Agenda
Public Safety & Welfare Committee Meeting
625-52nd St, Rm 204
Monday, September 30, 2019
5pm

Chairperson: Rocco J. LaMacchia, Sr  Vice Chairperson: Keith W. Rosenberg
Alderperson: Jan Michalski  Alderperson: Eric Haugaard
Alderperson: Stephanie L. Kemp

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes of the Meetings Held on September 4 & September 9 2019.

1. Aldermanic Request for an All-Way Stop at 81st Street & 15th Avenue. (Staff recommends denial) (District 12)(Committee denied at the 9/9/19 meeting) PUBLIC HEARING

2. Aldermanic Request for “No Parking This Side” Restriction on the West Side of 4th Avenue between 58th Street and 60th Street. (Staff recommend 90-Day Trial) (District 2) PUBLIC HEARING

3. Aldermanic Request for an All-Way Stop 65th Street and 60th Avenue. (Staff recommends denial) (District 15) PUBLIC HEARING

4. Aldermanic Request for the Removal of the Existing Parking Restriction on the North Side of 55th Street 126ft West of 31st Avenue. (Staff recommends 90-Day Trial) (District 11) PUBLIC HEARING

5. Request from Bang Enterprises LLC located at 4520 8th Avenue (Union Park Tavern) for a Sign Encroaching the Public Right-of-Way. (District 2) PUBLIC HEARING

6. Right-of-Way Encroachment Agreement by and between David Desmidt & Angela Cook, Bang Enterprises LLC and the City of Kenosha, Wisconsin. (District 2) PUBLIC HEARING

7. Request from Spring Meadows Homeowners Association to Place Obstruction Sign in the Public Right-of-Way (Located 30th Avenue & 13th Street). (District 4) PUBLIC HEARING

8. Right-of-Way Encroachment Agreement by and between Spring Meadows Homeowners Association and the City of Kenosha, Wisconsin (Intersection Location: 13th Avenue & 13th Street) (District 4) PUBLIC HEARING
9. Acceptance of Project 18-1576, Fire Station #6 Renovations which has been satisfactorily completed by Stuckey Construction Co. (Waukegan, IL). The final amount of the contract is $148,737.24. (Also Referred to PW) PUBLIC HEARING

10. Amendment to Professional Service Agreement between the City of Kenosha and Short Elliot Hendrickson, Inc. for Architectural Services for Kenosha Fire Station #4 Phase II Improvements for Mechanical Upgrades. (Also referred to Finance) PUBLIC HEARING

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

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.
A special meeting of the Public Safety & Welfare Committee was held on Wednesday, September 4, 2019 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 6:45 pm by Chairperson LaMacchia.

At roll call, the following members were present: Alderperson Haugaard, and Michalski. Alderperson Rosenberg arrived during item #1. Alderperson Kemp was excused. Staff members in attendance were: Shelly Billingsley, Director of Public Works and Brian Cater, Deputy Director of Public Works/City Engineer.

No citizen spoke during Citizens Comments.

1. **Aldermanic Request for “2-Hour Parking” Restriction on Both sides of 28th Avenue South of 60th Street to Dead End. (District 3) (Staff recommends Denial)**

   **PUBLIC HEARING**
   
   Public Hearing: None

   It was moved by Alderperson Michalski, seconded by Alderperson Haugaard to cancel the 90-day trial and deny the 2-hour parking request. Motion carried unanimously.

   **ALDERPERSONS' COMMENTS:** None

   **ADJOURNMENT** - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:46 pm.
A meeting of the Public Safety & Welfare Committee was held on Monday, September 9, 2019 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairperson LaMacchia.

At roll call, the following members were present: Alderperson Haugaard, Michalski, Kemp and Rosenberg. Staff members in attendance were: Brian Cater, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Eric Larsen; Fire Chief Charles Leipzig; Alderperson Jack Rose; Alderperson David Bogdala; Alderperson Mitchell Pedersen; Alderperson Patrick Juliana and Alderperson Curt Wilson.

No citizen spoke during Citizens Comments.

It was moved by Alderperson Michalski, seconded by Alderperson Kemp, to approve the minutes from the meeting held on August 26, 2019. Motion carried unanimously.

1. Aldermanic Request for a “No Parking This Side” on the West Side of 40th Avenue from 78th Street to 76th Street. (Staff recommends 90-Day Trial) (District 14)
   Staff: Brian Cater & Fire Chief Charles Leipzig spoke.
   Public Hearing: None
   It was moved by Alderperson Rosenberg, seconded by Alderperson Michalski to approve. Motion carried unanimously.

2. Aldermanic Request for an “All-Way Stop” at 81st Street & 15th Avenue. (Staff recommends denial) (District 12)
   Public Hearing: None
   Staff: Brian Cater & Deputy Police Chief Eric Larsen spoke.
   It was moved by Alderperson Michalski, seconded by Alderperson Rosenberg to deny. Motion carried unanimously.

3. Resolution by Alderperson David Bogdala, Mitchell Pedersen, Rocco LaMacchia Sr, and Curt Wilson – Resolution to Urge the Department of Community Development and Inspections to Develop a Database for Storing of Electronic Mail Address in Compliance with Wisconsin Act 317. (Oral Referral from Council on 9/4/19)
   Public Hearing: Staff:
   It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski to approve. Motion carried unanimously.

4. Ordinance by Principal Sponsor Alderperson Patrick Juliana - To Amend Subsection 16.02 B. and to Create Subsection 16.17 M. (of the Code of General Ordinances) Entitled "Unman aged Plant Growth". (Referred from Council on 8/19/19) (Deferred from the meeting on 8/26/19)
   It was moved by Alderperson Michalski, seconded by Alderperson Haugaard to defer until the next meeting. Motion carried unanimously.

5. Discussion Item on the Fire Station Updates.
   Staff: Fire Chief Charles Leipzig and Deputy Police Chief Eric Larsen spoke.

ALDER PERSONS’ COMMENTS: None

ADJOURNMENT – There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 5:19 pm.
Date: September 27, 2019

To: Alderperson Rocco LaMacchia, Chairman
   Public Safety and Welfare Committee

CC: Alderperson Mitchell Pedersen
    District 12

From: Brian Cater, P.E.
      Deputy Director of Public Works / City Engineer

Subject: Aldermanic Request for an All-Way Stop at 81st Street and 15th Avenue (District 12) (Staff Recommends Denial of the All-Way Stop)

BACKGROUND INFORMATION:

Alderperson Mitchell Pedersen requested that Public Works Engineering staff inspect the intersection of 81st Street and 15th Avenue for the possibility of introducing all-way stop control. The intersection is currently two-way yield controlled with traffic on 15th Avenue in the north and south directions yielding to traffic on 81st Street. Per the MUTCD the following warrants should be considered:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:
   1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
   2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
   3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

This location does not meet the warrants for a signal and should not be considered for an interim all-way stop. Staff reviewed the crash data for the intersection and found that there were no reported accidents at this intersection in the past year related to stop control and therefore its accident history does not warrant an all-way stop based on MUTCD standards. Staff performed traffic counts between August 20th and August 22nd, 2019. Staff determined that the intersection did not meet the vehicles per day or 8-hour peak traffic requirements for an all-way stop per the MUTCD (staff recorded 47 vehicles per hour for the 8-hour peak on 81st Street and 17 vehicles per hour for the 8-hour peak on 15th Avenue). The vehicles per hour for 81st Street are about 16% of the 300 vehicles per hour requirement, but the vehicles per hour requirement for 15th Avenue is only at 9%. This is an indicator that the traffic is predominantly on 81st Street and should not be forced to stop given the limited traffic on 15th Avenue.

The speed limit is 25 MPH for both 81st Street and 15th Avenue; the 85th percentile speed for this location was 29 MPH for 81st Street and 27 MPH for 15th Avenue. The 85th percentile speeds are within the normal range. There is not a notable amount of pedestrian traffic at this intersection, nor are there pedestrian conflicts. The traffic volumes are lower than the 80 percent needed for consideration.

Based on Public Works Engineering staff's inspection and traffic count data, the additional stop signs are not warranted at this intersection. None of the criteria identified by the MUTCD for the placement of an all-way stop are met at this location. Adding stop signs or any signage that is not warranted is not something the City or the MUTCD recommends as it can cause drivers to become desensitized to signs, and potentially result in more serious accidents as a result.

**RECOMMENDATION:**

Public Works Engineering staff recommends denial of an all-way stop at the intersection of 81st Street and 15th Avenue.
Date: September 27, 2019

To: Alderperson Rocco LaMacchia, Chairman
   Public Safety and Welfare Committee

CC: Alderperson Siel
    District 2

From: Brian Cater, P.E.
      Deputy Director of Public Works / City Engineer

Subject: Aldermanic Request for “No Parking This Side” restriction on the west side of
         4th Avenue between 58th Street and 60th Street (Staff Recommends 90-day trial)
         (District 2)

BACKGROUND INFORMATION:

Alderperson Siel requested staff investigate existing parking restrictions on 4th Avenue between
58th and 60th Street. 4th Avenue between 58th Street and 60th Street has multiple different
parking restrictions on the west side but there are some inconsistencies in the signage and a
small gap along the corridor between no parking signs that should be filled.

Staff believes the restriction on the west side is necessary due to how narrow the road is and
recommends the entire length of 4th Avenue between 58th Street and 60th Street be restricted
to “No Parking This Side”. This will include some updated signage as well as a new sign to help
remove any gaps in the existing signage as a 90-day trial.

RECOMMENDATION:

Public Works Engineering staff recommends approval of a 90-day trial for “No Parking This
Side” on the west side of 4th Avenue between 58th Street and 60th Street.
- Existing No Parking Sign to be changed to No Parking This Side
- Install New No Parking This Side sign
- Existing No Parking Here to Corner Sign to be changed to No Parking This Side
Date: September 27, 2019
To: Alderperson Rocco LaMacchia, Chairman
    Public Safety and Welfare Committee
CC: Alderperson Rose
    District 15
From: Brian Cater, P.E.
      Deputy Director of Public Works / City Engineer

Subject: Aldermanic Request for an All-Way Stop at 65th Street and 60th Avenue (District 15) (Staff Recommends Denial of the All-Way Stop)

BACKGROUND INFORMATION:

Alderperson Rose requested that Public Works Engineering staff inspect the intersection of 65th Street and 60th Avenue for the possibility of introducing all-way stop control. The intersection is currently two-way stop controlled with traffic on 65th Street in the east and west directions yielding to traffic on 60th Avenue. Per the MUTCD the following warrants should be considered:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:
   1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
   2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
   3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.
This location does not meet the warrants for a signal and should not be considered for an interim all-way stop. Staff reviewed the crash data for the intersection and found that there were no reported accidents at this intersection in the past year related to stop control and therefore its accident history does not warrant an all-way stop based on MUTCD standards. Staff performed traffic counts between August 27th and August 30th, 2019. Staff determined that the intersection did not meet the vehicles per day or 8-hour peak traffic requirements for an all-way stop per the MUTCD (staff recorded 221 vehicles per hour for the 8-hour peak on 60th Avenue and 48 vehicles per hour for the 8-hour peak on 65th Street). The vehicles per hour for 60th Avenue are about 74% of the 300 vehicles per hour requirement, but the vehicles per hour requirement for 65th St is only at 24%. This is an indicator that the traffic is predominantly on 60th Avenue and should not be forced to stop given the limited traffic on 65th Street.

The speed limit is 25 MPH for both 65th Street and 60th Avenue; the 85th percentile speed for this location was 26 MPH for 65th Street and 33 MPH for 60th Avenue. The 85th percentile speeds are within the normal range for 65th Street and a little above the normal range for 60th Avenue. There is not a notable amount of pedestrian traffic at this intersection, nor are there pedestrian conflicts. The traffic volumes are lower than the 80 percent needed for consideration.

Based on Public Works Engineering staff's inspection and traffic count data, the additional stop signs are not warranted at this intersection. None of the criteria identified by the MUTCD for the placement of an all-way stop are met at this location. Adding stop signs or any signage that is not warranted is not something the City or the MUTCD recommends as it can cause drivers to become desensitized to signs, and potentially result in more serious accidents as a result. As a result of the speeding concern on 60th Avenue staff looked into where the existing speed limit signs were placed for this corridor. There is only one speed limit sign in each direction for over a half a mile corridor. Staff would recommend the placement of an additional speed limit sign in each direction towards the middle of the corridor.

**RECOMMENDATION:**

Public Works Engineering staff recommends denial of an all-way stop at the intersection of 65th Street and 60th Avenue.
Attachment 3-1

- Existing Stop Signs
- Existing Speed Limit Signs
- Proposed Stop Signs
- Proposed Speed Limit Signs
Date: September 27, 2019

To: Alderperson Rocco LaMacchia, Chairman
    Public Safety and Welfare Committee

CC: Alderperson Kemp
    District 11

From: Brian Cater, P.E.
      Deputy Director of Public Works / City Engineer

Subject: Aldermanic Request for the removal of the existing parking restriction on the north side of 55th Street 126’ west of 31st Avenue (Staff Recommends 90-day trial) (District 11)

**BACKGROUND INFORMATION:**

Alderperson Kemp requested staff investigate existing parking restrictions on 55th Street between 31st and 32nd Avenue due to a constituent complaint she had received. 55th Street between 31st and 32nd Avenue is restricted on the south side by existing “No Parking This Side” signs due to how narrow the road is. There is also a restriction on the north side of the road for 126 feet that restricts parking between 31st Avenue and the alleyway to the west.

Staff believes the restriction on the north side is not necessary and that this road width can safely support parking on the north side of the block as long as the south side remains no parking.

**RECOMMENDATION:**

Public Works Engineering staff recommends approval of a 90-day trial to remove the existing parking restriction on the north side of 55th Street 126’ west of 31st Avenue.
- Existing No Parking This Side signs to remain

- Existing No Parking Here to Corner to be removed
Application for Banner, Sign, Decoration or Obstruction in Public Right-of-Ways
Form #PWE009 (rev. 02/17)

Applicant Type: ___ Partnership ___ Individual ___ Corporation ___ Group of Individuals
___ Religious Organization ___ Fraternal Organization

Applicant Name: Angela M. Cook - Brag Enterprises LLC

Applicant Address: 4530 8th Ave

Contact Person Name: Angela M. Cook ___ Contact Person Title: Co-Owner

Phone: 262-496-2921 Email: amcook1975@gmail.com

Banner, Sign, Decoration or Obstruction Information

Location: Union Park Tavern (4530 8th Ave) Size: 60" x 40"

Construction (type of materials): Vinyl Custom

Height above public right-of-way: 110 ft

Circle one: ___ Permanent ___ OR ___ Temporary

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

Will the banner, sign, decoration or obstruction be lighted? ___ Yes ___ No

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

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).
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 __________ day of _________, 20________.

Applicant Printed Name: [Signature]

Applicant Signature: [Signature] Date: 7/8/19

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 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 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.

Return this form to:

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

Public Works | 625 52nd St. Room 305, Kenosha, WI 53140 | T: 262.653.4050 | Email: publicworks@kenosha.org | kenosha.org
UNION PARK TAVERN - SIGNAGE LAYOUT - 2019

FACE / VINYL CHANGE ONLY

Existing

NEW

J. EWENS DESIGN

4/29/19 Revised 5/24/19
Filename: Union Park Tavern 2019.pit
September 26, 2019

Bang Enterprises LLC
Attn: Angela Cook
amcook1975@gmail.com

RE: Sign Encroaching the Public Right-of-Way at 4520 8th Ave

Dear Ms. Cook:

Your request to have a sign encroaching the public right-of-way at 4520 8th Ave will be reviewed by the Public Safety & Welfare Committee. The meeting is scheduled for:

Monday, September 30, 2018
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact me at 262-653-4065 or dmiles@kenosha.org.

Sincerely,

Diane S. Miles
Secretary of the Public Safety & Welfare Committee

cc: Public Safety & Welfare Committee
    Shelly Billingsley, Director of Public Work – w/a
    Brian Cater, Deputy Director of Public Works/City Engineer – w/a
RIGHT-OF-WAY
ENCROACHMENT AGREEMENT

By And Between

DAVID DESMIDT AND ANGELA COOK
Property Owner

And

BANG ENTERPRISES, LLC
Tenant

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

THIS AGREEMENT, Made and entered into by and between David Desmidt and Angela Cook, (hereinafter referred to as "Property Owner"), Bang Enterprises, LLC, (hereinafter referred to as "Tenant"), and the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as "City").

WHEREAS, Property Owner is owner of a parcel of real estate located in the City of Kenosha at 4520 8th Avenue, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Bang Enterprises, LLC, as a tenant of Property Owner will be operating a business on the Property.

WHEREAS, Tenant has requested permission from the City to hang a sign in and above 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 Owner and Tenant enter into this Agreement and abide by its terms and conditions; and

WITNESSETH:

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

1. ENCROACHMENT RIGHT GRANTED. Upon approval and execution of this Agreement, City grants an encroachment in the Encroachment Area to Tenant for the sole purpose of hanging a 60" x 48" sign ("Sign") on the east wall of the building situated on the Property as depicted on Exhibit "B" hereto attached.

2. RIGHT OF REMOVAL. Upon the transfer of the Property, or at such time as City, in its sole
discretion, may deem it necessary or desirable. Property Owner and Tenant agree to remove the Sign from the Encroachment Area, at their cost and expense. Further, Property Owner and Tenant 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 Sign or the cost of its removal. Property Owner and Tenant agree to notify City of any transfer of the Property or the vacating of the Property by Tenant. The City shall provide written notice to Property Owner of the City's demand for removal. Removal of the Sign shall be accomplished within thirty (30) days of City's notice.

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

4. MAINTENANCE. Tenant assumes full responsibility for maintaining and repairing the Sign. City shall have the right to order Tenant to make repairs to the Sign. Tenant shall complete said repairs within a reasonable time as determined by City.

5. COMPLIANCE WITH LAW. Tenant 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. Tenant assumes full responsibility for any risk of loss or damage to the Sign, personal property and fixtures kept or installed on Encroachment Area.

7. INDEMNITY AND HOLD HARMLESS. Property Owner and Tenant do hereby agree that they 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 Owner, Tenant, its employees, agents, representatives, contractors, subcontractors and suppliers, or (b) resulting from Property Owner or Tenant's failure to perform or observe any of the terms, covenants and conditions of this Agreement which 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. Tenant, at all times that this Agreement is in effect, shall maintain a general liability insurance policy with one (1) or more insurance companies licensed to do business in the State of Wisconsin, which policy shall 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 shall contain in a form acceptable to City an endorsement for contractual liability insurance to cover claims arising out of the Indemnity and Hold Harmless provisions of this Agreement. Tenant shall at or prior to execution of this Agreement, and upon demand by City provide the City with a copy of said endorsement. If, for any reason, the insurance coverage required herein lapses, or the policy lacks the requisite limits 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 shall 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 shall have the right to request Tenant to supply a Certificate of Insurance at any time during the course of the Agreement.

9. ADDITIONAL IMPROVEMENTS. Tenant shall not construct any additional improvements to the Sign 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 Tenant.

10. ENFORCEMENT. Should City be required to perform any obligation upon Encroachment Area assumed by Property Owner or Tenant, 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 Owner and Tenant’s 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 Owner’s Property. Tenant agrees to pay any recording costs.

12. NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be 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 shall be effective as of the date of delivery, if by hand, or mailing, if by registered or certified mail.

For Property Owner:

David Desmidt and Angela Cook
6709 7th Avenue
Kenosha, WI 53143

For Tenant:

Bang Enterprises, LLC
Attn: Angela Cook
4520 8th Avenue
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

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

DAVID DESMIDT AND ANGELA COOK
Individuals

BY: 
DAVID DESMIDT
Date: 9/19/19

BY: Angela M. Cook
ANGELA COOK
Date: 9/19/19

STATE OF WISCONSIN)
COUNTY OF KENOSHA)

Personally came before me this 19th day of September, 2019, David Desmidt and Angela Cook, to me known to be such persons, and acknowledged to me that they executed the foregoing instrument.

[Signature]
Print Name: Paula M. Lattergrass
Notary Public, Kenosha County, WI.
My Commission expires/is: 08/12/23

[Seal]
Paula M. Lattergrass
Notary Public
State of Wisconsin
STATE OF WISCONSIN

COUNTY OF KENOSHA)

Personally came before me this 19th day of September, 2019, Angela Cook, to me known to be such person, and acknowledged to me that she executed the foregoing instrument.

Print Name:  Paula M. Lattergrass
Notary Public, Kenosha County, WI
My Commission expires/is: 08/12/23
CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: ____________________________
    JOHN M. ANTARAMIAN, Mayor
Date: __________________________

BY: ____________________________
    DEBRA SALAS, City Clerk/Treasurer
Date: __________________________

STATE OF WISCONSIN)               : SS.
COUNTY OF KENOSHA)               

Personally came before me this _____ day of _____________, 2019, John M. Antaramian, Mayor, and Debra Salas, 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:

WILLIAM K. RICHARDSON,
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

Part of Block 57 in the Northeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, and more particularly described as follows Commencing at the Southeast corner of Block 57 aforesaid, thence North on the East line of said block a distance of 62 feet, thence West parallel to the South line of said block a distance of 7 rods, thence south parallel to the East line a distance of 62 feet and to the South line of said block, thence East of the South line of said Block 7 rods to the place of beginning, and lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin.

Address: 4520 8th Avenue
Existing

FACE / VINYL CHANGE ONLY

NEW

UNION PARK TAVERN - SIGNAGE LAYOUT - 2019

Pete's

Simple, yet Extraordinary

Eats

UNION PARK TAVERN
The City of
Kenosha
Chart a Better Course

Application for Banner, Sign, Decoration or Obstruction in Public Right-of-Ways
Form #PWE009 (rev. 02/17)

Agreement Needed: [ ] Yes [ ] No
PSW: [ ] Approved [ ] Denied
Date:

CC: [ ] Approved [ ] Denied
Date:

If denied & appealed by applicant:
[ ] Approved [ ] Denied by CC
Date:

Date: 9/16/19

Applicant Type: [ ] Partnership [ ] Individual [ ] Corporation [X] Group of Individuals

[ ] Religious Organization [ ] Fraternal Organization

Applicant Name: Spring Meadows Home Owners Association

Applicant Address: P.O. Box 661 Somers, WI 53177

Contact Person Name: Bill Blise
Contact Person Title: President - Spring Meadows

Phone: 262-515-4455 Email: billblise@yahoo.com

Banner, Sign, Decoration or Obstruction Information

Location: 30th & 13 St Street

Size: (170" wide) 57" Tall

Construction (type of materials): Concrete/Steel/Aluminum

Height above public right-of-way: 58.5"

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

Will the banner, sign, decoration or obstruction be placed on property of another which infringes on a public right-of-way?

[ ] Yes [X] No

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 [X] 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).

Received SEP 16 2019
City of Kenosha
Public Works Department
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 16th day of Sept., 2019

Applicant Printed Name: William G. Blise

Applicant Signature: William G. Blise Date: 9/16/19

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 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 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.

Return this form to:

City of Kenosha,
Public Works Department
625 52nd St – Room 305
Kenosha, WI 53140
NEW PIPE - Supplied by J. Ewens Design
(1) - 4.5" D. Schedule 40 Pipe - 102' tall

APPROVED LAYOUT AS OF 7/2/19

7/2/19
Spring Meadows - Sub Division Entry Sign 2019.png
RIGHT-OF-WAY
ENCROACHMENT AGREEMENT

By And Between

SPRING MEADOWS HOME OWNERS ASSOCIATION, INC.

And

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

THIS AGREEMENT, Made and entered into by and between Spring Meadows Home Owners Association, Inc. (hereinafter referred to as "Association"), and the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as "City").

WHEREAS, Association seeks permission from the City to erect a sign on 13th Street at 30th Avenue in the City ("Site"); and,

WHEREAS, the Site is located in the City right of way; and

WHEREAS, the City is willing to grant said permission, without charge or fee, upon the condition that Association enters into this Agreement and abides by its terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and Agreements hereinafter set forth, and of Association being granted a right of encroachment upon the City right-of-way, Association agrees as follows:

1. ENCROACHMENT RIGHT GRANTED. Upon approval and execution of this Agreement, City grants Association an encroachment in the Site for the sole purpose of maintaining a sign as depicted on Exhibit "A" ("Improvements").

2. RIGHT OF REMOVAL. Upon termination of the Association, or at such time as City, in its sole discretion, may deem it necessary or desirable, Association agrees to remove Improvements from the Site, at Association's cost and expense, waiving any right to make claim against City, its subunits and its officers and employees, under Federal or State laws, rules or regulations, for any of Owner's cost, including but not limited to the value of the Improvements or the cost of removal. Association agrees to notify City of dissolution or termination of the Association. The City shall provide written notice to Association of the City's demand for removal. Removal of the Improvements shall be accomplished within thirty (30) days of City's notice.

3. ACCEPTANCE. The Site is accepted by Association "as is", subject to the terms and conditions hereof.

4. RESTORATION. Upon an event requiring removal of the Improvements, Site will be restored to grass, either by seeding and mulching or sod, at the full cost and expense of Association.
5. MAINTENANCE. Association assumes full responsibility for maintaining and repairing Site, including snow and ice removal. City is not responsible for improving or maintaining Site or Improvements thereon. City shall have the right to order Association to make repairs to the Site and/or Improvements. Association shall complete said repairs within a reasonable time as determined by City’s Department of Public Works. City shall be entitled to remove the Improvements due to Association’s failure to maintain the Site or the Improvements.

6. COMPLIANCE WITH LAW. Association shall use the Site in compliance with applicable Federal, State and local laws, rules and regulations, and lawful administrative orders issued under authority thereof.

7. RISK OF LOSS. Association assumes full responsibility for any risk of loss or damage to the Improvements, personal property and fixtures kept or installed on the Site.

8. INDEMNITY AND HOLD HARMLESS. Association hereby agrees 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 Site and any operations, works, acts or omission performed on Site by Association, its employees, agents, representatives, contractors, subcontractors and suppliers, or (b) resulting from Association’s 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.

9. INSURANCE. Association, 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 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 an endorsement or language for contractual liability insurance to cover claims arising out of the Indemnity and Hold Harmless provisions of this Agreement. Association will at or prior to execution of this Agreement, and upon demand by City provide the City with a copy of said endorsement or language. If, for any reason, the insurance coverage required herein lapses, or the policy lacks the requisite limits, endorsements, or language, 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 Association to supply a Certificate of Insurance at any time during the course of the Agreement.

10. ADDITIONAL IMPROVEMENTS. Association will not enlarge the Improvements or expand the Site 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 Association.

11. ENFORCEMENT. Should City be required to perform any obligation upon the Site assumed by Association, City may specially assess each parcel within the Association for the costs thereof, including all legal and administrative costs, without notice and hearing.

12. BINDING EFFECT. This Agreement is binding upon the Association’s representatives and successors.

13. NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be 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 shall be effective as of the date of delivery, if by hand, or mailing, if by registered or certified mail.

For Association:

Spring Meadows Home Owners Association, Inc.
P.O. Box 681
Somers, WI 53171
Attn. President Bill Blise

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

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

Signature pages follow
STATE OF WISCONSIN)  
COUNTY OF KENOSHA)  

Personally came before me this 27th day of September, 2019, Bill Blise, to me known to be such persons, and acknowledged to me that they executed the foregoing instrument.

Print Name: DIANE S. MILLS  
Notary Public, Kenosha County, WI.  
My Commission expires/is: 3/14/23
CITY OF KENOSHA, WISCONSIN, 
A Wisconsin Municipal Corporation

BY: 
JOHN M. ANTARAMIAN, Mayor

Date: ______________________________________

BY: 
DEBRA SALAS, City Clerk/Treasurer

Date: ______________________________________

STATE OF WISCONSIN) 
: SS. 
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____________, 2019, John M. Antaramian, Mayor, and Debra Salas, 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:

WILLIAM K. RICHARDSON,
Assistant City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-925-5933
September 23, 2019

To: Mitchell Pedersen, Chairperson, Public Works Committee
   Rocco J. LaMacchia, Sr., Chairperson, Public Safety & Welfare Committee

From: Brian Cater, PE
   Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 18-1576 Fire Station 6 Renovations

Location: 2615 14th Place

Please be advised that the above referenced project has been satisfactorily completed by Stuckey Construction Co., Waukegan, Illinois. This project consisted of roof replacement, finish upgrades, and room modifications to the kitchen, dining room, and bunk room, removing the existing glazed brick around the hose tower and replacing with clay brick.

It is recommended that the project be accepted in the final amount of $148,737.24. Original contract amount was $135,400.00 plus $20,300 for contingency for a total of $155,700. Funding was from CIP Line FI-09-006.
September 19, 2019

RE: Kenosha Fire Station #4 Phase 2 Improvements REVISED 9/19/19

Mr. Charles Leipzig, Jr.
Fire Chief
Kenosha Fire Department
4810 60th Street
Kenosha, Wisconsin 53144

Dear Fire Chief Leipzig:

Short Elliott Hendrickson, Inc. (SEH®) appreciates the opportunity to submit this proposal to the Kenosha Fire Department for Phase 2 improvements to Station #4 located at 4810 60th Street.

Project Understanding

This proposal is in response to the meeting previously attended building tour we attended on November 8, 2017. Based on our conversation we have developed a scope for the second of several construction projects that will improve the station in multiple phases over the next 5-7 years as CIP funding becomes available.

The second phase of the project is to replace the existing HVAC system in the building including roof top units, the boilers and controls as well as return air pathways. The work will also include replacement of the water heater installation of a fire suppression system and improvements to the electrical systems including upgrades to the lighting system, generator and fire alarm system.

It is recommended that the storm sewer laterals and roof drain piping be videotaped to document their condition at this time in preparation for future modifications.

Scope of Work

Upon notice to proceed, SEH will:

1. Coordinate a site visit and walk through inspection of the Station #4 facility to field measure and verify the existing building systems for demolitions and replacement.


3. Develop bidding documents including plans and specifications.

4. Assist the City with bidding the renovation work as defined in the contract documents. Attend a pre-bid conference at Station #4 to define the scope of work to prospective contractors.

5. Administer the construction by reviewing submittals, requests for information and pay applications. Attend construction meetings and develop punchlists and close out documents.
6. **AMENDED SERVICES**: Redesign the HVAC systems for the building to include a boiler and hot water re-heat. This re-design work will also include the associated electrical and plumbing design necessary to support the new HVAC systems. The revised HVAC system will be bid as the base bid with the original forced air HVAC system as an alternate in the bid documents.

**Timeline**

The architectural and engineering services listed above will be performed as expeditiously as is consistent with the orderly progress of the work. SEH will deliver the drawings to the City of Kenosha for advertising and bidding on October 21, 2019.

**Owner's responsibility**

The Owner shall supply any available plans of the buildings and site. If possible, a facility engineer or maintenance personal familiar with the buildings shall be made available during walk through evaluation of the building.

**Not included**

- Hazardous material testing or assessment
- Structural Engineering as we do not anticipate any structural modifications as part of this renovation.

**Fee**

Per the Original Agreement dated December 2, 2018:
Design Fee: $45,041.00
Construction Fee: $19,303.00
TOTAL: $64,344.00

Per Amendment dated September 19, 2019:
Design Fee: $66,241.00 (Add of $21,200)
Construction Fee: $19,303.00 (Add of $0.00)
TOTAL: $85,545.00 (Add of $21,201.00)

**$85,545.00**

Our fee for these services shall be a **Lump Sum of $85,545.00** including miscellaneous expenses. The lump sum fee is $66,241.00 including expenses and equipment for the **design** portion of the work (Scope Items 1-4 and 6 above). The lump sum fee is $19,303.00 including expenses and equipment for the optional **construction administration** portion of the work. (Scope Item 5 above)
Should this proposal meet your approval, please contact me and we will prepare a contract for our work. If you have any questions or concerns regarding this proposal, please contact me at 920.380.2806.

We look forward to working with the Kenosha Fire Department on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Trevor M. Frank, AIA, NCARB, PMP, LEED AP
Principal, Sr. Architect