to Finance Committee, Public Works Committee, Public Safety & Welfare Committee, and Licensing/Permit Committee)
Public Hearing: Alderman Misner, 13th District, sponsor of the proposed ordinance change, informed the committee of the amendments Public Works Committee made. He informed the committee that the Alderman need to be accountable to their constituents and that sanctions should be imposed for failure to execute the mandatory responsibilities.
Alderman/Staff: Alderman Carpenter had some issues with constituents complaints. Alderman Ruef feels that this might turn people away from running in the future and doesn't feel this is needed. Alderman Orth said that there are somethings that he likes in this proposal. He feels that just because you miss a meeting doesn't mean that you didn't do any work. He also feels that this should include Committee/Commission meetings, not just Common Council meetings. Chairman Downing is in support of this proposal.
It was moved by Alderman Orth, seconded by Alderman Ruef, to approve as amended by Public Works Committee. Motion passed 3-0.

CITIZENS COMMENTS/ALDERMAN COMMENTS: Alderman Orth requested a traffic study at 60th Avenue and 80th Street. Alderman Downing requested a traffic/speed study on 53rd Street by the YMCA.

ADJOURNMENT - *There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:35 pm.*



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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

1

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

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

TO: Jesse Downing, Chairman
Public Safety & Welfare Committee

FROM: Janice D. Schroeder 

SUBJ: Sign in Public Right-of-Way

DATE: 8/10/2009

Recently, a portion of 26th Avenue between 85th Street and 87th Place, adjacent to Tremper High School, was changed to one-way traffic. Dick Aiello, principal of Tremper High School, 8560 26th Avenue, has requested temporary signs in the right-of-way to direct beginning of the school year traffic to the new traffic pattern around the high school (attachments showing the map of the area and the verbiage of each sign are included).

The request is for temporary signage until the community, students and their parents become acquainted with the new traffic pattern.

RECOMMENDATION

Mr. Aiello has submitted with required documentation and staff recommends the approval of the temporary placement of these signs.

City of Kenosha Ordinance No. 5.045
APPLICATION FORM AND INDEMNITY & HOLD HARMLESS AGREEMENT
Banners, Signs, Decorations & Obstructions in Public Right-of-Ways

- Name of Applicant: Richard Aiello, Principal / TREMPER High School
- Address of Applicant: 8560 - 26th AVE / Kenosha Unified Schools
- Is Applicant a partnership individual corporation group of individuals religious organization fraternal organization (check one). PUBLIC SCHOOL raiello@kUSD.edu
- Contact Person (Name, Title, Address, Phone Number): Richard J. Aiello, Principal
8560 - 26th AVE 53143 262 359-2200
- Is banner, sign, decoration or obstruction permanent or temporary in nature?
- Will banner, sign, decoration or obstruction be lighted? NO YES If yes, attach electrical plans and specifications
- Location: See Attachments
- Size: 6" x 4"
- Construction (type of materials): Vinyl
- Height above public right-of-way: 4' to 5'
- Is banner, sign, decoration or obstruction to be placed on property of another which infringes on a public right-of-way? NO
- If banner, sign, decoration or obstruction is to be placed on property of another, such as on a railroad bridge or private walkway connecting two building, etc., signed permission from the property owner must be attached hereto.
- When will banner, sign, decoration or obstruction be put up? August 11, 2009 Taken down? Sept. 19, 2009
- 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).
- Does the applicant understand that in the event of an unfavorable decision by the Department of Public Works, the applicant may appeal said denial to the Committee on Public Safety and Welfare? (See City of Kenosha Ordinance No. 5.045 for details)
 Yes No

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 losses, 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.

Dated at Kenosha, WI this 3rd day of August, 2009
Signature of Applicant: Richard J. Aiello Signature of Applicant: Paul Huelb
Title: Principal, Tremper H.S. Title: _____

CONDITIONS OF APPROVAL

The Department of Public Works 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 or racks where otherwise permitted:

- Placement of obstructions shall be limited to areas where the sidewalk width is twelve (12) feet wide from face of curb to building line.
- The obstruction shall be no closer than two (2) feet to the face of the curb.
- The obstruction shall occupy no more than five (5) of the area between the curb and building line.
- Non-permanent obstructions will be only permitted from May 1 through November 1.
- 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.
- Obstructions greater than three and one-half (3.5) feet in height shall be at least fifteen (15) feet from a corner sidewalk.
- Obstructions cannot extend beyond the limits of the applicant's property's street frontage.
- Aisle ways to building doors will be unobstructed so as to ensure a safe fire exit.
- In accordance with Chapter 32, Rule 06-25 of the Code of General Ordinances, no structure, tree, pole, post, sign or any other 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.

COMMUNITY INSURANCE CORPORATION

Home Office at:
22 E. Mifflin Street – suite 900
Madison, Wisconsin 53703

PUBLIC ENTITY LIABILITY INSURANCE DECLARATIONS

POLICY NO.: SGL22167-08

RENEWAL OF NO.: SGL22167-07

Named Insured and Mailing Address

Kenosha Unified School District #1
3600 52nd Street
Kenosha, WI 53144

Agent/Broker Number and Address

Kim Hurtz
18550 West Capitol Drive
Brookfield, WI 53045

Policy Period: From 7/1/2008 to 7/1/2009 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
Limit Per Occurrence	\$10,000,000.00
Limit for Uninsured Motorist Coverage	\$100,000.00 per person/\$100,000.00 per occurrence
Limit for Underinsured Motorist Coverage	\$100,000.00 per person/\$100,000.00 per occurrence
PRIOR ACTS RETROACTIVE DATE (COVERAGES A & B)	
This Insurance does not apply to claims which occurs before the Retroactive Date, if any, shown here: None <small>(Enter Date or "None" if no Retroactive Date applies)</small>	
PRIOR ACTS RETROACTIVE DATE (COVERAGE C)	
This Insurance does not apply to claims which occurs before the Retroactive Date, if any, shown here: Unlimited <small>(Enter Date or "None" if no Retroactive Date applies)</small>	
DEDUCTIBLE	
\$25,000.00 per claim (applies to coverage C, Errors and Omissions only) \$25,000.00 per claim (applies to coverage A, Personal Injury only) \$0.00 per claim (applies to coverage A, Auto Liability only)	
PREMIUM	
Premium \$145,222.00 Minimum and Deposit. With 25% minimum earned for a period of less than 90 days.	

Countersigned:

Date: 7/1/2008

By: Karen Flynn
Authorized Representative

THESE DECLARATIONS, AND THE COMMON POLICY DECLARATIONS IF APPLICABLE, TOGETHER WITH THE COVERAGE FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Insurance Binder -GL, AL, SBLL					
Producer:	Phone: 262-781-9468	Company:	Binder #:	Date:	
Aegis Corporation 18550 West Capitol Drive Brookfield, Wisconsin 53045-1925		Community Insurance Corp.	104900	6/9/2009	
		Effective		Expiration	
		Date:	Time	Date	Time
		7/1/2009	12:01 AM	7/1/2010	12:01 AM
Insured:		Temporary Insurance Binder:			
Kenosha Unified School District #1 3600 52nd Street Kenosha, WI 53144		Accept this binder as an indication of coverage until the policy is issued.			

Coverage:		Coverage/Forms:	Limits:	
General Liability		SBLL – Subject to \$25,000.00 deductible AL- Subject to \$0.00 deductible PI- Subject to \$25,000.00 deductible Subject to \$0.00 deductible Retro Date for Claims:	Each Occurrence:	\$10,000,000.00
Commercial GL:	<input checked="" type="checkbox"/>		Fire Damage (Any one Fire):	Included
Occurrence:	<input checked="" type="checkbox"/>		Med Exp (Any one person):	None
SBLL	<input checked="" type="checkbox"/>		Personal & Adv Injury:	Included
			General Aggregate:	None
			Products-Comp/Op AGG:	None
Automobile Liability			Combined Single Limit:	\$10,000,000.00
Any Auto:	<input checked="" type="checkbox"/>		Bodily Injury (Per Person):	
All Owned Autos:	<input checked="" type="checkbox"/>		Bodily Injury (Per accident):	
Scheduled Autos:			Property Damage:	
Hired Autos:	<input checked="" type="checkbox"/>		Medical Payments:	None
Non-Owned Autos:	<input checked="" type="checkbox"/>		Personal Injury Protection:	
			Uninsured Motorist:	\$100,000.00/ \$100,000.00
			Underinsured:	\$100,000.00/ \$100,000.00

Authorized Representative:

Karen Flynn

Conditions

The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Temporary Banners in the
Right-of-Way for
Tremper High School

A

Use 87th Place at 30th Avenue
To access
Tremper High School Main Office
Ameche Field Parking

B

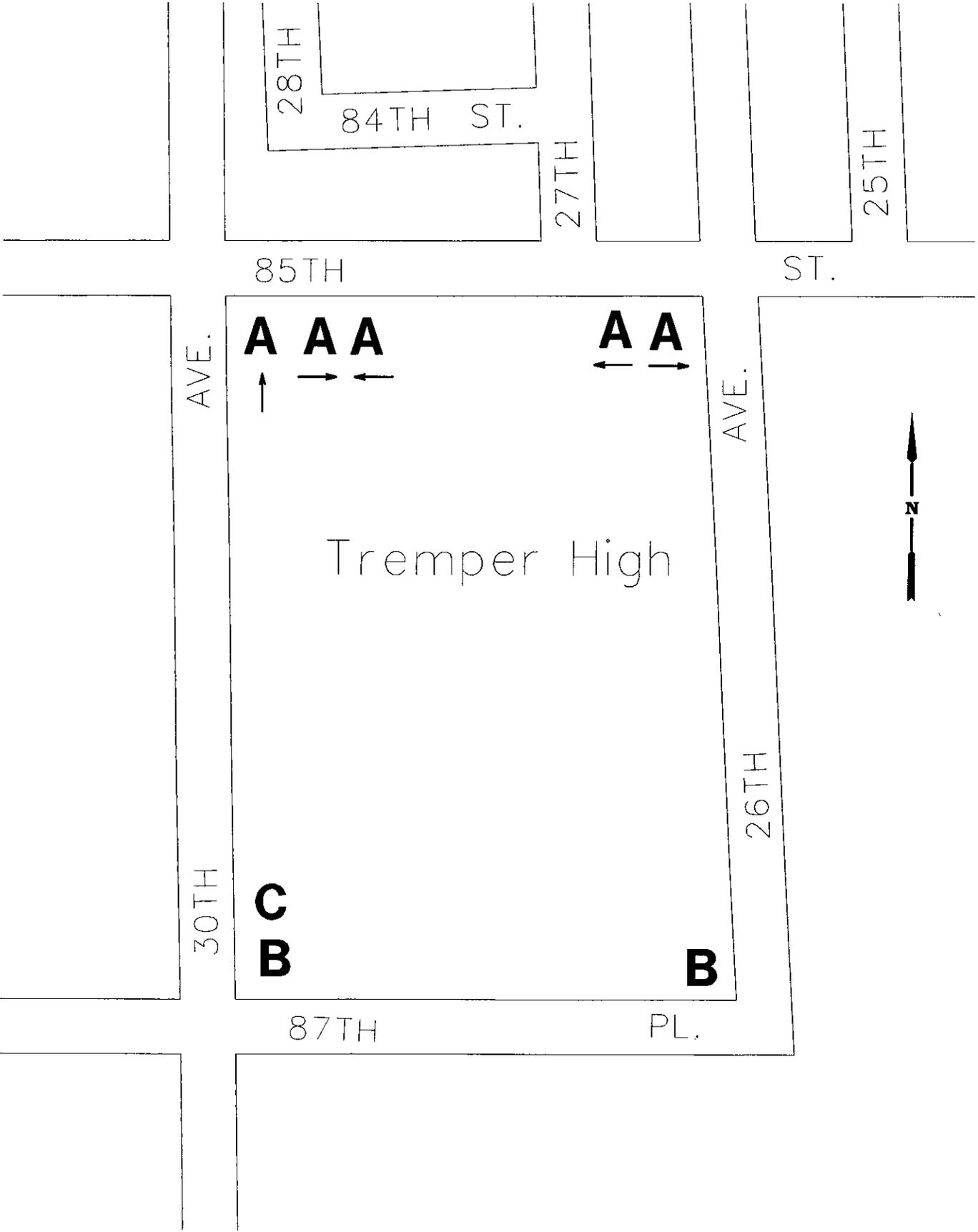
Tremper High School Main Office
Ameche Field Parking



C

Tremper High School Main Office
Ameche Field Parking







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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

2

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

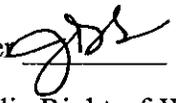
PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

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

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

TO: Jesse Downing, Chairman
Public Safety & Welfare Committee

FROM: Janice D. Schroeder 

SUBJ: Obstruction in Public Right-of-Way

DATE: 8/10/2009

Javier Baca and Ernesto Vaca, owners of Panaderia Bakery, 7519 22nd Avenue, has completed the application form for Banners, Signs, Decorations & Obstructions in Public Right-of-Ways, as required by City of Kenosha Ordinance Ch. 5.045, and has also included the certificate of insurance requesting the approval for an obstruction in the public right-of-way – their business awning (photo attached).

Mr. Baca and Mr. Vaca have submitted an application for approval of the awning through Neighborhood Services and Inspections, however, since the awning extends into the right-of-way, it also requires the approval of Public Safety and Welfare.

RECOMMENDATION

Staff recommends the approval of the business awning, as long as ordinance requirements are met on an annual basis.

City of Kenosha Ordinance No. 5.045
APPLICATION FORM AND INDEMNITY & HOLD HARMLESS AGREEMENT
Banners, Signs, Decorations & Obstructions in Public Right-of-Ways

1. Name of Applicant: JAVIER BACA, Ernesto Uaca,
2. Address of Applicant: 7519 22nd Ave Kenosha W 53144
3. Is Applicant a partnership individual corporation group of individuals religious organization fraternal organization (check one).
4. Contact Person (Name, Title, Address, Phone Number): Ernesto Uaca 847-621-4844
813 10th St. North Chicago IL 60664
5. Is banner, sign, decoration or obstruction permanent or temporary in nature?
6. Will banner, sign, decoration or obstruction be lighted? NO YES If yes, attach electrical plans and specifications
7. Location: Front of building.
8. Size: 25 ft. Long by 4 ft. tall by 2 ft. wide
9. Construction (type of materials): plastic, metal
10. Height above public right-of-way: 9' 6"
11. Is banner, sign, decoration or obstruction to be placed on property of another which infringes on a public right-of-way? no
12. If banner, sign, decoration or obstruction is to be placed on property of another, such as on a railroad bridge or private walkway connecting two building, etc., signed permission from the property owner must be attached hereto.
13. When will banner, sign, decoration or obstruction be put up? now Taken down? ?
14. Attach a picture, diagram or sketch of banner, sign, decoration or obstruction on map to scale.
15. Attach Certificate of General Liability Insurance with *Contractual Liability Endorsement*, showing insurance coverage in force and effect. (\$1,000,000 single limits policy).
16. Does the applicant understand that in the event of an unfavorable decision by the Department of Public Works, the applicant may appeal said denial to the Committee on Public Safety and Welfare? (See City of Kenosha Ordinance No. 5.045 for details)
 Yes No ≡ up 1 mo.

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 losses, 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.

Dated at Kenosha, WI this 3 day of August, 2009
Javier Baca Signature of Applicant Ernesto Uaca Signature of Applicant
Title: owner Title: manager

CONDITIONS OF APPROVAL

The Department of Public Works 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 or 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) of the area between the curb and building line.
4. Non-permanent obstructions will be only 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 other 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.



Policy Q37-0890304 Declaration effective 01/08/2009

ERIE INSURANCE EXCHANGE
ULTRAPACK POLICY

NEW DECLARATIONS

MW1384 ACJ AGENCY, INC. 01/08/09 TO 01/08/10 Q37 0890304 IL
EL SOL AZTECA BAKERY
JAVIER BACA D/B/A
6309 60TH ST
KENOSHA WI 53144-3775

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

THE INSURANCE APPLIES TO THOSE PREMISES DESCRIBED BELOW. THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS AND ENDORSEMENTS. DEDUCTIBLE (PROPERTY PROTECTION ONLY)- \$ 200.

COVERAGES:

PROPERTY PROTECTION - AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS	PREMIUMS
1. BUILDINGS	\$ INCL.
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS	\$ INCL.
3. INCOME PROTECTION	\$ INCL.
LIMITS OF INSURANCE	\$ INCL.

EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES	
RENTED TO YOU LIMIT	\$ 1,000,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$ 5,000 ANY ONE PERSON
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000

OPTIONAL COVERAGES -

SEWER AND DRAIN BACK-UP	\$ INCL.
ENHANCEMENT ENDORSEMENT	\$ INCL.
GENERAL ENHANCEMENTS	

TOTAL ANNUAL PREMIUM - - - - - \$ 2,455.00

APPLICABLE FORMS AND APPLICATION - SEE SCHEDULE OF FORMS AND APPLICATIONS

SUPPLEMENTAL DECLARATIONS

LOCATION 1, BUILDING 1

LOCATION OF PREMISES

OCCUPANCY/OPERATIONS

6309 60TH ST, KENOSHA,
KENOSHA CO, WI 53144

BAKERY - RETAIL - NO COMMERCIAL
COOKING / RETAIL STORES

INTEREST OF NAMED INSURED IN SUCH PREMISES - BUILDING OWNER

PROPERTY PROTECTION

COVERAGES	AMOUNT OF INSURANCE
1. BUILDINGS	\$ 583,000
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS	\$ 100,000
3. INCOME PROTECTION	ACTUAL LOSS SUSTAINED

OPTIONAL COVERAGES - PROPERTY PROTECTION

SEWER AND DRAIN BACK-UP	
DED \$ 500	\$ 5,000

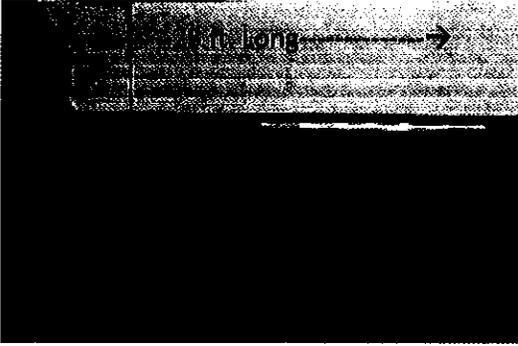
PROTECTIVE SAFEGUARD WARRANTY -

CENTRAL FIRE & CENTRAL BURGLAR ALARMS

ERIE INSURANCE EXCHANGE

Rick,

Here's the info you requested for the canopy at 7519 22nd Ave (bakery).



It is 24 inches wide and 48 inches tall.



From the sidewalk floor to the bottom of canopy is 9'6".

The sidewalk is 12 ½ feet wide, from store front to edge.



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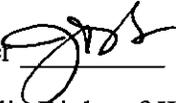
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MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

TO: Jesse Downing, Chairman
Public Safety & Welfare Committee

FROM: Janice D. Schroeder 

SUBJ: Obstruction in Public Right-of-Way

DATE: 8/10/2009

Monica Karnes, owner of LaMacchia Travel Agency, 618 55th Street, has completed the application form for Banners, Signs, Decorations & Obstructions in Public Right-of-Ways, as required by City of Kenosha Ordinance Ch. 5.045, and has also included the certificate of insurance requesting the approval for placement of a business sign in the public right-of-way.

The obstruction in city right-of-way is a sign which will be brought back inside the business on a daily basis. Per ordinance requirements, the obstruction is located in an area where the sidewalk width is twelve (12') feet wide from face of curb to building line. The business owner of LaMacchia Travel will be responsible for properly securing and anchoring the sign during windy days.

RECOMMENDATION

Staff recommends the approval of the business awning, as long as ordinance requirements are met on an annual basis.

**City of Kenosha Ordinance No. 5.045
APPLICATION FORM AND INDEMNITY & HOLD HARMLESS AGREEMENT
Banners, Signs, Decorations & Obstructions in Public Right-of-Ways**

1. Name of Applicant: LAMacchia Travel
2. Address of Applicant: 618 SS St
3. Is Applicant a partnership individual corporation group of individuals religious organization fraternal organization (check one).
4. Contact Person (Name, Title, Address, Phone Number): Monica Karves - Owner
618 SS St 262-656-8300
5. Is banner, sign, decoration or obstruction permanent or temporary in nature?
6. Will banner, sign, decoration or obstruction be lighted? NO YES If yes, attach electrical plans and specifications
7. Location: Sidwalk SS streets or Next to
DOOR
8. Size: 3 45" High x 25" Wide Sandwich Type
9. Construction (type of materials): plastic
10. Height above public right-of-way: no
11. Is banner, sign, decoration or obstruction to be placed on property of another which infringes on a public right-of-way? Sidwalk SS St
12. If banner, sign, decoration or obstruction is to be placed on property of another, such as on a railroad bridge or private walkway connecting two building, etc., signed permission from the property owner must be attached hereto.
13. When will banner, sign, decoration or obstruction be put up? 8:30am Taken down? 5:30pm
14. Attach a picture, diagram or sketch of banner, sign, decoration or obstruction on map to scale. e-mail
15. Attach Certificate of General Liability Insurance with *Contractual Liability Endorsement*, showing insurance coverage in force and effect. (\$1,000,000 single limits policy).
16. Does the applicant understand that in the event of an unfavorable decision by the Department of Public Works, the applicant may appeal said denial to the Committee on Public Safety and Welfare? (See City of Kenosha Ordinance No. 5.045 for details)
 Yes No

INDEMNITY AND HOLD HARMLESS AGREEMENT

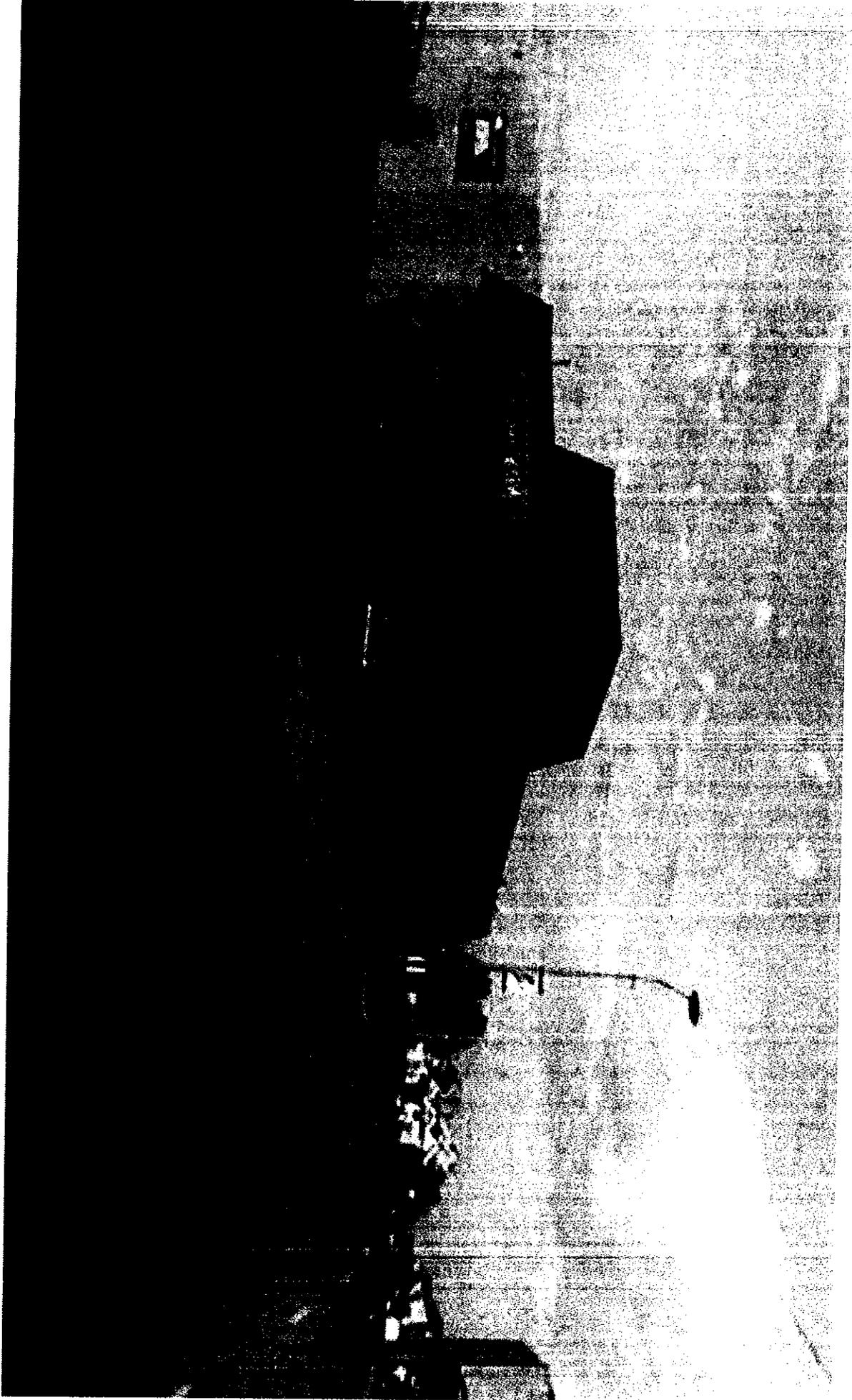
Applicant, in consideration of having the City of Kenosha, Wisconsin grant this application, herein and hereby agrees to indemnify and hold harmless the City of Kenosha, WI and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney 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.

Dated at Kenosha, WI this 3 day of August, 2009
Monica Karves Signature of Applicant
Owner Title

CONDITIONS OF APPROVAL

The Department of Public Works 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 or racks where otherwise permitted:

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THE CINCINNATI INSURANCE COMPANY

P.O. BOX 145496
CINCINNATI, OHIO 45250-5496
513-870-2000
A Stock Insurance Company

BUSINESSOWNERS PACKAGE POLICY DECLARATIONS

Previous Policy Number
NEW

Policy Number **EBP 003 52 86**

Billing Method **AGENCY BILL**

Policy Period **From: 01-01-2009 To: 01-01-2012**

12:01 A.M. Standard Time at Location of Premises

Named Insured and Mailing Address

LAMACCIA TRAVEL DBA, EUGENIO CORP.
REFER TO IA905
618-55TH ST
KENOSHA, WI 53140

Legal Entity/Business Description

ORGANIZATION (ANY OTHER)

LOCATION OF PREMISES

Loc. No.	Bldg. No.	Address
1	1	618-55TH ST KENOSHA, WI 53140

POLICY COVERAGES

In return for the payment of the premium, and subject to all other terms of this policy, we agree with you to provide the insurance as stated in this policy.

SECTION I PROPERTY

		Buildings				Business Personal Property			Optional Coverages <small>Applicable only when an entry is made</small>		
									<u>Equipment Breakdown</u>		
Loc. No.	Bldg. No.	Limit of Insurance	Actual Cash Value	Repl. Cost	Auto. Increase	Limit of Insurance	Actual Cash Value	Repl. Cost	Comprehensive Coverage - Accident	Comprehensive Coverage with Extended Comprehensive Coverage - Accident	Tenant's Glass
1	1					100,000		X		X	
		\$ 500 Deductible (Refer to Deductible provisions in the Coverage Form for deductible exceptions).									

SECTION II BUSINESS LIABILITY LIMITS OF INSURANCE

Each Occurrence Limit	\$ 2,000,000	Any one occurrence
General Aggregate Limit	\$ 4,000,000	
Products - Completed Operations Aggregate Limit	\$ 4,000,000	
Personal and Advertising Injury Limit	\$ 2,000,000	Any one person or organization
Damage to Premises Rented to You Limit	\$ 2,000,000	Any one premises
Medical Expenses Limit	\$ 5,000	Any one person

SECTION III ADDITIONAL COVERAGES - Coverage shall apply only where an entry is made in the coverages table.

- Businessowners Package Policy Blanket Basket Endorsement (Per form attached)
- Earthquake Coverage (Per form attached)
- Professional Liability (Per form attached)
- Umbrella Liability (Per form attached)

POLICIES AND ENDORSEMENTS ATTACHED AT INCEPTION

IA905 02/98 IB101 05/06 IB493 07/07 IA4049WI 06/00

IB 504 04 07

ORIGINAL

EBP 003 52 86

Page 1 of 2

ACCOMPLISHMENTS ATTACHED AT INCEPTION

01/08	IP406WI	01/90	IP427WI	03/95	IP446	08/01
02/98	IA4238	01/08	IB4001	01/07	FB209	09/04
09/04						

Bldg.
No. Name and Address

TOTAL ANNUAL PREMIUM \$ 749
Includes \$ 25 for Terrorism Coverage
Payable \$ 192 Each 3 Months

AGENT'S SIGNATURE: _____

COUNTERSIGNATURE DATE: _____

VALERI AGENCY, INC. 48-065
KENOSHA, WI

02-05-2009 10:42

**AGREEMENT
RESPECTING THE EMPLOYMENT
OF SCHOOL RESOURCE OFFICERS**

By And Between

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

And

**KENOSHA UNIFIED SCHOOL DISTRICT, NO. 1.,
A Wisconsin Common School District**

THIS AGREEMENT Made and entered by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, hereinafter referred to as "**CITY**", and the **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**, a Wisconsin common school district, hereinafter referred to as "**SCHOOL DISTRICT**".

WITNESSETH:

In consideration of the mutual promises, agreements and undertakings hereinafter set forth, **CITY** and **SCHOOL DISTRICT** agree as follows:

I. TERM OF AGREEMENT. This Agreement shall be valid for the 2009-2010, 2010-2011 and 2011-2012 school years (as used herein, School Year extends from July 1 to the ensuing June 30th).

II. CITY TO PROVIDE RESOURCE OFFICERS.

A. Resource Officers And Equipment Provided. The **CITY** shall provide to **SCHOOL DISTRICT** the services of four (4) on-duty police officers, hereinafter referred to as "**RESOURCE OFFICERS**" for placement at sites designated by the **SCHOOL DISTRICT**. The **RESOURCE OFFICERS** shall be assigned by the Chief of Police consistent with the provisions of applicable collective bargaining agreements. The **SCHOOL DISTRICT** may object to any such assignment. Such objection may result in a position not being filled for a period of time, whereupon there will be no reimbursement required of the **SCHOOL DISTRICT**. The

RESOURCE OFFICERS shall carry such Police Department issued equipment as deemed necessary by the Chief of Police.

B. City Employees. The **RESOURCE OFFICERS** shall be employees of the **CITY** and under the control and direction of the Chief of Police.

C. Reporting Relationship. The **RESOURCE OFFICERS** shall perform their duties in collaboration with the **SCHOOL DISTRICT** officers and employees.

D. Evaluation of Resource Officers. The **CITY** shall evaluate the **RESOURCE OFFICERS** and shall solicit input from the **SCHOOL DISTRICT**, which shall not be unreasonably omitted from the evaluation.

E. Service Provided By RESOURCE OFFICERS. The **RESOURCE OFFICERS** shall provide the following services to the **SCHOOL DISTRICT**:

1. Act in the capacity of a sworn, on-duty police officers.
2. Provide a law enforcement presence in the school to which assigned.
3. Investigate or assist in the investigation of crimes or Ordinance violations to which students in the assigned school may be a party or have information.
4. Patrol school buildings, grounds and parking lots to which assigned for the purpose of enforcing State and **CITY** laws under their jurisdiction.
5. Perform school safety drills with the School Administrator.
6. Train students and staff in areas appropriate to their expertise.

F. Time of Service. **RESOURCE OFFICERS** shall be assigned to designated school buildings of **SCHOOL DISTRICT** during each day that school is in session for students from the first day of the School Year in September, until the last school day of the School Year for the term of this Agreement. The **RESOURCE OFFICERS'** workday shall be consistent with each school's teacher workday. In the event that school hours as described above extend to greater than a **RESOURCE OFFICER'S** scheduled shift in any given day, the Chief of Police or the **SCHOOL DISTRICT** Superintendent or his/her designee may modify the hours of service within the limits of the applicable collective bargaining agreement. Time that the **RESOURCE OFFICERS** spend testifying in a Court of Law or Administrative Hearing as to any event occurring while on assignment under this Agreement as provided herein, shall be considered

time of service provided to the **SCHOOL DISTRICT**.

G. Emergency. The **RESOURCE OFFICERS** are subject to being assigned to other emergency calls at the discretion of the Chief of Police. Since it is anticipated that such events would be rare, if they occur at all, the failure to provide four (4) **RESOURCE OFFICERS** on any given day will not result in a reduction of consideration due the **CITY** under the provisions of this Agreement.

H. Vacation/Illness. **SCHOOL DISTRICT** acknowledges that the **CITY** is assigning four (4) of its police officers as **RESOURCE OFFICERS** without backup support in the event of absence. The **SCHOOL DISTRICT** further acknowledges that **RESOURCE OFFICERS** are subject to a collective bargaining agreement that requires **CITY** to compensate officers during absences from work for illness, vacations and other authorized absences. The failure of **CITY** to provide all four (4) **RESOURCE OFFICERS** to the **SCHOOL DISTRICT** on a given school day due to an excused absence will not result in any reduction in the consideration due to **CITY** provided herein. The **CITY** shall encourage **RESOURCE OFFICERS** to take vacations during periods when school is not in session. The **RESOURCE OFFICERS** shall notify the School Administrator at their assigned school of their absence in a timely manner.

I. Appointment of Agent. **SCHOOL DISTRICT** Policy allows for the searching of lockers, backpacks and containers of students by **SCHOOL DISTRICT** officials. The **SCHOOL DISTRICT** hereby delegates such authority as the **SCHOOL DISTRICT** has to the **RESOURCE OFFICERS**, and hereby appoints the **RESOURCE OFFICERS** as its agents, without relinquishment of its own authority in this respect.

III. GRANT WRITING. In order to provide for the increase in personnel necessary to provide **RESOURCE OFFICERS**, the **CITY** and the **SCHOOL DISTRICT** may continue to apply for grants from the U.S. Department of Justice and the Office of Community Oriented Policing Services, as well as other sources.

IV. RESPONSIBILITY OF SCHOOL DISTRICT.

Compensation. The **SCHOOL DISTRICT** shall pay to **CITY**, through the Department of Finance, for services provided by four (4) **RESOURCE OFFICERS** at their individual daily rate of pay and benefits for the actual days the police officers work in the schools as **RESOURCE OFFICERS**. An itemized listing of all **RESOURCE OFFICERS**, their salary, all applicable benefits and the number of contract days must be provided to the **SCHOOL DISTRICT** at the beginning (projected) and at the end (actual) of the School Year. The **CITY** shall be paid by the **SCHOOL DISTRICT** no later than the fifteenth (15th) day of each month following the month that services were provided. The annual charge for the term of this Agreement shall be adjusted to include increases in pay and fringe benefits established in the **CITY-KPPA Collective Bargaining Agreement**. All monthly payments shall be equal, based on each **RESOURCE OFFICER** having performed services for one hundred eighty (180) days of the two hundred fifty-two (252) day work year. If the cumulative total of absences related to in-service, illness or vacation for any officer exceed fifteen (15) days at School Year end, the amount due for the final month shall be prorated to eliminate the days in excess of fifteen (15) and reflected as a reduction in the final invoice. Failure to bill the **SCHOOL DISTRICT** by July 15th for the prior school year shall result in the waiving of the invoice.

V. INDEMNITY AND HOLD HARMLESS.

A. SCHOOL DISTRICT To Indemnify and Hold Harmless CITY. SCHOOL DISTRICT shall indemnify and hold harmless the **CITY** and its officers and employees from and against any liability, claim, award, costs, expenses, loss, damage, judgment, or attorney fees that they may incur or be required to pay arising out of a complaint that a **RESOURCE OFFICER**, while on premises owned or controlled by **SCHOOL DISTRICT**, failed to provide security for the building or its occupants, as such service is not provided for in this Agreement.

B. CITY To Indemnify and Hold Harmless SCHOOL DISTRICT. CITY shall indemnify and hold harmless the **SCHOOL DISTRICT** and its officers and employees from and against any liability, claim, award, costs, expense, loss, damage, judgment, or attorney fees that

they may incur, sustain, or be required to pay should any person or party suffer or sustain death, personal injury, property loss, or damage arising out of a **RESOURCE OFFICER** performing law enforcement work as a police officer pursuant to this Agreement, other than for a claim of negligent provision of security, or a claim arising out of the **RESOURCE OFFICER** acting as the **SCHOOL DISTRICT'S** agent pursuant to Subsection II.I.

VI. TERMINATION

A. Termination By Either Party Prior to Agreement Expiration. Either party may terminate this Agreement for any reason, prior to its expiration by giving advance, written notice to the other party no later than September 30 of any year that this Agreement is to be terminated, effective January 1 of the ensuing year.

B. Material Breach of Agreement Terms and Conditions. This Agreement may be terminated upon ten (10) days advance, written notice for material breach of the terms and conditions hereof. Any failure to perform an obligation under this Agreement constitutes a breach and is actionable in a Court of Law without notice of the right to cure breach.

VII. NOTICES. All notices shall be directed to the parties as follows:

◆ **To The CITY:**

Office of the City Clerk/Treasurer,
Room 105, 625 - 52nd Street,
Kenosha, Wisconsin 53140.

◆ **To The SCHOOL DISTRICT:**

Office of the Assistant Superintendent of Business,
Kenosha Unified School District, No. 1,
3600 - 52nd Street,
Kenosha, Wisconsin 53144.

Any notice required shall be in writing and may be personally delivered or mailed by Registered Mail, return receipt requested, postage prepaid, through the United States Postal Service, or equivalent private delivery service. The time of service is at the time of delivery if service is made by personal delivery, or the time of receipt of service if made by mail or private delivery service.

VIII. ENTIRE AGREEMENT. The full agreement of the parties is expressed herein and no verbal or written understandings or agreements shall alter, change or modify the terms of this Agreement unless in writing and signed by both parties as an amendment to this Agreement.

IX. SEVERABILITY. If any of the terms of this Agreement, except for consideration, are determined by a Court of competent jurisdiction to be invalid or inoperative, all remaining terms shall remain in full force and effect.

X. NO THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of the parties, and no benefits or rights are intended or created by this Agreement for the benefit of any third party.

XI. AUTHORIZATION.

A. CITY enters into this Agreement by authority of action taken by its Common Council on the ____ day of _____, 2009.

B. SCHOOL DISTRICT enters into this Agreement by authority of action taken by its Board of Education on the ____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

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

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

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date: _____

**STATE OF WISCONSIN)
:SS.**

ORDINANCE NO. _____

BY: ALDERMAN PATRICK JULIANA

**TO REPEAL AND RECREATE SECTION 11.02 E. OF THE
CODE OF GENERAL ORDINANCES REGARDING
OBJECTIONABLE LANGUAGE**

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

Section One: Section 11.02 E. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

E. Objectionable Language. Use any profane, vile, filthy or obscene language in any public place within the hearing of other persons in such public place, or within the hearing of the Fire or Police Department, or any member thereof, while engaged in the performance of his/her duty or any official function.

Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

ORDINANCE NO. _____

*REDLINE VERSION

BY: ALDERMAN PATRICK JULIANA

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Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

ORDINANCE NO. _____

BY: ALDERMAN PATRICK JULIANA
ALDERMAN ANTHONY NUDO

**TO CREATE SECTION 7.129 C.4. OF THE CODE OF
GENERAL ORDINANCES; TO RENUMBER SECTIONS 7.129
E., F. AND G. AS 7.129 F., G. AND H.; AND, TO CREATE
SECTION 7.129 E. REGARDING SEMICAB PARKING
PERMITS**

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

Section One: Section 7.129 C.4. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby created as follows:

4. Any semicab owned by a property owner for which the property owner has obtained a permit pursuant to the permitting procedure in Subsection E. below.

Section Two: Sections 7.129 E., F. and G. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 7.129 F., G. and H.

Section Three: Section 7.129 E. of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby created as follows:

E. Semicab Parking Permit. One (1) semicab used for a commercial purpose may be parked on the exterior of any residential property in excess of one (1) hour upon obtaining a permit approved by the Common Council. A permit is limited to the property and semicab identified in the application.

1. Application. A City authorized application form shall be fully completed, properly executed and filed with the City Clerk/Treasurer. The application form shall include:

- a. Name, address and phone number of applicant.
- b. Photograph of the property and proposed parking location.
- c. Any other information as is reasonably necessary to effectuate the purposes of this Ordinance.

2. Fee. At the time of initial application, applicant shall pay to the City Clerk/Treasurer a one (1) time processing fee of One Hundred (\$100.00) Dollars.

3. Permitting Conditions. The Common Council may grant a Semicab Parking Permit if all of the

following conditions exist:

- a. The semicab shall be parked off a public street, highway, alley, thoroughfare or right-of-way.
- b. The semicab parking shall not occur between the street and the front wall of the building or an imaginary line extended parallel to such front wall.
- c. The semicab shall not be parked on a vacant lot.
- d. The semicab shall be parked on a parking surface paved with concrete or asphalt.

4. **Issuance.** Permits hereunder may be granted by the Common Council following an investigation and report by the Department of Neighborhood Services and Inspections to the Committee on Public Safety and Welfare, and following a recommendation of the Committee on Public Safety and Welfare to the Common Council.

5. **Notice To Alderperson.** Notice of all permit applications shall be sent to the Alderperson of the District wherein the permit will be located.

Section Four: This Ordinance shall become effective upon passage

and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney