

**AGENDA  
PUBLIC WORKS  
COMMITTEE**

**MONDAY, DECEMBER 5, 2011  
ROOM 202  
6:00 P.M.**

**G. John Ruffolo, Chairman  
Steve Bostrom, Vice Chairman  
Patrick Juliana**

**Jan Michalski  
Ray Misner  
Anthony Nudo**

**A. APPROVAL OF MINUTES**

A-1 Approval of minutes of special meeting held on November 21, 2011.

**C. REFERRED TO COMMITTEE**

C-1 Proposed Snow Removal Services Agreement by and between the City of Kenosha (through it's Department of Public Works) and J. Malsack/Crown Services, LLC. *(also referred to Finance Committee)*

C-2 Acceptance of Project 10-1411 Parks Field Office Building Painting (3607 & 3617 65<sup>th</sup> Street) which has been satisfactorily completed by Nehl's Painting (Kenosha, Wisconsin), in the amount of \$27,880.00. **(District 11)** *(also referred to Park Commission)*

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

ALDERMAN COMMENTS

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

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

PUBLIC WORKS COMMITTEE  
- MINUTES -

MONDAY, NOVEMBER 21, 2011  
6:30 P.M.

G. John Ruffolo, Chairman  
Steve Bostrom, Vice Chairman  
Patrick Juliana

Jan Michalski  
Ray Misner  
Anthony Nudo

A special meeting of the Public Works Committee was held on Monday, November 21, 2011 in Room 202 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Vice Chairman Steve Bostrom, Aldermen Patrick Juliana, Jan Michalski, and Ray Misner. Alderman Anthony Nudo arrived prior to discussion of item C-1. The meeting was called to order at 6:35 PM. There were no staff members in attendance.

- A-1 Approval of minutes of special meeting held on October 27, 2011 and regular meeting held on November 2, 2011.  
*It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 5-0.*
- C-1 Approval of Lease between the City of Kenosha, Wisconsin and the Italian American Society, Inc., for parcel located at 22<sup>nd</sup> Avenue and 53<sup>rd</sup> Street (parcel 09-222-36-401-010). **(District 7)** (also referred to Finance Committee)  
*It was moved by Alderman Juliana, seconded by Alderman Nudo to approve. Motion passed 6-0.*
- C-2 Approval of Offering Price for Right-of-way Acquisition for Project 08-1021 39<sup>th</sup> Avenue Construction (18<sup>th</sup> Street to 24<sup>th</sup> Street). **(District 5)** (also referred to Finance Committee)  
*It was moved by Alderman Misner, seconded by Alderman Juliana to approve. Motion passed 6-0.*
- C-3 Acceptance of Project 11-1420 Park Field Office Building Tuckpointing (3617 65<sup>th</sup> Street) which has been satisfactorily completed by Custom Restoration, Inc., (Pewaukee, Wisconsin), in the amount of \$100,686.92. **(District 11)** (Park Commission approved 4-0)  
*It was moved by Alderman Juliana, seconded by Alderman Misner to approve. Motion passed 6-0.*
- C-4 Acceptance of Project 11-1027 Epoxy Pavement Markings (Citywide Locations) which has been satisfactorily completed by Century Fence Co. (Pewaukee, Wisconsin), in the amount of \$91,491.90. **(All Districts)**  
*It was moved by Alderman Juliana, seconded by Alderman Michalski to approve. Motion passed 6-0.*

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:40 pm.*

**SNOW REMOVAL SERVICES AGREEMENT**

**By and Between**

**THE CITY OF KENOSHA, WISCONSIN  
A Municipal Corporation  
(Through Its Department of Public Works)**

**And**

**J. Malsack/Crown Services, LLC  
A Wisconsin Limited Liability Company**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as "**CITY**", and **J. MALSACK/CROWN SERVICES**, a limited liability company, whose principal place of business is located at 415- 43rd Street, Kenosha, Wisconsin 53140, herein referred to as "**CONTRACTOR**".

**WITNESSETH:**

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **CONTRACTOR SERVICES.** **CONTRACTOR** shall furnish all supervision, labor, equipment, tools, materials and supplies, as necessary to provide snow removal from public concrete surfaces and to keep surfaces free of accumulations of ice all in strict accordance with **CITY** specifications, terms, conditions and Chapter V, Section 11 of the Code of General Ordinances attached hereto and incorporated herein by reference.

2. **TERM.** The term of the Agreement is December 1, 2011 through November 30, 2012, or as otherwise directed by the **CITY**. If mutually agreeable to both parties, Agreement can be extended for an additional two (2) one (1) year terms. Any extension shall be agreed to by the parties, in writing, no later than sixty (60) days prior to the end of the term.

3. **STANDARDS FOR SERVICE.** Sidewalks and adjacent handicapped ramps shall be maintained on a keep-clean basis, in front of abutting private properties, cleared full-width and length. The removal of the snow and ice shall be performed within a time frame that is consistent with the Code of General Ordinances or as directed by the **CITY**. Snow removal service on sidewalks leading to a private residence will not be compensated. The method of removal and the equipment used in the removal shall be approved by the Director of Public Works or his representative. Any damages to property including turf that is sustained in the course of service provision shall be repaired and restored by the **CONTRACTOR** at the time weather conditions, in the sole discretion of the Director of Public Works, permits.

4. **DOCUMENTATION.** **CONTRACTOR** shall document all properties referred by the Department of Public Works. Documentation shall include a colored digital photograph before and after the work is performed. Photographs shall be tagged with time and date stamp as well as information to identify the property that the photographs correspond to. A compilation of these photographs shall be stored on DVD media and provided to the Department of Public Works at such time as **CITY** requests.

5. **INSURANCE.** **CONTRACTOR** prior to performing work and during the Agreement term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

- Commercial General Liability: General Aggregate- Two Million (\$2,000,000) Dollars; Each Occurrence - One Million (\$1,000,000) Dollars.
- Automobile Liability: Single Limit- One Million (\$1,000,000) Dollars.
- Workers Compensation: Statutory limits as required by the State of Wisconsin.
- Umbrella Liability: Two Million (\$2,000,000)

A Certificate of Insurance shall be issued to the **CITY** prior to execution of the agreement indicating compliance with the provisions herein. Said policies shall be issued by an insurance company authorized to do business in the State of Wisconsin. Further said policies shall identify **CITY** as an additional insured and **CONTRACTOR** shall provide **CITY** with a copy of said endorsement. The policies shall provide that should policy be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **CONTRACTOR'S** obligations hereunder are enacted which adopt or increase the minimum insurance requirements, **CITY** reserves the right to reasonably increase the minimum liability insurance requirements. **CONTRACTOR** shall comply with said request or be considered in material default of this **AGREEMENT**.

5. **PAYMENT.** The **CITY** shall pay to the **CONTRACTOR**, ninety (\$0.90) cents per lineal foot of sidewalk cleared. If such payment shall be made on or before the tenth (10th) day following **CITY'S** receipt of the **CONTRACTOR'S** monthly billing, **CONTRACTOR** shall apply a Five Percent (5%) discount to the amount billed. Otherwise, net payment will be due thirty (30) days from submission of the monthly billing. **CONTRACTOR** shall provide the service frequency chart that is included herein with each monthly invoicing.

6. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for providing Worker's and Unemployment Compensation for its employees.

7. **PERFORMANCE.** All snow removal service shall be subject to inspection by the **CITY**. Upon such inspection, should it be discovered that the contractor has not fulfilled their obligation under this contract and the terms and conditions of the proposal, the **CITY** reserves the right to terminate this Agreement upon forty-eight (48) hours notice for any breach thereof. In the event the **CONTRACTOR** fails to perform any provision of this Agreement, the **CITY** shall notify the **CONTRACTOR**, in writing, of the alleged breach, and in the event that the **CONTRACTOR** has not commenced proper action to correct deficiencies within forty-eight (48) hours after notification, this Agreement may be terminated by **CITY** forthwith.

8. **INDEMNITY AND HOLD HARMLESS.** **CONTRACTOR** agrees to defend, indemnify and hold harmless, the **CITY** and its officers and employees, against any or all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as a result of any negligence, willful misconduct, acts or omissions of **CONTRACTOR** or its officers, employees, or agents, or as a result of **CONTRACTOR** failing to abide by terms of this Agreement.

9. **OFFSET.** **CITY** may withhold from any payment due and owing **CONTRACTOR**, an amount sufficient to cover any loss or cost incurred by **CITY** as a result of any breach of this Agreement by **CONTRACTOR**, including, but not limited to, property damage or loss.

10. **ASSIGNMENT.** **CONTRACTOR** shall not assign this Agreement to any other person or entity without the consent of **CITY**.

11. **LAWS, RULES AND REGULATIONS.** Services under this Agreement shall be performed in accordance with applicable Federal, State, and **CITY** laws, rules and regulations.

12. **AMEND IN WRITING.** This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.

13. **NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

- a. If to Department of Public Works . Director of Public Works  
Municipal Building, Room 305  
625 52nd Street,  
Kenosha, Wisconsin 53140

With a copy to: Department of Finance  
Municipal Building, Room 208  
625 52nd Street,  
Kenosha, Wisconsin 53140

- b. If to J. Malsack/Crown Services, LLC. Mr. Jerry Malsack  
415 43rd Street  
Kenosha, Wisconsin 53140

14. **REPRESENTATION OF AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

**CITY OF KENOSHA, WISCONSIN**  
A Municipal Corporation, through its  
Department of Public Works

**J. MALSACK/CROWN SERVICES, LLC**  
A Limited Liability Company

BY: \_\_\_\_\_  
Michael Lemens  
Interim Director of Public Works

BY: \_\_\_\_\_  
Jerry Malsack

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

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

BY: \_\_\_\_\_  
Carol L. Stancato, Director of Finance

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

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forfeiture not to exceed Five Hundred (\$500.00) Dollars for each offense, plus the costs of prosecution. The failure to pay the required wage to an employee for any one (1) week or part thereof constitutes a separate offense.

**5.11 SIDEWALKS AND ALLEYS TO BE KEPT CLEAN BY RESPONSIBLE PARTY**

**A. Definitions.** The following definitions shall apply in the interpretation and enforcement of this Ordinance:

1. "Alley" means a public thoroughfare less than thirty (30) feet in width.

2. "Sidewalk" means that portion of a street between the curb lines, or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians, whether paved or unpaved.

With respect to corner lots, the sidewalk shall include the crosswalk area and extend to the curb or street line, and include the curb.

3. "Responsible Party" as herein used means the owner, occupant or party in charge of the property abutting or fronting a sidewalk, whether they be a person, partnership, corporation, joint stock company or syndicate. In construing the provisions of this Section, only owners of vacant lots or vacant premises are deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; where the real property consists of a single family residence or is solely used for business, the owner or occupant shall be deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; and as to any other real property, the owner or any occupants, unless a person has been designated in writing by the owner to be the person in charge of the premises and is residing thereon, are deemed to be the responsible party whose duty it shall be to comply with the provisions of this Section.

4. "Thoroughfare" shall mean an open, unoccupied space permanently reserved for the purpose of access to abutting property.

**B. Duty.**

1. The responsible party shall remove and clear away or cause to remove or clear away all snow and ice from sidewalks within twenty-four (24) hours of the day following a snow fall; provided that when ice has so formed on any sidewalk that it cannot be removed, then the persons herein before referred to shall cause said ice from remaining and presenting a hazard to the users of the sidewalk by use of sand, abrasive material or any product designed to prevent ice from forming or to remain in its form and not to be injurious to the health and safety of the public.

2. The responsible party shall keep the sidewalk clean of any dirt or dust, when paved, and of any cinders, ashes, mud, oil and other similar substances when the sidewalks are clear of snow and ice.

3. The responsible party shall keep the sidewalk clear of water and ice accumulations, in the same manner provided in **Subsection 1.** above, when said accumulations of water or ice are caused by a runoff of water from any natural or man made source originating from the abutting or fronting property, including, but not limited to, water discharged from sump pumps.

4. The responsible party shall keep and maintain the alley abutting their property, to the centerline thereof, clean and free from all garbage, trash, junk, paper and debris at all times, and clean of any dirt or dust when paved, and of any cinders, ashes, mud, oil and other similar substances when the alley is clear of snow and ice.

**C. Enforcement.** It shall be the duty of the Department of Public Works, upon receiving a complaint from a party identifying themselves by name and address, to investigate an alleged violation of this Ordinance. Designees of the Director of Public Works may enforce this Ordinance through the issuance of citations.

**D. Stipulation As To Guilt Or Plea Of No Contest.** Any responsible party receiving a citation for failure to comply with this Ordinance, shall be permitted to stipulate his guilt to the offense charged upon payment of the penalty herein designated. The stipulation of guilt shall be made on a form approved by the City Attorney setting forth the date of offense, date citation issued, the name of the person issuing the citation, the location of the violation, and an admission of guilt or plea of no contest evidenced by the signature of the person arrested. Payment of the penalty herein designated must accompany the stipulation of guilt or no contest, which may be mailed to or delivered to the Office of the City Clerk/Treasurer.

**E. Penalty.** The penalty for violation of this Ordinance shall be as follows:

1. Twenty (\$20) Dollars for the first violation within a given calendar year.

2. Forty (\$40) Dollars for the second and third violations within a given calendar year.

3. Sixty (\$60) Dollars for the fourth violation and every violation thereafter, within a given calendar year.

4. The above penalties shall double if not paid within seven (7) days of the date of the offense, not including the day of the offense.

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5. The penalty provisions of §5.12 of this Chapter are not applicable, being superseded by this subsection.

**F. Emergency Enforcement.** In addition to the penalties herein prescribed, the Director of Public Works, or his designee, shall be authorized to do, or have done, such acts as are necessary to bring the abutting or fronting sidewalk and or alley in compliance with this Ordinance. Once each calendar year, the City Department of Public Works shall publish a legal notice in the official City newspaper advising responsible parties of their duties hereunder and of the penalties for noncompliance with this Ordinance and the remedial powers of the Department of Public Works. Prior to the Department of Public Works doing or authorizing any work to be done at the cost and expense of the responsible party, an attempt shall be made to notify the responsible party by written notice, served personally or by mail. Said Director, or designee, shall keep an itemized record of expenses incurred and submit said itemization to the responsible party for payment within thirty (30) days of the date of service thereof, not including the date of service. If such charge is not paid when due, the Director, or designee, is authorized to pay said bill, if the services were not performed by City employees. Said Director, or designee, is further directed to collect the unpaid portion of said invoice as a special charge against the abutting or fronting property. A Seventy (\$70.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the abutting or fronting property.

**G. Saving Clause.** Should any part or provision of this Ordinance be declared unconstitutional and unenforceable, the remaining constitutional provisions shall be deemed separable and of full force and effect.

### 5.115 SUMP PUMPS

#### A. Definitions.

1. "Director" shall mean the Director or acting Director of the Department of Public Works, or his/her designee.

2. "Public Nuisance" shall mean a water discharge from any sump pump within the City which accumulates or freezes on any public right-of-way or which is discharged into a City sanitary sewer or which otherwise endangers the public health, safety or welfare. A public nuisance shall be deemed to exist where the condition complained of has temporarily ceased to exist but where the condition is likely to occur in the future.

**B. Specifications.** Foundation drains shall be connected to sump pits as specified in the State Plumbing Code. Sump pumps and the installation of sump pumps shall be in compliance with the State Plumbing Code.

**C. Discharge.** All construction in lands platted or subdivided after January 1, 1999, shall provide for the connection of all sump pump discharge lines directly to the nearest available storm sewer line; or, where a storm sewer is not available, onto the surface of the ground at least ten (10') feet from the building foundation. Where a storm sewer is not available, the discharge shall be directed to flow to the rear lot line or toward the street and shall not be directed so as to flow onto adjacent property, so as to flow over or accumulate upon a public sidewalk or as to create or maintain a public nuisance. Whenever a sump pump discharge is determined by the Director to have flown over or accumulated upon a public sidewalk, the Director may order the owner of the property which is the source of the said discharge to bury under the public sidewalk a nonporous conduit for said discharging waters which will be cut into the curb, where present, so as to enable the discharging water to flow directly into the gutter of the street.

**D. Notice to Property Owner.** Where the Director has determined that the discharge from a sump pump is unlawful or has created a public nuisance, the Director shall notify the property owner thereof and order compliance with this Ordinance or the abatement of said public nuisance within thirty (30) days following the date of the notice.

**E. Appeal.** The property owner may appeal the order of the Director to the Public Works Committee by serving a notice of appeal upon the Director within the thirty (30) day period referred to in Subsection D. The Public Works Committee shall hold a hearing within thirty (30) days following the receipt of the request therefor and it may uphold, reverse or modify the order of the Director. If the Public Works Committee upholds the Director in full or in part, the property owner shall be ordered to take corrective action within thirty (30) days following the date of the decision of the Public Works Committee.

**F. Waiver.** The property owner, by not requesting a timely hearing following the receipt of a thirty (30) day notice and order, shall waive any right he may have or claim to said hearing.

**G. Corrective Action By Director.** In the event of an illegal sump pump discharge, whether or not the discharge has caused a public nuisance, the Director may take corrective action where the property owner fails to do so in a timely manner, and the Director shall bill the property owner for the full





**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

C-2

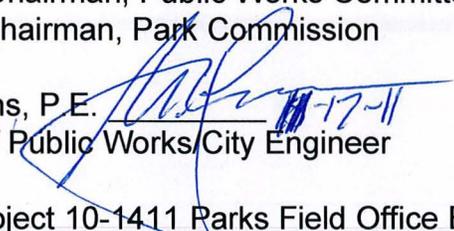
## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, Interim Director**

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

November 17, 2011

To: G. John Ruffolo, Chairman, Public Works Committee  
Michael J. Orth, Chairman, Park Commission

From: Michael M. Lemens, P.E.  11-17-11  
Interim Director of Public Works/City Engineer

Subject: Acceptance of Project 10-1411 Parks Field Office Building Painting

Location: 3607 & 3617 65<sup>th</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by Nehls Painting, Inc., Kenosha, Wisconsin. This project consisted of painting approximately 25,175 SF of exterior walls.

It is recommended that the project be accepted in the final amount of \$27,880.00. Original contract amount was \$27,880.00 plus \$3,120.00 for contingency for a total contract amount of \$31,000.00. Funding was from CIP Line Item PK-10-001.

MML/kjb