

Agenda
Public Safety & Welfare Committee Meeting
625 52nd Street, Room 204
Monday, March 11, 2024
5:00 PM

Chairperson:	Jan Michalski	Vice Chairperson:	Rocco J. LaMacchia, Sr
Aldersperson:	Eric Haugaard	Aldersperson:	Kelly MacKay
Aldersperson:	Rollin Pizzala		

Call to Order
Roll Call
Citizen Comments

Approval of the minutes of the meeting held on February 26, 2024.

1. Ordinance by Principal Sponsor: Mayor - To Amend Section 9.03 (of the Code of General Ordinances for the City of Kenosha) to Adopt Department of Safety and Professional Services Administrative Code Chapter 327. **Pgs. 1-3**
2. Memorandum of Understanding By and Between the City of Kenosha and Kenosha Lakeshore Business Improvement District for the Order, Installation, and Maintenance of Flock Security Cameras in the Lakeshore Business Improvement District. **Pgs. 4-8**
3. Previous Trial for East and West Stop Control at 16th Place 39th Avenue. (District 4) (Staff Recommends Approval) **Pgs. 9-10**
4. Previous Trial for East and West Stop Control at 17th Place and 39th Avenue. (District 4) (Staff Recommends Approval) **Pgs. 11-12**
5. Staff Request for East and West Stop Control at 40th Street and 32nd Avenue. (District 10) (Staff Recommends 90-Day Trial) **Pgs. 13-15**

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4020 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

PUBLIC SAFETY and WELFARE COMMITTEE
Minutes of Meeting held on Monday, February 26, 2024

The regular meeting of the Public Safety and Welfare Committee was held on Monday, February 26, 2024 in Room 204. The meeting was called to order at 5:00 PM by Chairperson Michalski.

At roll call the following members were present: Alderpersons Haugaard, LaMacchia, MacKay and Pizzala. Staff members in attendance were Brian Cater, Director of Public Works; Katie Elder, Director of Parks; Police Chief Patton and Kris Kochman, Community Relations Liaison.

CITIZEN COMMENTS: None

Approval of the minutes of the meeting held on February 12, 2024.

It was moved by Alderperson LaMacchia, seconded by Alderperson Haugaard to approve. Motion passed 5-0.

1. Technology Support Services Service Level Agreement Between ComSys Inc., and the City of Kenosha Police Department. (referred to Finance)
Chief Patton spoke about the agreement.
It was moved by Alderperson LaMacchia, seconded by Alderperson MacKay to approve.
Motion passed 5-0.

ALDERPERSONS' COMMENTS: Alderperson LaMacchia spoke about his appreciation of KPD and KFD appointments.

ADJOURNMENT – There being no further business to come before the Public Safety and Welfare Committee, it was moved by Alderperson , seconded by Alderperson and unanimously carried to adjourn at 5:03 PM.

ORDINANCE NO.

PRINCIPAL SPONSOR: Mayor Antaramian

**TO AMEND SECTION 9.03 OF THE CODE
OF GENERAL ORDINANCES FOR THE CITY
OF KENOSHA TO ADOPT DEPARTMENT OF
SAFETY AND PROFESSIONAL SERVICES
ADMINISTRATIVE CODE CHAPTER 327**

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

Section One: Section 9.03 of the Code of General Ordinances for the City of Kenosha is hereby

amended as follows:

9.03 – General.

A. **Scope.** This Code applies to all Dwellings, Public Buildings, places of employment and Accessory Buildings.

B. **Intent and Purpose.** The intent and purpose of this Code is to:

1. Protect the health, safety and welfare of the public and employees by establishing minimum standards for the design, construction, maintenance and inspection of Dwellings, multi-family Dwellings, Public Buildings, places of employment, and Accessory Buildings.
2. Provide Plan review and on-site inspections for Dwellings, multi-family Dwellings, Public Buildings, places of employment, and Accessory Buildings by inspectors certified by the Wisconsin Department of Safety and Professional Services.
3. Establish and collect fees to defray administrative and enforcement costs.
4. Establish remedies and penalties for violations.

C. **Adoption of Codes.** The following Wisconsin Administrative Codes and National Codes, including all referenced codes, statutes, and standards, and future amendments thereto, are incorporated by reference as if fully set forth herein, copies thereof being on file in the Department of City Inspections:

SPS 302 Fee Schedule

SPS 305 Licenses, Certifications And Registrations

SPS 316 Electrical

SPS 318 Elevators, Escalators, And Lift Devices

SPS 320—325 Uniform Dwelling Code And Appendices SPS 326

Manufactured Home Communities

SPS 327 SPS 328

Camping Units

Smoke Detectors And Carbon
Monoxide Detectors

SPS 340 Gas Systems

SPS 341 Boilers And Pressure Vessels

SPS 345 Mechanical Refrigeration

SPS 361—366 Commercial Building Code And Appendices

SPS 367 Rental Unit Energy Efficiency

SPS 371 Solar Energy Systems

SPS 375—379 Buildings Constructed Prior To 1914

SPS 380—387 Plumbing And Appendices

SPS 390 Design And Construction Of Public Swimming Pools And Water Attractions SPS 500 Small

Business Enforcement Discretion

PSC 114 Wisconsin State Electrical Code, Volume I

NFPA70, NEC National Electric Code

D. Change in Use or Occupancy. When the use of a Building is changed and the Code requirements for the new use are more stringent than those for the previous use, then such Building shall be made to comply with the requirements for the new use, as provided in this Code.

If upon inspection of a Building it is found that its use has changed since the effective date of the Building Code it was constructed under, and that it does not comply with the requirements of the Building Code in effect at the time of any such change of use, the Building shall then be made to comply with the requirements of the Building Code in effect at the time of such change of use.

E. Limitations. Approval of an application or Plan by the Department shall not be construed as an assumption of any responsibility on the part of the Department for the design or construction of the Building. The City, by approval of an application or Plan, does not assume liability for death, injuries sustained or property damage arising out of any defect in any Building, equipment, construction or installation.

F. **Severability.** If any section, clause, provision or portion of this Code or the Wisconsin Administrative Codes, or any other State law, rule or regulation herein incorporated is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Section Two: This ordinance will go into effect upon passage and publication.

ATTEST: _____, City Clerk/Treasurer
MICHELLE L. NELSON

APPROVED: _____, Mayor Date: _____ JOHN M.
ANTARAMIAN

Passed:

Published:

Drafted By:
BRYAN CHARBOGIAN
CITY ATTORNEY'S OFFICE

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF KENOSHA

And

KENOSHA LAKESHORE BUSINESS
IMPROVEMENT DISTRICT

FOR THE ORDER, INSTALLATION, AND MAINTENANCE OF FLOCK SECURITY CAMERAS IN THE LAKESHORE BUSINESS IMPROVEMENT DISTRICT

This Memorandum of Understanding is hereby entered into by the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as "City"), and Kenosha Lakeshore Business Improvement District, a business improvement district established pursuant to the authority of Wis. Stats. § 66.1109 (hereinafter referred to as "Lakeshore BID").

WHEREAS, the City of Kenosha Police Department has entered into a Government Agency Agreement with Flock Group, Inc. for access and use of Flock security cameras for the purposes and terms as set forth in the Government Agency Agreement previously approved by the City of Kenosha Common Council on March 20, 2023; and

WHEREAS, for the purpose of providing better security within the Business District, Lakeshore BID agrees to fund the cost of the City of Kenosha Police Department to order two (2) more Flock security cameras at the cost of Three Thousand dollars (\$3,000.00) per camera, to be installed at certain designated locations within the Business Improvement District to be determined by the City of Kenosha Police Department or its designee; and

WHEREAS, this Memorandum of Understanding will be for a term of two (2) years from the date of execution of this Memorandum of Understanding by both parties.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. **COST OF FLOCK SECURITY CAMERA HARDWARE and SOFTWARE.** Lakeshore BID agrees to reimburse and pay the entire cost for the order of two (2) more Flock security cameras in the amount of Three Thousand dollars (\$3,000.00) per each Camera for 2 years for a total of Six Thousand dollars (\$6,000.00). The cost of Three Thousand dollars (\$3,000.00) per camera by Flock Group, Inc. includes Flock Hardware, IP, and Software, with the understanding that the hardware is owned exclusively by Flock Group, Inc.

2. **INSTALLATION COSTS.** Lakeshore BID shall further agree to reimburse and pay the separate cost of Six Hundred Fifty dollars (\$650.00) for each security camera installation at the locations within the Business Improvement District as determined by the City of Kenosha Chief of Police or his designee. This separate amount represents the installation fee charged by Flock Group, Inc. for each security camera.

3. **CONFIDENTIAL.** The parties herein incorporate the terms and provisions of the Government Agency Agreement with the City of Kenosha as the same relate to Confidentiality of Data, and in consideration of the City of Kenosha's obligation pursuant to Public Records laws in the state of Wisconsin.

4. RIGHT OF REMOVAL. City, in its sole discretion, reserves the sole and exclusive right to remove and relocate any security camera pursuant to the terms of this Memorandum of Understanding, at any time it deems it necessary or desirable. Further, Lakeshore BID waives any right to make a claim against City, its subunits and/or its officers and employees, under Federal or State laws, rules, or regulations, for any economic loss including, but not limited to, the value of the security cameras or cost of its removal.

5. COST OF MAINTENANCE OF SECURITY CAMERAS. Per the terms of the Government Agency Agreement between Flock Group, Inc. and the City of Kenosha, Flock Group, Inc. provides technical, on-site support and maintenance services at no cost to either party to this Memorandum of Understanding.

6. ENFORCEMENT. Should City be required to perform any obligation assumed by Lakeshore BID, City may charge Lakeshore BID for the costs thereof, including all legal and administrative costs, without notice and hearing.

7. NOTICES. Any notice required or permitted to be given to either party under this Agreement is sufficient if hand delivered or in writing, and sent by registered or certified mail, return receipt requested, postage prepaid, or equivalent private delivery service, to the following addresses of the parties as indicated below, or such address as the parties indicate in writing. Notice is effective as of the date of delivery, if by hand, or mailing, if by registered or certified mail.

For Lakeshore BID:

Mark Wistar-Board member or Rajiv Singh-Treasurer
C/O 600- 52nd Street, Suite 140
Kenosha, WI 53140

For City:

Director of Public Works
Municipal Building, Room 305
625 52nd Street
Kenosha, WI 53140
With a Copy To:

City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

8. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. 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 the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

Signature Pages Follow

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

KENOSHA LAKESHORE BUSINESS
IMPROVEMENT DISTRICT
A Business Improvement District

BY: _____
Rajiv Singh, Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, _____, to
me known to be such person, and acknowledged to me that she executed the foregoing instrument.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
MICHELLE L. NELSON, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, John M. Antaramian, Mayor, and Michelle L. Nelson, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:

NEIL F. GUTTORMSEN
Guttormsen & Hartley, LLP
600 52nd Street, Suite 120
Kenosha, Wisconsin 53140
Phone: 262-658-4800
Fax: 262-658-0102

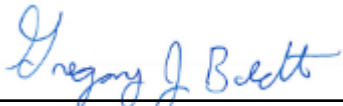
And

Nicholas Vande Castle
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140
Phone: 262-635-4170

Date: March 8, 2024

To: Alderperson Jan Michalski, Chairperson
Public Safety and Welfare Committee

CC: Alderperson Holly Kangas
District 4

From: Gregory J. Boldt, P.E. 
Deputy Director of Public Works / City Engineer

Subject: ***Previous Trial for East and West Stop Control at 16th Place and 39th Avenue
(District 4) (Staff Recommends Approval)***

BACKGROUND INFORMATION:

Following previous approval for a 90-day trial, the stop signs at the above location were installed to create a two-way stop condition. Prior to the 90-day trial being approved and stop signs installed, staff was notified by the Kenosha Police Department and the City Legal Department regarding the lack of stop control at the intersection of 16th Place and 39th Avenue. Per City of Kenosha Ordinance 7.03, 39th Avenue is designated as a "Through Street" from the south City Limits to the north City Limits.

Per State Statute 346.18(3) Rule at Intersection With Through Highway, an operator of a vehicle shall stop as required by 346.46 (2)(a)(b)(c) before entering a through highway, and shall yield the right-of-way to other vehicles which have entered or are approaching the intersection upon the through highway.

Public Works Engineering staff received no complaints about the installations during the 90-day trial. Public Works Engineering staff recommends that the east and west stop control at 16th Place and 39th Avenue be approved.

RECOMMENDATION:

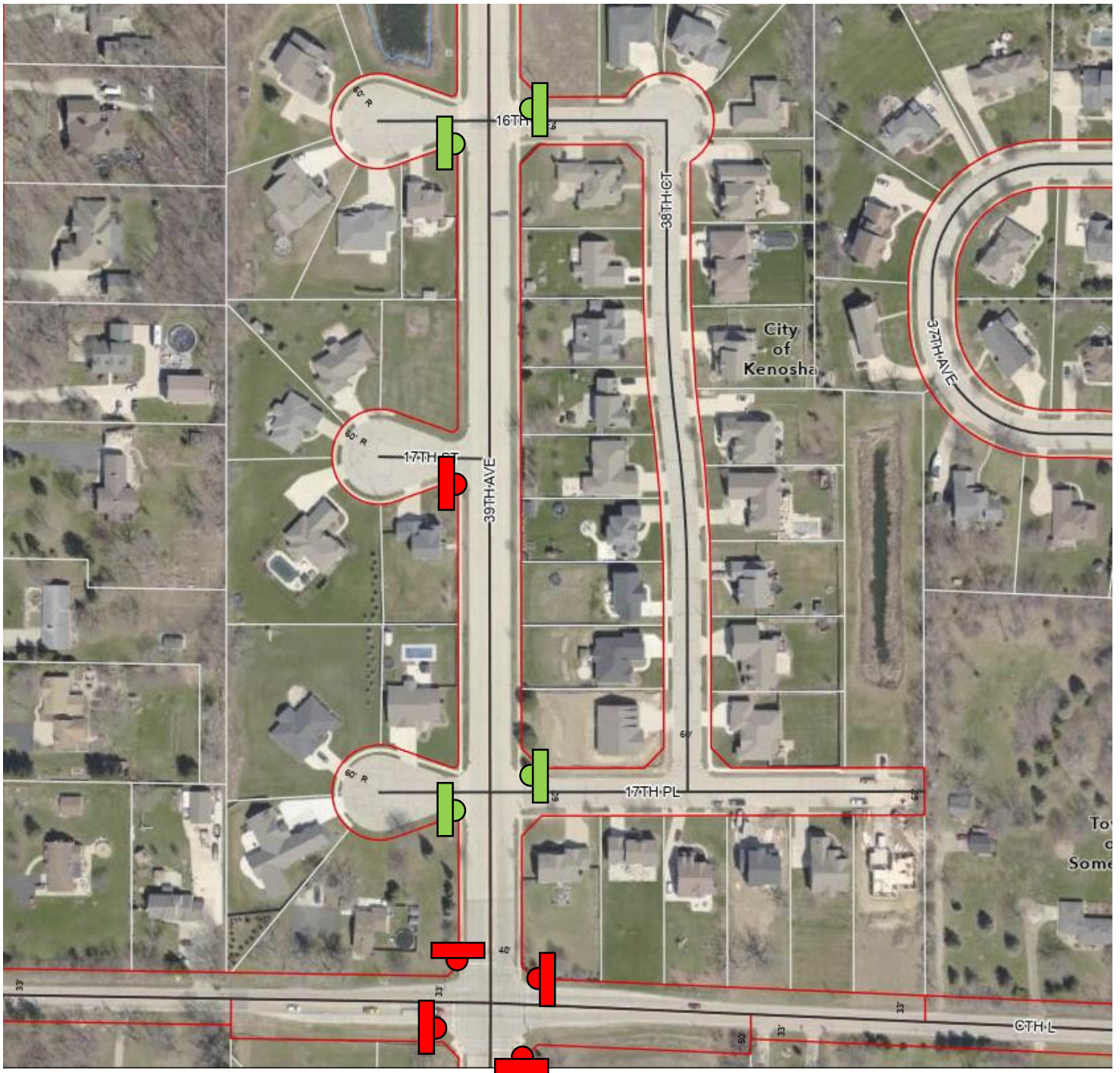
Public Works Engineering staff recommends approval of the east and west stop control at 16th Place and 39th Avenue.

In the event the committee approves this request, the following changes will be required.

Chapter VII section 7.12 C "All vehicles traveling on the following streets shall stop before crossing the following streets:" would need the below to be added.

Add "All vehicles traveling on 16th Place shall stop before entering the intersection with 39th Avenue"

Attachment 2-1 & 3-1



Existing Stop Sign



Proposed Stop Sign



Existing Traffic Signal



Proposed Stop Sign / Existing Yield Sign

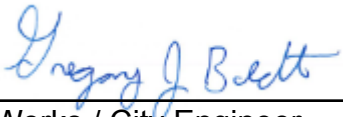


Existing Yield Sign

Date: March 8, 2024

To: Alderperson Jan Michalski, Chairperson
Public Safety and Welfare Committee

CC: Alderperson Holly Kangas
District 4

From: Gregory J. Boldt, P.E. 
Deputy Director of Public Works / City Engineer

Subject: ***Previous Trial for East and West Stop Control at 17th Place and 39th Avenue
(District 4) (Staff Recommends Approval)***

BACKGROUND INFORMATION:

Following previous approval for a 90-day trial, the stop signs at the above location were installed to create a two-way stop condition. Prior to the 90-day trial being approved and stop signs installed, staff was notified by the Kenosha Police Department and the City Legal Department regarding the lack of stop control at the intersection of 17th Place and 39th Avenue. Per City of Kenosha Ordinance 7.03, 39th Avenue is designated as a "Through Street" from the south City Limits to the north City Limits.

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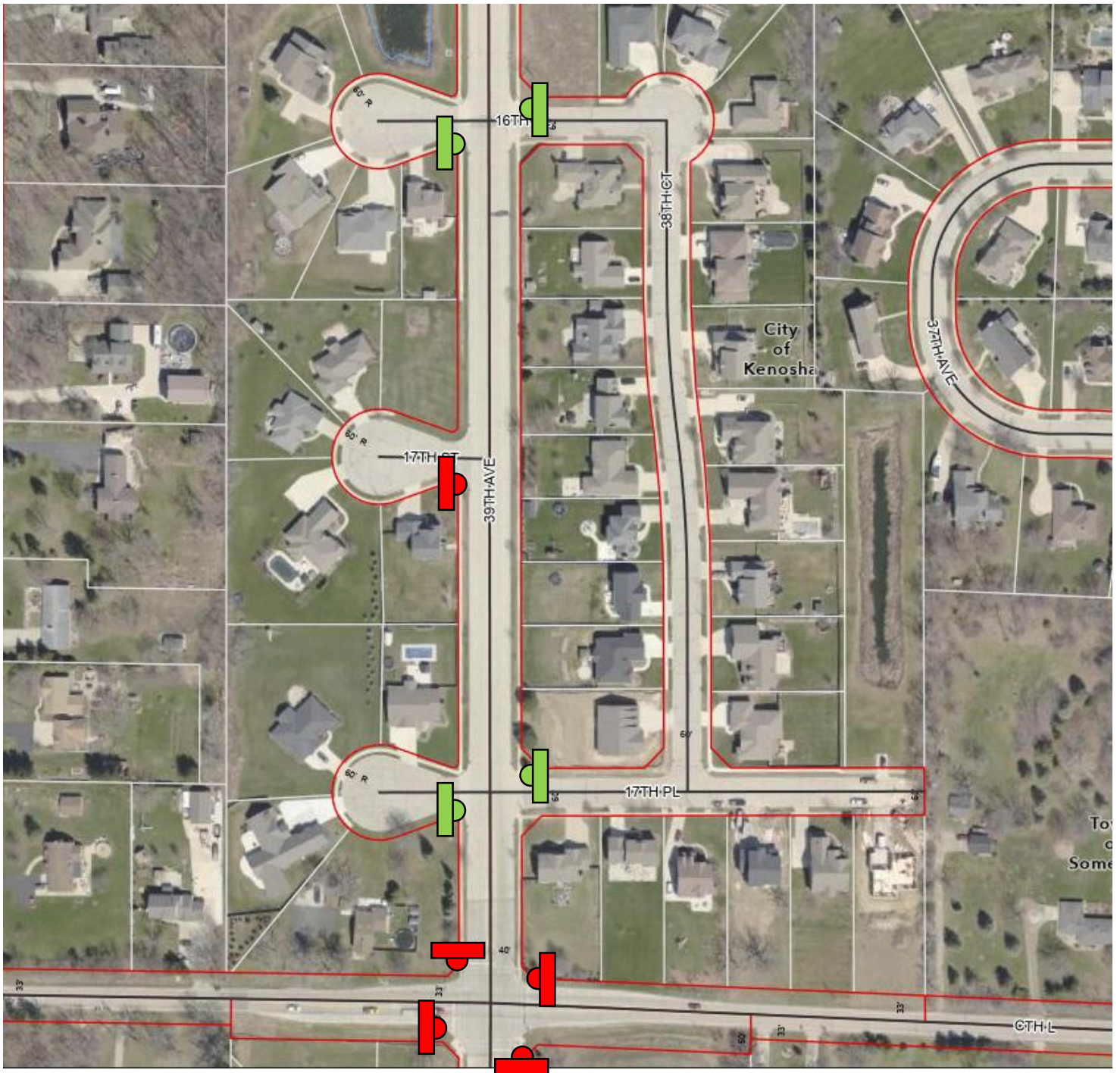
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Existing Stop Sign



Proposed Stop Sign



Existing Traffic Signal



Proposed Stop Sign / Existing Yield Sign

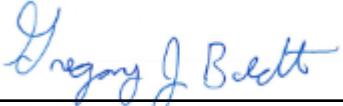


Existing Yield Sign

Date: March 8, 2024

To: Alderperson Jan Michalski, Chairperson
Public Safety and Welfare Committee

CC: Alderperson Anthony Kennedy
District 10

From: Gregory J. Boldt, P.E. 
Deputy Director of Public Works / City Engineer

Subject: ***Staff Request for East and West Stop Control at 40th Street and 32nd Avenue
(District 4) (Staff Recommends Approval of 90-Day Trial)***

BACKGROUND INFORMATION:

Public Works staff was requested to review the accident history at the intersection of 40th Street and 32nd Avenue. This intersection is adjacent to the recent KAT neighborhood development. As part of the development, the existing T-intersection became a four leg intersection. The development plans included a yield sign to be installed for eastbound traffic, which matched the existing intersection control for westbound traffic. Once the new signs were installed, the intersection became yield controlled in the east and west directions and there is no control in the north and south directions.

Per the US Department of Transportation Federal Highway Administrations' Manual on Uniform Traffic Control Devices (MUTCD) the following warrants should be considered for an two-way stop control intersection:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

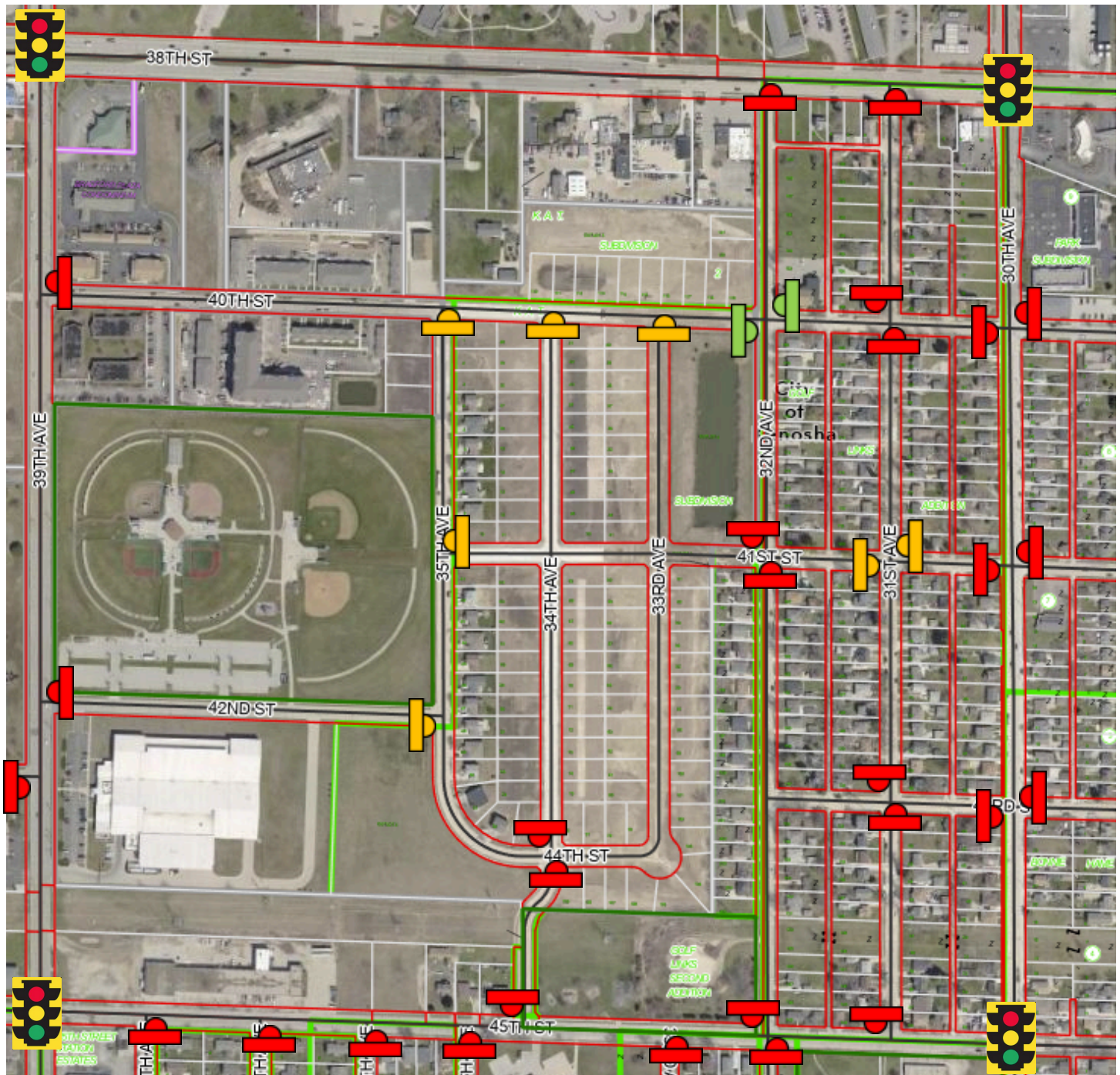
Prior to performing a traffic study, staff evaluated the accident history. Accident reports indicated three accidents occurred within a 12-month period once the revised intersection alignment and control measures were installed. This intersection meets warrant C. outlined above by the MUTCD.

Staff recommends a 90-day trial for east and west stop control at 40th Street and 32nd Avenue.

RECOMMENDATION:

Public Works Engineering staff recommends approval of a 90-day trial for east and west stop control at 40th Street and 32nd Avenue.

Attachment 4-1



Existing Stop Sign



Proposed Stop Sign



Existing Traffic Signal



Proposed Stop Sign / Existing Yield Sign



Existing Yield Sign