**Agenda**
**Public Safety & Welfare Committee Meeting**
**625 52nd Street, Room 204**
**Monday, October 14, 2024**
**5:00 PM**

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

Call to Order
Roll Call
Citizen Comments

Approval of the minutes of the meeting held on September 9, 2024.

1. Request from Jay & Mona Bulaw located at 2124 24th Street for a Retaining Wall Encroaching the Public Right-of-Way. (District 6) **Pgs. 1-4**

2. Right-of-Way Encroachment Agreement By and Between Jay W. And Ramona C. Bulaw and the City of Kenosha, Wisconsin (2124 24th Street). (District 6) **Pgs. 5-13**

3. Resolution by Sponsor: Alderperson Rocco J. LaMacchia Sr.; Co-Sponsor: Alderperson Rollin Pizzala - To Appoint Community Service Officer Morgan Miller as a Humane Officer for the City of Kenosha. **Pg. 14**

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 WORKS COMMITTEE
- MINUTES -

MONDAY, SEPTEMBER 9, 2024
5:30 PM

Chairperson Jack Rose
Vice Chairperson Dominic Ruffalo
Alderperson Brandi Ferree
Alderperson Peni Keeling
Alderperson Anthony Kennedy
Alderperson Bill Siel

The regular meeting of the Public Works Committee was held on Monday, September 9, 2024 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson Jack Rose, Alderpersons Brandi Ferree, Peni Keeling, Anthony Kennedy and Bill Siel. Vice Chairperson Dominic Ruffalo was excused. The meeting was called to order at 5:30 PM. Staff member in attendance was Brian Cater, Director of Public Works.

Citizen's Comments: None

Approval of the minutes of the meeting held on August 26, 2024.
It was moved by Alderperson Kennedy, seconded by Alderperson Keeling to approve. Motion passed 5-0.

1. Acceptance of Project 23-1014 Concrete Street and Joint Repairs (Various Locations) which has been satisfactorily completed by Parmentier Property Works LLC (Pleasant Prairie, WI). The final amount of the contract is $153,568.49. (Districts 11, 15 & 16)
   It was moved by Alderperson Siel, seconded by Alderperson Keeling to approve. Motion passed 5-0.

2. Acceptance of Project 23-1418 Tree Planting (Citywide Locations) which has been satisfactorily completed by Arthur Weiler, Inc. (Bristol, WI). The final amount of the contract is $74,060. (All Districts) (referred to Parks)
   It was moved by Alderperson Keeling, seconded by Alderperson Siel to approve. Motion passed 5-0.

3. Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for Property Located at 14th Place and 24th Avenue. (Success Realtors 1, LLC) (District 4) (CP Approved Ayes 7, Noes 0)
   It was moved by Alderperson Kennedy, seconded by Alderperson Keeling to approve. Motion passed 5-0.

4. Informational: Director to Waive Requirements of Subsection C and D of Section 5.001 (of the Code of General Ordinances for the City of Kenosha) Regarding Protection in Public Bidding for Project 24-2051 Rise Training Center Roof Repair.
   Brian spoke about the project having to be bid twice due to qualified bidders.
   It was moved by Alderperson Kennedy, seconded by Alderperson Keeling to receive and file. Motion passed 5-0.

ALDERPERSONS' COMMENTS: None

ADJOURNMENT – There being no further business to come before the Public Works Committee, it was moved by Alderperson Kennedy, seconded by Alderperson Keeling and unanimously approved to adjourn the meeting at 5:42 PM.

THE CITY OF KENOSHA
CHART A BETTER COURSE

| FOR OFFICE USE ONLY |
|---|
| Agreement Needed: ___ Yes ___ No |
| PSW: ___ Approved ___Denied |
| Date: _____ |
| CC: ___ Approved ___Denied |
| Date: _____ |
| If denied & appealed by applicant: |
| ___ Approved ___Denied by CC |
| Date: _____ |

PS#15397252

## Application for Banner, Sign, Decoration or Obstruction in Public Right-of-Ways
**Form #PWE009** (rev. 04/2022)

**This application should be filled out by the local business, not the contractor doing the work, that is requesting the banner, sign, decoration or obstruction in the public right-of-way.**

Date: 5-2-24

Applicant Type: ___ Partnership ✓ Individual ___ Corporation ___ Group of Individuals

___ Religious Organization ___ Fraternal Organization

Applicant Name: DAVID PRILL / Jay + Mona Bulaw

Applicant Address: 2124 24th st Kenosha, WI - 53140

Contact Person Name: Mona Bulaw Contact Person Title: Owner

Phone: 773-426-8373 Email: monabulaw@aol.com

**Banner, Sign, Decoration or Obstruction Information**

Location: 2124 24th st Size: Lawn feature

Construction (type of materials): block Height above public right-of-way: _____

Circle one: (Permanent) **OR** Temporary

If temporary: Time/Date to be put up: _____ Time/Date to be taken down: _____

Will banner, sign, decoration or obstruction be lighted? ___ Yes X No
If yes, attach electrical plans and specifications.

Will the banner, sign, decoration or obstruction be placed on property of another which infringes on a public right-of-way? X Yes ___ No
by 6 inches

Will the banner, sign, decoration or obstruction be placed on property of another, such as on a railroad bridge or private walkway connecting two buildings, etc.? ___ Yes ✓ No
If yes, signed permission from the property owner must be attached hereto.

Applicants must attach a picture, diagram or sketch of banner, sign, decoration or obstruction on a map to scale.

Applicants must attach Certificate of General Liability Insurance, with *Contractual Liability Endorsement*, showing insurance coverage in force and effect ($1,000,000 single limits policy).



Public Works | 625 52nd St. Room 305, Kenosha, WI 53140 | T: 262.653.4050 | Email: publicworks@kenosha.org | kenosha.org

## 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 8th day of May, 2024

Applicant Printed Name: Mona Bulaw

Applicant Signature: Mona Bulaw Date: May 8th 2024

## Conditions of Approval

**The Committee on Public Safety & Welfare may impose reasonable permit conditions. The following guidelines shall be used to determine conditions of approval with respect to obstructions in any public right-of-way relative to restaurants, service of food and/or beverages, and outdoor displays or sales tables 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') feet of the area between the curb and building line.

4. Non-permanent obstructions will only be permitted from May 1 through November 1.

5. Portable obstructions shall be adequately secured and anchored so as to prevent them from tipping over from the wind. Table umbrellas shall be secured with a heavy ballast holder.

6. Obstructions greater then three and one-half (3.5') feet in height shall be at least fifteen (15') feet from a corner sidewalk.

7. Obstructions cannot extend beyond the limits of the applicant's property's street frontage.

8. Aisle ways to building doors will be unobstructed so as to ensure a safe fire exit.

9. In accordance with Chapter 32, Rule 06-25 of the Code of General Ordinances, no structure, tree, pole, post, sign or any obstruction shall be placed, located or maintained within a five (5') foot radius of any fire hydrant connected to the Water Utility water supply system.

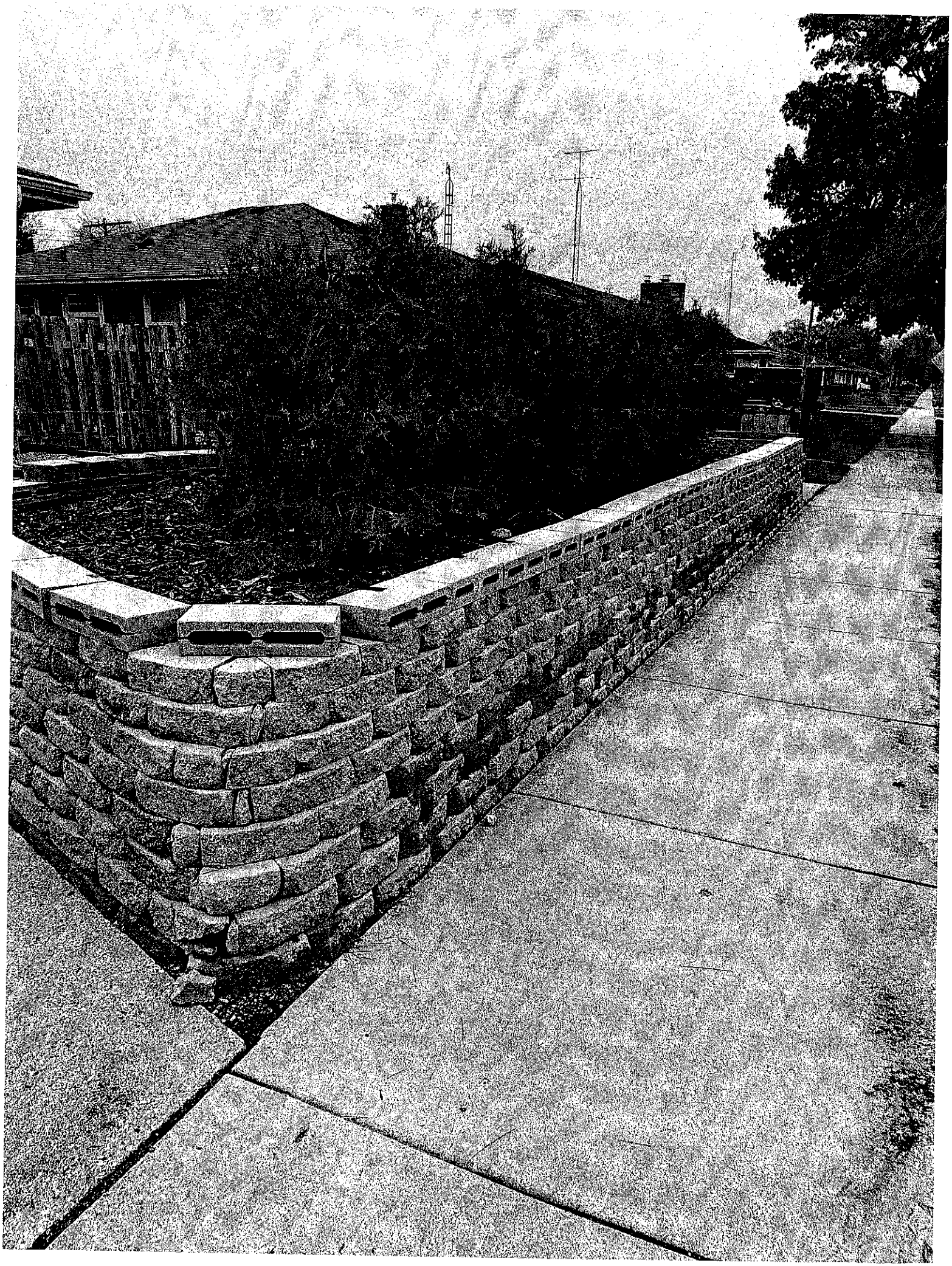
10. Enter into an agreement acceptable to both parties.

11. Obstruction to comply with all City of Kenosha Laws and Code of General Ordinances.

_____ (initial)

**Return this form to:**

**City of Kenosha,**
**Public Works Department**
**625 52nd St – Room 305**
**Kenosha, WI 53140**



| Document No. | RIGHT-OF-WAY<br>ENCROACHMENT AGREEMENT<br><br>Document Title |
|---|---|

RIGHT-OF-WAY
ENCROACHMENT AGREEMENT

By And Between

JAY W. AND RAMONA C. BULAW,
Property Owner,

And

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

Recording Area

Return This Document To:

Office of the City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 5314

Parcel No. 10-223-19-328-008

THIS AGREEMENT, made and entered into by and between Jay W. and Ramona C. Bulaw (hereinafter referred to as "Property Owners"), and the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as "City").

WHEREAS, Property Owners are owner of a parcel of real estate located in the City of Kenosha at 2124 24th Street, more particularly described in Exhibit “A” attached hereto (hereinafter referred to as “Property”); and

WHEREAS, Property Owners have requested permission from the City to erect a concrete block retaining wall in the City right-of-way adjacent to the Property; and

WHEREAS, the City is willing to grant said permission, without charge or fee, upon the condition that Property Owners enter into this Agreement and abide by its terms and conditions.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual promises and Agreements hereinafter set forth, and of Property Owners being granted a right of encroachment upon the City right-of-way, (hereinafter referred to as "Encroachment Area"), Property Owners agree as follows:

1. ENCROACHMENT RIGHT GRANTED. Upon approval and execution of this Agreement, City grants an encroachment in the Encroachment Area to Property Owners for the sole purpose of erecting a concrete block retaining wall (“Block Wall”) on the north side of the of the Property adjacent to the sidewalk as depicted on Exhibit “B” hereto attached.

2. RIGHT OF REMOVAL. At such time as City, in its sole discretion, may deem it necessary or desirable, Property Owners agree to remove the Block Wall from the Encroachment Area, at their cost and expense. Further, Property Owners waive any right to make claim against City, its subunits and 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 Block Wall or the cost of its removal. Property Owners agree to notify City of any transfer of the Property or the vacating of the Property. The City shall provide written notice to Property Owners of the City's demand for removal. Removal of the Block Wall shall be accomplished within thirty (30) days of City's notice.

3. ACCEPTANCE. Encroachment Area is accepted by Property Owners "as is", subject to the terms and conditions hereof.

4. MAINTENANCE. Property Owners assume full responsibility for maintaining and repairing the Block Wall. City has the right to order Property Owners to make repairs to or replace the Block Wall. Property Owners must complete said repairs or replacement within a reasonable time as determined by City.

5. COMPLIANCE WITH LAW. Property Owners shall use Encroachment Area in compliance with applicable Federal, State and local laws, rules and regulations, and lawful administrative orders issued under authority thereof.

6. RISK OF LOSS. Property Owner assumes full responsibility for any risk of loss or damage to the Block Wall, personal property and fixtures kept or installed on Encroachment Area.

7. INDEMNITY AND HOLD HARMLESS. Property Owners do hereby agree that it will, at all times during the term of this Agreement, indemnify and hold harmless, the City, and its officers and employees, from and against any and all claims, liability, losses, charges, damages, costs, expenses or attorneys' fees which any of them may hereafter sustain, incur or be required to pay as a result of (a) the use of the Encroachment Area and any operations, works, acts or omission performed on Encroachment Area by Property Owners, its employees, agents, representatives, contractors, subcontractors and suppliers, including, but not limited to, the putting up, taking down, maintaining or utilizing of the Block Wall or (b) resulting from Property Owners' failure to perform or observe any of the terms, covenants and conditions of this Agreement which results in personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers or employees.

8. INSURANCE. Property Owners, at all times that this Agreement is in effect, must maintain a general liability insurance policy with one (1) or more insurance companies licensed to do business in the State of Wisconsin, which policy will cover liability claims involving death, personal injury and property loss or damage, in an amount of One Million Dollars ($1,000,000) such as is required to be in compliance with Section 5.045 of the Code of General Ordinances for the City of Kenosha, or its successor legislation. Said insurance policy must contain in a form acceptable to City policy language or an endorsement for contractual liability insurance to cover claims arising out of the Indemnity and Hold Harmless provisions of this Agreement. Property Owners will at or prior to execution of this Agreement, and upon demand by City provide the City with a copy of said policy language or endorsement. If, for any reason, the insurance coverage required herein lapses, or the policy lacks the requisite limits, policy language or endorsements, City may declare this Contract null and void as of the date no valid insurance policy was in effect. A Certificate of Insurance must be filed annually with the City Clerk/Treasurer and the City Clerk/Treasurer shall be notified in the event of any change in insurance coverage or termination of insurance coverage. Notwithstanding said requirement, City has the right to request Property Owners to supply a Certificate of Insurance at any time during the course of the Agreement.

9. ADDITIONAL IMPROVEMENTS. Property Owners will not modify the Block Wall in the Encroachment Area until a set of plans and specifications has been filed with and approved by the City. The design, construction and installation of any additional improvements shall be at the cost and expense of

Property Owners.

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

11. BINDING EFFECT AND RECORDING. This Agreement is binding upon the Property Owners' heirs, representatives and successors, and is to be recorded in the Office of the Kenosha County Register of Deeds under the legal description and parcel number of Property Owners' Property. Property Owners agree to pay any recording costs.

12. 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 Property Owners:

Jay W. & Ramona C. Bulaw
9004 400th Court
Genoa City, WI 53128

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

13. 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.

JAY W. BULAW

BY: _____
JAY W. BULAW, Property Owner

Date: _____

RAMONA C. BULAW

BY: _____
RAMONA C. BULAW, Property Owner

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, Jay W. and Ramona C. Bulaw, to me known to be such persons, and acknowledged to me that they executed the foregoing instrument.

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

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
DAVID F. BOGDALA 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, David F. Bogdala, 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:

NICHOLAS J. VANDE CASTLE,
Assistant City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-925-5933

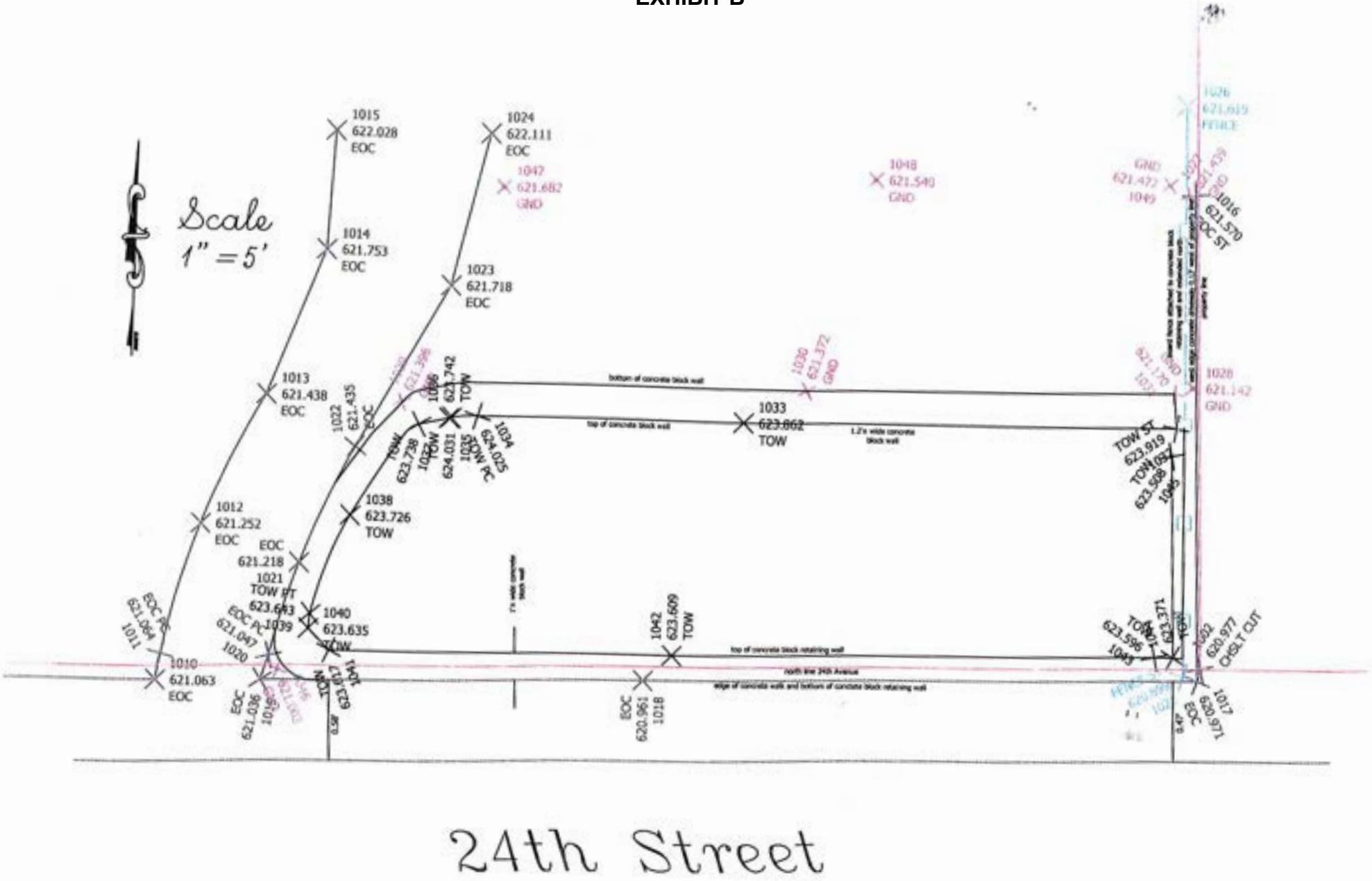
## EXHIBIT A

## Legal Description

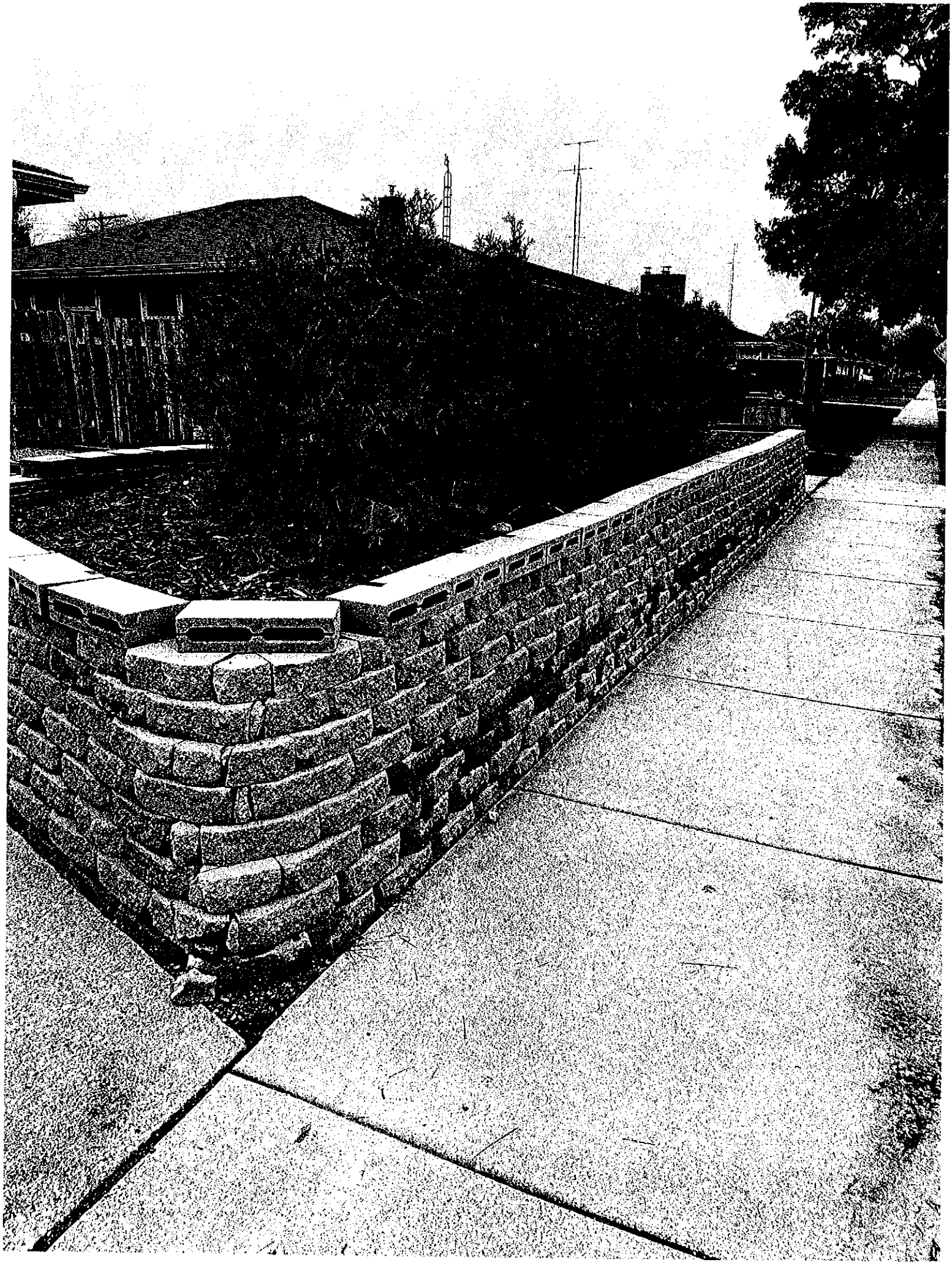
The East 40 feet of Lot 52 and the West 25 feet of Lot 53 in North Gate, a subdivision of part of the Southwest Quarter of Section 19, Town 2 North, Range 23 East of the Fourth Principal Meridian, and lying and being in the City of Kenosha, County of Kenosha and Stale of Wisconsin.

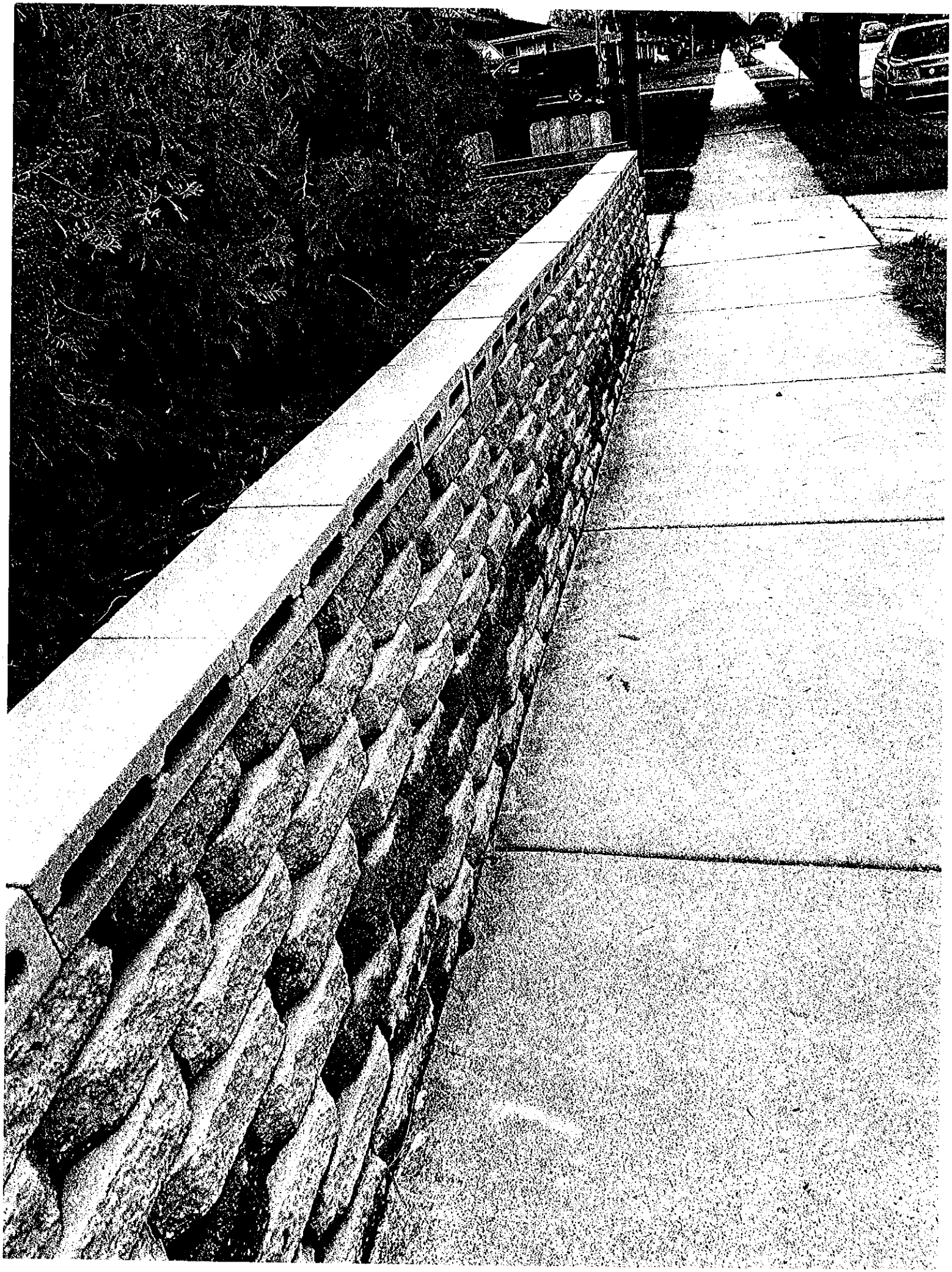
Parcel: 10-223-19-328-008
Address: 2124 24th Street

**EXHIBIT B**




24th Street





**RESOLUTION _____**

**SPONSOR: ALDERPERSON ROCCO J. LAMACCHIA SR.**
**CO-SPONSOR: ALDERPERSON ROLLIN PIZZALA**

**TO APPOINT COMMUNITY SERVICE OFFICER MORGAN MILLER AS A HUMANE OFFICER FOR THE CITY OF KENOSHA**

**WHEREAS,** the City of Kenosha, Wisconsin has authorized the enforcement of City animal control laws by humane officers appointed by the City pursuant to Section 173.03(1), Wisconsin Statutes, and Section 14.076.B of the Code of General Ordinances for the City of Kenosha, Wisconsin; and

**WHEREAS,** the State of Wisconsin authorizes humane officers to enforce certain state animal control laws by virtue of the powers and duties set forth in Section 173.07, Wisconsin Statutes; and

**WHEREAS,** Morgan Miller, a community service officer employed by the City of Kenosha Police Department, has obtained a Wisconsin Humane Officer Training Certification from the University of Missouri – Extension on September 20, 2024; and

**NOW, THEREFORE,** by the Common Council of the City of Kenosha, Wisconsin, that Morgan Miller, a community service officer employed by the City of Kenosha Police Department, is hereby appointed as a City Humane Officer for the City of Kenosha, Wisconsin, with full animal control enforcement powers and duties as authorized by Wisconsin Statutes and the Code of General Ordinances for the City of Kenosha, Wisconsin.

Adopted this _____ day of _____, 2024.

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

APPROVED: _____ Date: _____
DAVID F. BOGDALA, Mayor

Drafted By:
BRIAN T. COE
Assistant City Attorney