Agenda
Public Works Committee Meeting
625 52nd Street, Room 202
Monday, October 14, 2024
5:30 PM

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

Call to Order
Roll Call
Citizen Comments

Approval of the minutes of the meeting held on September 23, 2024.

1. Request from PUBLIC Brewing Company for Use of 7th Avenue from 57th Street to 58th Street for PUBLIC Block Party on October 26, 2024. (District 2) **Pgs. 1-11**

2. Request from City of Kenosha for Use of City Streets and Alley per Application for Lightin' Up Kenosha with Christmas Tree Lighting on November 29, 2024. (District 2) **Pgs. 12-22**

3. Request from City of Kenosha for Use of Sidewalks in Front of Downtown Businesses for Snow Daze on January 25, 2025. (District 2) **Pgs. 23-31**

4. Request from Nielsen Madsen + Barber for an Exception to Chapter 5.08C.10 and .11 for Martins Apartments at 1426 59th Street (on 58th Street). (District 2) **Pgs. 32-36**

5. Project 24-1326 Lincoln Park Basketball Courts (6900 18th Avenue) Recommendation by Director of Parks to Reject Bids. (District 12) (referred to Parks) **Pg. 37**

6. Acceptance of Project 23-1044 42nd Avenue & 56th Avenue Resurfacing (42nd Ave - Harding Road to Wilson Road & 56th Avenue - 56th Street to 55th Street) which has been satisfactorily completed by A.W. Oakes & Son, Inc (Racine, WI). The final amount of the contract is $275,296.65. (Districts 15 & 16) (referred to SWU) **Pg. 38**

7. Acceptance of Project 24-1019 Joint, Crack Cleaning and Sealing (Various Locations) which has been satisfactorily completed by Denler, Inc. (Joliet, IL). The final amount of the contract is $141,599.80. (All Districts) **Pg. 39**

8. Approval of Plat of Right-of-Way Required for Project 25-1029 22nd Avenue

Reconstruction (50th Street to Washington Rd) Segment 8 (State I.D. 3832-01-01/71). (Districts 7 & 10) **Pgs. 40-44**

9. Property Use Agreement By and Between the City of Kenosha, Wisconsin Through the Board of Public Works and Super Excavators, Inc. (Block C - 5407 8th Avenue, 7th Avenue & 700 55th Street). (District 2) **Pgs. 45-54**

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 23, 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 23, 2024 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson Jack Rose, Vice Chairperson Dominic Ruffalo, Alderpersons Brandi Ferree, Peni Keeling and Bill Siel. Alderperson Anthony Kennedy was excused. The meeting was called to order at 5:30 PM. Staff members in attendance were Brian Cater, Director of Public Works; Curt Czarnecki, General Manager of Water Utility and Alderperson Pizzala.

CITIZEN'S COMMENTS - None

Approval of the minutes of the meeting held on September 9, 2024.
It was moved by Alderperson Siel, seconded Alderperson Ferree to approve. Motion passed 5-0.

1. Property Use Agreement By and Between the City of Kenosha, Wisconsin and Amalia (Maya) Salinas for a Vintage Car Display on October 5, 2024. (District 2)
   Public Hearing: Maya Salinas, 5710 4th Avenue, spoke. John Fox, 4803 7th Avenue spoke.
   It was moved by Alderperson Siel, seconded Alderperson Ferree to approve. Motion passed 5-0.

2. Access Agreement By and Between VM Investors, LLC and the City of Kenosha, Wisconsin. (District 8)
   It was moved by Alderperson Siel, seconded by Alderperson Keeling to amend the agreement to correct the first sentence under Recitals to read 7500 Block of 40th Avenue. Motion passed 5-0. It was then moved by Alderperson Ruffalo, seconded by Alderperson Keeling to approve as amended. Motion passed 5-0.

3. Indemnity and Hold Harmless Agreement Between the City of Kenosha, Wisconsin and Kenosha Downtown Block I, LLC. (District 2)
   It was moved by Alderperson Siel, seconded by Alderperson Ruffalo to approve. Motion passed 5-0.

4. Award of Contract for Project 24-1010 Epoxy Pavement Markings (Various Locations) to Century Traffic, LLC (Pewaukee, WI) in the amount of $250,000. (Various Districts)
   It was moved by Alderperson Siel, seconded by Alderperson Keeling to approve. Motion passed 5-0.

5. SiFi Update.
   Brian read an update from Jean Miller.
   It was moved by Alderperson Ruffalo, seconded by Alderperson Keeling to receive and file. Motion passed 5-0.

A motion was made to reopen citizen comments by Alderperson Siel, seconded by Alderperson Ruffalo. Motion passed 5-0.
Alderperson Rollin Pizzala, 5303 43rd Avenue, commented on SiFi in his district.
It was moved by Alderperson Ruffalo, seconded by Alderperson Siel to close citizen comments. Motion passed 5-0.

6. CIP Project Status Update.
Brian gave an update and answered questions.
It was moved by Alderperson Siel, 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 Ruffalo, seconded by Alderperson Siel and unanimously approved to adjourn the meeting at 6:03 PM.

THE CITY OF KENOSHA
CHART A BETTER COURSE

DEPARTMENT OF PARKS

October 8, 2024

TO: Jack Rose, Chairperson of Public Works Committee (District 15)

CC: Alderperson Siel (District 2)
Kris Kochman, Community Relations Liaison

FROM: Brian Cater, P.E.
Director of Public Works

RE: Public Works Committee: Request from PUBLIC Brewing Company for use of 7th Avenue from 57th Street to 58th Street on October 26, 2024 to hold the PUBLIC Block Party. (District 2)

BACKGROUND/ANALYSIS

PUBLIC Brewing Company is requesting from the Public Works Committee the use of 7th Avenue from 57th Street to 58th Street on October 26, 2024 to:

a. Hold the PUBLIC Block Party
b. Have set up on October 25, 2024 from 6PM
c. Have takedown after the event
d. Hold the event beginning at 11AM
e. Close 7th Avenue from 57th Street to 58th Street on October 26, 2024 of event in accordance with Fire Department restrictions
f. Have Food and Merchandise Vendors
g. Have Temporary Structures (Tents & Staging)
h. Have Games
i. Have Public Entertainment
j. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]

Event hours will be 11AM - 10PM. Setup will take place beginning at 6PM on October 25, 2024 (except for road closures) and take down is scheduled following the completion of the event. ***Road closure would be in place on October 26, 2024 only during event hours through take down.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks and Public Works Department.

The event description: “Fall/Halloween themed block party.”

CONDITIONS OF APPROVAL

If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.

1. Approved Operation of the following activities:
   a. Have Food and Merchandise Vendors
   b. Have Temporary Structures (Tents & Staging)
   c. Have Games
   d. Have Public Entertainment
   e. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]
2. Closure of 7th Avenue from 57th Street to 58th Street must be closed adhering to all restrictions in accordance with Kenosha Fire Department requirements which include, but are not limited to, maintaining a minimum of 12 feet access at all times, no structures other than tents are allowed in the roadway for this event, and all items placed in the roadway must be easily moved if Emergency personnel are required.
   a. Submit a copy of the notification to all affected properties to Kris Kochman a minimum of 7-days prior to the event.
   b. Traffic control must be set up in accordance with the attached traffic control plan and upon completion of the event returned back to lawn park areas or locations that the City left them for use.
   c. A sample of the "NO PARKING" sign will be supplied along with a color sample. The applicant is responsible for having the signs printed, supplying the lath for posting and placing the signs along sections as depicted on the attached map. These signs must be posted, by the event organizer, at least 24 hours before each event. Applicants are responsible for their removal upon completion of the event.
   d. No vendors and/or tents will be allowed in the roadway. All vendors and/or tents must be within the parcel(s) and sidewalks shall remain open during the event.
3. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health.
   a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
   b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
4. Applicants must apply and obtain an Offsite Brewery approval from the State of Wisconsin. A copy must be supplied to Kris Kochman a minimum of 7-days prior to the event.
5. Per WI State Statute 182.0175, the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
6. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
   a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules (Code of General Ordinances 5.119 (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
7. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
   a. Applicants will be responsible for any damage caused to City property as a result of this event.
8. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
9. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chalks. All spray paints and spray chalks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lathe or similar posts or the use of dry stick sidewalk-type chalks only. There will be no exceptions allowed for weather-related reasons or other.
10. The Applicant must:
    a. Supervise all persons using the location under authority of the Special event permit.
    b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
       i. Event is subject to the annual fee table upon approval by Committee(s)
    c. Procure any license or other permits required for this activity.

CONDITIONS OF APPROVAL

If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.

d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
e. Provide private security for traffic issues, parking and/or crowd control.

11. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.
12. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
13. Compliance with applicable Federal, State, County and City laws, rules and regulations including licensing conditions and operational requirements contained within Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 13.03, 13.035, and 14.025.

PUBLIC Block Party - 10/26/2024

Public Works - Engineering Division: 262.653.4050

20240916 MGT - G:\PWENG\GIS\Public Works\Events\Residential, Short-Term, Temporary Street Closures\Design\Events Working Map (Pro).aprx

THE CITY OF KENOSHA
CHART A BETTER COURSE

RECEIVED
SEP 10 2024
By

Application for a Special Event Permit*
Form #ADM400 (rev. 05/2024)
***Subject to Change**

☑ **Nonrefundable Fee: $100 if submitted 45 days or more before an event**
☐ **Nonrefundable Fee: $500 if submitted 30-45 days before an event**
Applications for an event less than 30 days away will not be considered
☐ **Fee waived by ordinance**

Before completing this application, carefully read the Special Event Planning Guide found at www.kenosha.org

Event Name: PUBLIC Block Party

Event Date(s) Requested: 10/26/2024 **Rain Date(s):** NA

A. Event Organization

1. Organization's Name: PUBLIC Brewing Company
2. Does this organization hold not-for-profit status? ☑ No ☐ Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). *Required to receive non-profit rate for equipment rental.*
3. Organization's Address: 628 58th St City: Kenosha State: WI Zip: 53140
4. Contact Person: Ryan Wildenberg
5. Contact Phone: 262-652-2739 Contact Email: ryan@publicbrewingcompany.com

B. Event Location

1. Location (check all that apply):

☑ City Street ☐ City Sidewalk ☐ City Park ☐ City-Owned Building*
☐ City Owned Parcels ☐ Water Utility Property ☐ Airport Property ☐ Transit Property

Name & Address of the park, and any building* (includes shelter, concession area, bandshell, etc.):

2. Does the event require any streets to be closed? ☑ Yes ☐ No

Name of street: 7th Ave From: 57th To: 58th

3. Type of street use requiring closure: ☐ Parade ☐ Run or Walk ☑ Other: Block Party
4. Attach a scaled site plan of the event location and include the following if applicable: ☑ Site Plan Attached

☐ Fences ☑ Entrances/Exits ☐ Volunteer Check-in
☐ Beer Garden ☑ Staging Areas ☑ Vendor locations
☑ Waste Containers ☑ Portable Toilets ☐ Routes & Traffic Lanes (including barricades)
☑ Stages ☐ Signage ☐ Parking (including handicapped spaces)
☑ Temporary Structures (tents, trailers, etc.) ☐ Street parking restrictions

C. Event Operation Plan & Details

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
10/25/2024	10/26/2024			10/26/2024
SET-UP TIME	**DAY 1 START & END TIMES**	**DAY 2 START & END TIMES**	**DAY 3 START & END TIMES**	**TEAR-DOWN TIME**
6 pm	11a-10pm			11:59pm

2. Estimated Number of Attendees Per Day: 500

3. Event Description (provide a brief description of the event; attach additional pages if needed):

Fall/Halloween themed block party

4. Indicate if the event will have any of the following (check all that apply):

- [x] Food Vendors
- [x] Merchandise Vendors
- [ ] Artwork Displays/Sales
- [ ] Signage
- [ ] Animal Rides
- [ ] Petting Zoo
- [ ] Rides
- [ ] Announcements/Speeches
- [ ] Fireworks*
- [ ] Bonfire*
- [ ] Pyrotechnic Devices*
- [ ] Horse Drawn Vehicles**
- [ ] Carnival
- [ ] Circus
- [x] Games
- [x] Public Entertainment
- [ ] Other:_____
- [ ] Sports tournament (list type: softball, hardball, rugby, etc.):_____
- [ ] Band
- [ ] DJ
- [ ] Theatre

*If approved by the Parks Commission, an Open Burning/Fireworks Permit may be obtained a minimum of fourteen (14) business days before the event. For details, contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109.
**The event must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will beer and/or wine be served or sold at the event? [x] Yes [ ] No (If no, skip to section E.)
   Event staff or security will check identification and issue wristbands to anyone age 21 and older who wishes to purchase beer or wine.
2. Name of organization applying for the Temporary Class "B" Retailer's License: PUBLIC's Brewery License
   Contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing cityclerk@kenosha.org a minimum of 30 days prior to the event to obtain a Temporary Class "B"/"Class B" Retailer's License.
3. Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales
Start Time 11am	Start Time	Start Time
End time 9pm	End time	End time

E. Food/Merchandise

1. Will food be sold or served at your event? ☑ Sold ☑ Served ☐ No Food

   Contact the Kenosha County Health Department at 262-605-6591 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Lorma Wendt at lorma.wendt@kenoshacounty.org for information on the safe handling of food and beverages.

   Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.

2. Will vendors sell merchandise at the event? ☑ Yes ☐ No

   - If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department.

F. Equipment Rental

1. Will the event need: Electricity ☐ Yes ☑ No Water ☐ Yes ☑ No

Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.

2. Indicate requests for any of the following City-provided rental equipment (check all that apply).
Supplies are limited and granted upon availability.

☐	Bleachers	# requested _____	☐	Benches	# requested _____
☑	Barricades	# requested 10	☑	Picnic Tables	# requested 30
☑	Trash Carts	# requested 8	☐	Traffic Cones	# requested _____
☐	Recycling Carts	# requested _____	☐	Traffic Signs	# requested _____
☐	Showmobile (2 available)	# requested _____	☐	Generator (1 available and only with Showmobile)	
☐	Reviewing Stands	# requested _____			
☐	Fencing				

How many 50 foot sections of *snow* fencing? _____ How many 6 foot sections of *white plastic portable* fencing? _____

G. Temporary Structures

1. Will the event have any temporary structures or signage? ☑ Yes ☐ No (If no, skip to section H.)
   Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.

2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)?
   ☑ Tents *(larger than 10x10 pop up)* ☐ Inflatables ☑ Staging ☐ Trailers ☐ Dunk Tank ☐ Signage*
   ☐ Portable restrooms/ handwash stations ☐ Other (Please Explain): _____

*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.

3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event. ☑ Yes MJG Initial
*****VERY IMPORTANT*****
WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location. *There are no exceptions.*

H. Security

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: We will staff the entry/exit points to be sure no alcohol leaves/enters the grounds
2. Is approval for overnight security requested for the event? ☐ Yes ☐ No
3. Will the event have private security? ☐ Yes ☑ No
4. Will private security at the event be armed? ☐ Yes ☑ No
5. Private Security Company Name: _____ Phone #: _____
6. Are the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216)
   ☐ Yes ☑ No
7. One member of the organization's security personnel or the organization's contact person must be designated "Head of Security" who can be reached at any time.

   Name of Designated Head of Security: Matt (First) J (M.I.) Geary (Last)

   Head of Security's Phone Number: 262-818-4460

***REQUIRED: Detailed security and operational plan:**
☐ Attached ☑ Will be submitted a minimum of 14 business days before the event.

I. Insurance

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

a. Commercial General Liability:
   General Aggregate - Two Million Dollars ($2,000,000.00)
   Each Occurrence - One Million Dollars ($1,000,000.00)

b. Automobile Liability: (When required as a permit condition)
   Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars ($1,000,000.00).

c. Liquor Liability Coverage (When alcohol is approved for the Special Event)
   General Aggregate - One Million Dollars ($1,000,000.00)
   Each Occurrence - One Million Dollars ($1,000,000.00)

d. Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)
   Two Million Dollars ($2,000,000.00) per person
   Two Million Dollars ($2,000,000.00) aggregate

e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed $5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

Certificate of Liability Insurance:
☐ Attached ☑ Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent on behalf of the event organization.

J. **Hold Harmless**

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

a)

- **I understand the filing of this application does not ensure the issuance of this licenses.**
- **I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.**
- **I further understand that an incomplete application may cause a delay in processing or a denial of the event.**
- **I have reviewed the Code of General Ordinance Chapter 12.06 "Special Event Permit"**

Print Name of Authorized Agent: REX KELLY

Signature: _____ Date: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

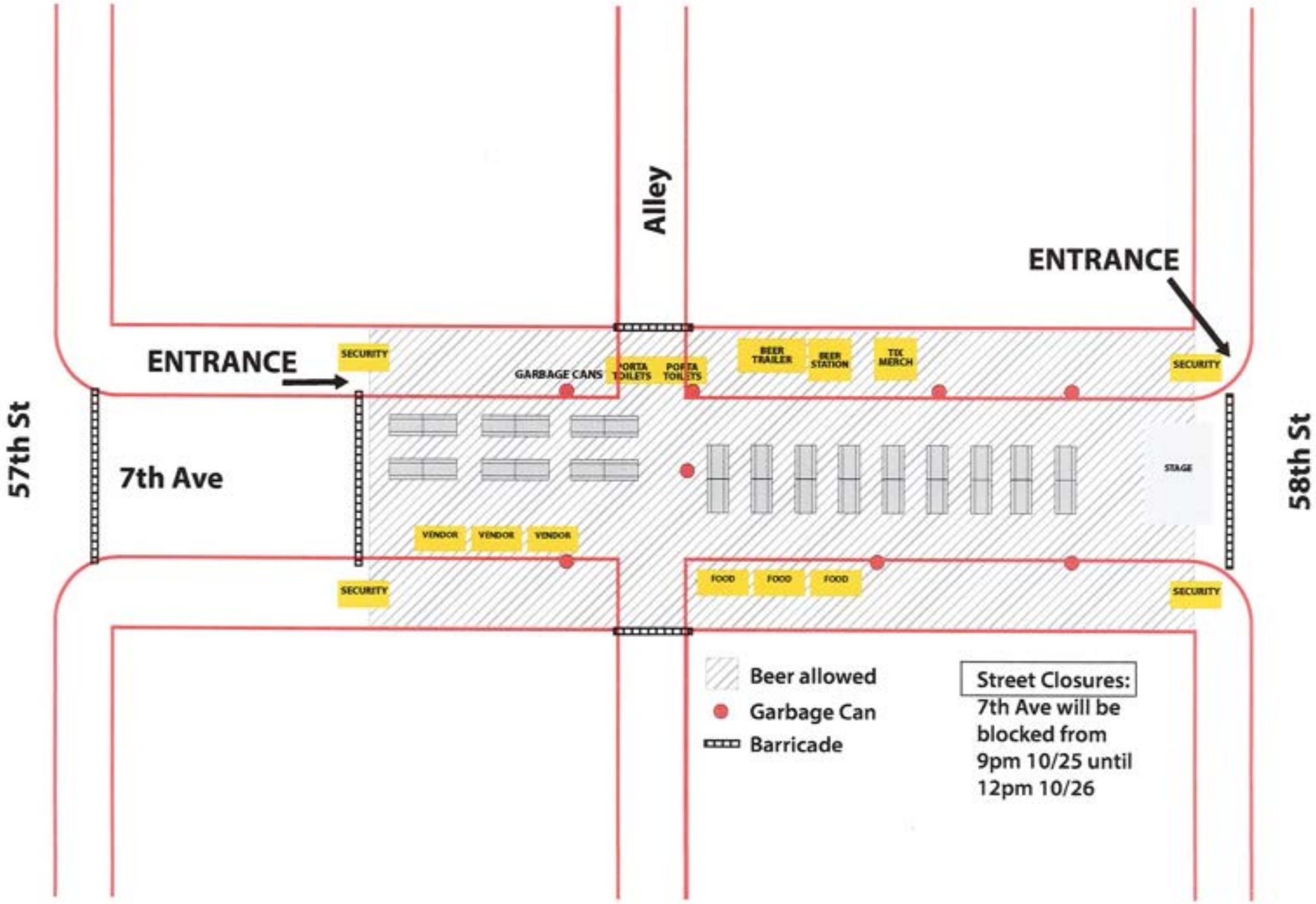
SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

REX KELLY
Authorized Agent of Special Event Organizer

Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

_____
Applicant Signature Date

Please sign, date and return the completed application to:
City of Kenosha Administration
625 - 52nd Street
Room 300
Kenosha, WI 53140


Alley
ENTRANCE
ENTRANCE
SECURITY
GARBAGE CANS
PORTA TOILETS
PORTA TOILETS
BEER TRAILER
BEER STATION
TIX MERCH
SECURITY
57th St
7th Ave
STAGE
58th St
VENDOR
VENDOR
VENDOR
SECURITY
FOOD
FOOD
FOOD
SECURITY
Beer allowed
Garbage Can
Barricade
Street Closures:
7th Ave will be blocked from 9pm 10/25 until 12pm 10/26

CITY OF KENOSHA
GENERAL RECEIPT
C O P Y

RECEIPT NO.: 200299
RECEIPT DATE: 09/10/24
RECEIPT NAME: PUBLIC BREWING CO
ADDRESS: 628 58TH ST

KENOSHA, WI 53140

PUBLIC BLOCK PARTY
ON 10/26/24

DESCRIPTION/ACCT NUMBER	AMOUNT
SPECIAL EVENT APPLIC	
110-00-44605-000-000	100.00
DUE:	100.00
CREDIT:	100.00
CHANGE:	

RECEIVED BY: PJESSICA

#

THE CITY OF KENOSHA
CHART A BETTER COURSE

DEPARTMENT OF PARKS

October 8, 2024

TO: Eric Haugaard, Chairperson of Park Commission (District 1)
Jack Rose, Chairperson of Public Works Committee (District 15)

CC: Alderperson Siel (District 2)
Kris Kochman, Community Relations Liaison

FROM: Katie Elder, CPRP, Director of Parks
Brian Cater, P.E., Director of Public Works

RE: Park Commission: Request from City of Kenosha for use of Veterans Memorial Park, Friendship Park and Navy Park on November 29, 2024 to hold the Lightin' Up Kenosha with Christmas Tree Lighting. (District 2)

Public Works Committee: Request from City of Kenosha for use of City Streets and Alley per application on November 29, 2024 to hold the Lightin' Up Kenosha with Christmas Tree Lighting. (District 2)

BACKGROUND/ANALYSIS

City of Kenosha is requesting from the Board of Park Commission the use of Veterans Memorial Park, Friendship Park and Navy Park on November 29, 2024 to:
and from the Public Works Committee the use of City Streets and Alley per application on November 29, 2024 to:

a. Hold the Lightin' Up Kenosha with Christmas Tree Lighting
b. Have set up on November 26, 2024 from 8AM
c. Have takedown on December 1, 2024 from 8AM
d. Hold the event beginning at 3PM
e. Close 6th Avenue from 52nd Street to 54th Street, Alley north of 59th Street from 7th Avenue to 6th Avenue and 7th Avenue from 58th Street to 59th Street on November 29, 2024 in accordance with Fire Department restrictions
f. Have Food and Merchandise Vendors
g. Have Temporary Signage and Structures (Tents, & Portable Restrooms)
h. Have Amplified Sound (Announcements/Speeches)
i. Have Games
j. Have Public Entertainment (Band, DJ)

Event hours will be 3PM - 9PM. Setup will take place beginning at 8AM on November 26, 2024 (except for road closures) and take down is scheduled for December 1, 2024 at 8AM. ***Road closure would be in place on November 29, 2024 only during event hours.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks and Public Works Department.

The event description: "City Christmas tree lighting program at Veterans Memorial Park beginning at 3:30PM. Additional entertainment and festivities throughout downtown ."

CONDITIONS OF APPROVAL

If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.

1. Approved Operation of the following activities:
   a. Have Food and Merchandise Vendors
   b. Have Temporary Signage and Structures (Tents & Portable Restrooms)
   c. Have Amplified Sound (Announcements/Speeches)
   d. Have Games
   e. Have Public Entertainment (Band, DJ)
   f. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]
2. Closure of 6th Avenue from 52nd Street to 54th Street, Alley north of 59th Street from 7th Avenue to 6th Avenue and 7th Avenue from 58th Street to 59th Street must be closed adhering to all restrictions in accordance with Kenosha Fire Department requirements which include, but are not limited to, maintaining a minimum of 12 feet access at all times, no structures other than tents are allowed in the roadway for this event, and all items placed in the roadway must be easily moved if Emergency personnel are required.
   a. Submit a copy of the notification to all affected properties to Kris Kochman a minimum of 7-days prior to the event.
   b. Traffic control must be set up in accordance with the attached traffic control plan and upon completion of the event returned back to lawn park areas or locations that the City left them for use.
   c. A sample of the "NO PARKING" sign will be supplied along with a color sample. The applicant is responsible for having the signs printed, supplying the lath for posting and placing the signs along sections as depicted on the attached map. These signs must be posted, by the event organizer, at least 24 hours before each event. Applicants are responsible for their removal upon completion of the event.
   d. No vendors and/or tents will be allowed in the roadway. All vendors and/or tents must be within the parcel(s) and sidewalks shall remain open during the event.
3. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health.
   a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
   b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
4. All signage must comply with Chapter 15 of the Code of General Ordinances.
5. Per WI State Statute 182.0175, the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
6. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
   a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules (Code of General Ordinances 5.119 (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
7. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
   a. Applicants will be responsible for any damage caused to City property as a result of this event.
8. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
9. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chalks. All spray paints and spray chalks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lathe or similar posts or the use of dry stick sidewalk-type chalks only. There will be no exceptions allowed for weather-related reasons or other.
10. The Applicant must:
    a. Supervise all persons using the location under authority of the Special event permit.
    b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
       i. Event is subject to the annual fee table upon approval by Committee(s)

CONDITIONS OF APPROVAL

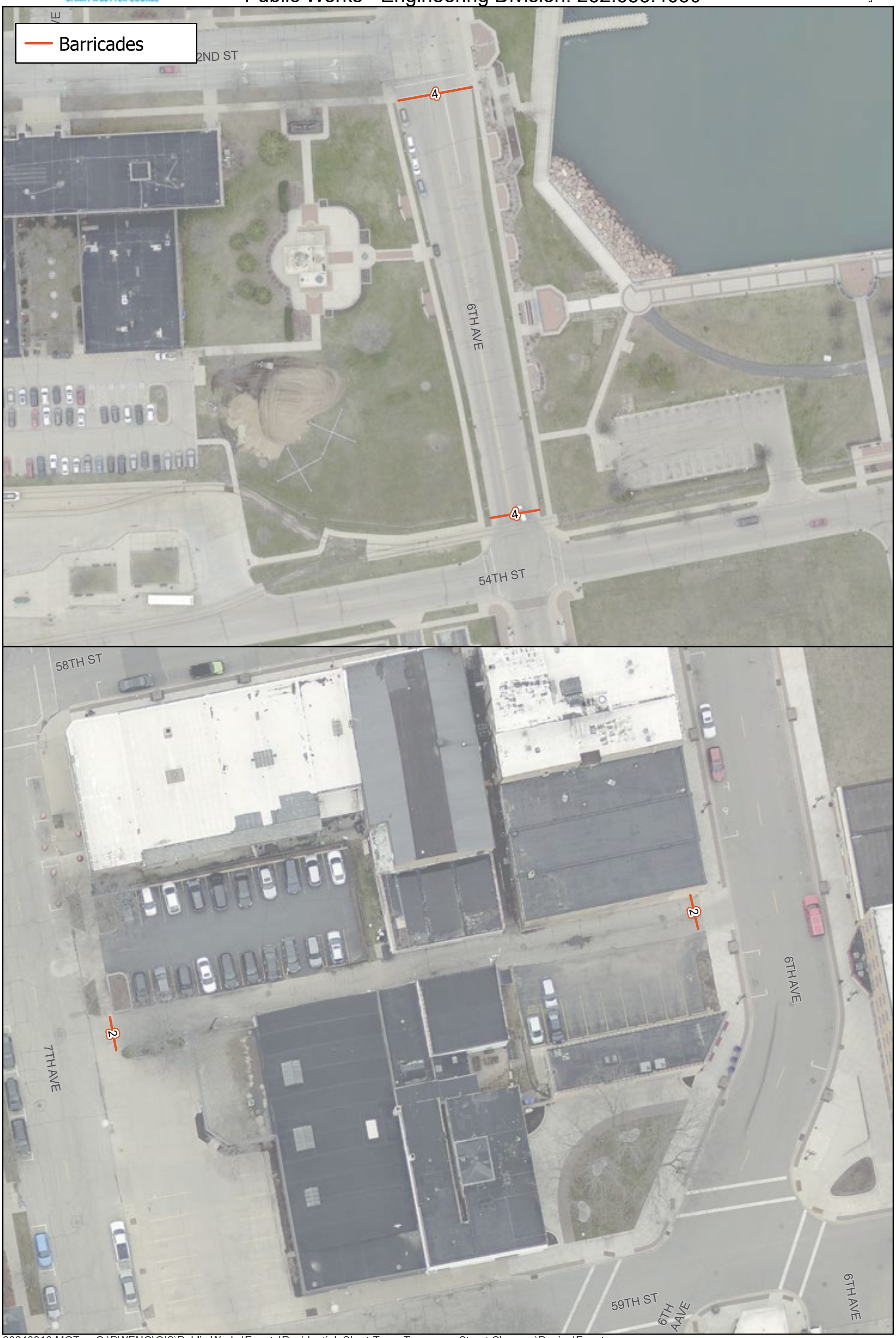
If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.

c. Procure any license or other permits required for this activity.
d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
e. Provide private security for traffic issues, parking and/or crowd control.

11. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.
12. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
13. Compliance with applicable Federal, State, County and City laws, rules and regulations including licensing conditions and operational requirements contained within Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 13.03, 13.035, and 14.025.

Lightin' Up Kenosha with Christmas Tree Lighting

Public Works - Engineering Division: 262.653.4050



20240916 MGT - G:\PWENG\GIS\Public Works\Events\Residential, Short-Term, Temporary Street Closures\Design\Events

THE CITY OF KENOSHA
CHART A BETTER COURSE

RECEIVED
SEP 13 2024
By

Application for a Special Event Permit*
Form #ADM400 (rev. 05/2024)
*Subject to Change

☐ Nonrefundable Fee: $100 if submitted 45 days or more before an event
☐ Nonrefundable Fee: $500 if submitted 30-45 days before an event
Applications for an event less than 30 days away will not be considered
☑ Fee waived by ordinance

Before completing this application, carefully read the Special Event Planning Guide found at www.kenosha.org

Event Name: Lightin' Up Kenosha with Christmas Tree Lighting

Event Date(s) Requested: Nov. 29, 2024 **Rain Date(s):** _____

A. Event Organization

1. Organization's Name: City of Kenosha
2. Does this organization hold not-for-profit status? ☐ No ☑ Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). *Required to receive non-profit rate for equipment rental.*
3. Organization's Address: 625 52nd St., rm300 City: Kenosha State: WI Zip: 53140
4. Contact Person: Kris Kochman
5. Contact Phone: 262-653-4177 Contact Email: kkochman@kenosha.org

B. Event Location

1. Location (check all that apply):

☑ City Street ☐ City Sidewalk ☑ City Park ☐ City-Owned Building*
☑ City Owned Parcels ☐ Water Utility Property ☐ Airport Property ☐ Transit Property

Name & Address of the park, and any building* (includes shelter, concession area, bandshell, etc.):
Veterans Memorial Park, Friendship Park and additional sites on attached map

2. Does the event require any streets to be closed? ☒ Yes ☐ No (1) 6th Ave. between 52 & 54 St. +
(2) Name of street: Alley From: 7th Ave To: 6th Ave N of 59th St.
3. Type of street use requiring closure: ☐ Parade ☐ Run or Walk ☒ Other: (3) 7th Ave. from 58-59 St.
4. Attach a scaled site plan of the event location and include the following if applicable: ☑ Site Plan Attached

☐ Fences ☐ Entrances/Exits ☐ Volunteer Check-in
☐ Beer Garden ☐ Staging Areas ☑ Vendor locations
☑ Waste Containers ☑ Portable Toilets ☐ Routes & Traffic Lanes (including barricades)
☑ Stages ☑ Signage ☐ Parking (including handicapped spaces)
☑ Temporary Structures (tents, trailers, etc.) ☐ Street parking restrictions

C. Event Operation Plan & Details

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
Nov. 26, 2024	Nov. 29, 2024			Dec. 1, 2024
SET-UP TIME	**DAY 1 START & END TIMES**	**DAY 2 START & END TIMES**	**DAY 3 START & END TIMES**	**TEAR-DOWN TIME**
8am	3-9 pm			8 a.m

2. Estimated Number of Attendees Per Day: 2,000

3. Event Description (provide a brief description of the event; attach additional pages if needed):

City Christmas tree lighting program at Veterans Memorial Park beginning at 3:30 p.m.
Additional entertainment and festivities throughout downtown.

4. Indicate if the event will have any of the following (check all that apply):

- [x] Food Vendors
- [x] Merchandise Vendors
- [ ] Artwork Displays/Sales
- [x] Signage
- [ ] Animal Rides
- [ ] Petting Zoo
- [ ] Rides
- [x] Announcements/Speeches
- [ ] Fireworks*
- [ ] Bonfire*
- [ ] Pyrotechnic Devices*
- [ ] Horse Drawn Vehicles**
- [ ] Carnival
- [ ] Circus
- [x] Games
- [x] Public Entertainment
- [ ] Other:_____
- [ ] Sports tournament (list type: softball, hardball, rugby, etc.):_____
- [x] Band
- [x] DJ
- [ ] Theatre

*If approved by the Parks Commission, an Open Burning/Fireworks Permit may be obtained a minimum of fourteen (14) business days before the event. For details, contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109.
**The event must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will beer and/or wine be served or sold at the event? [ ] Yes [x] No (If no, skip to section E.)
   Event staff or security will check identification and issue wristbands to anyone age 21 and older who wishes to purchase beer or wine.

2. Name of organization applying for the Temporary Class "B" Retailer's License:_____
   Contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing cityclerk@kenosha.org a minimum of 30 days prior to the event to obtain a Temporary Class "B"/"Class B" Retailer's License.

3. Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales
Start Time	Start Time	Start Time
End time	End time	End time

E. Food/Merchandise

1. Will food be sold or served at your event? ☑ Sold ☐ Served ☐ No Food

Contact the Kenosha County Health Department at 262-605-6591 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Lorma Wendt at lorma.wendt@kenoshacounty.org for information on the safe handling of food and beverages.

Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.

2. Will vendors sell merchandise at the event? ☑ Yes ☐ No

- If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department.

F. Equipment Rental

1. Will the event need: Electricity ☑ Yes ☐ No Water ☐ Yes ☑ No

Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.

2. Indicate requests for any of the following City-provided rental equipment (check all that apply).
Supplies are limited and granted upon availability.

☐ Bleachers	# requested _____	☑ Benches @ Veterans	# requested 40
☐ Barricades	# requested _____	☑ Picnic Tables @ Herzing	# requested 4
☑ Trash Carts Veterans	# requested 10	☐ Traffic Cones	# requested _____
☑ Recycling Carts	# requested 5	☐ Traffic Signs	# requested _____
☑ Showmobile (2 available)	# requested 1	☐ Generator (1 available and only with Showmobile)	
☐ Reviewing Stands	# requested _____		
☐ Fencing			

How many 50 foot sections of *snow* fencing? _____ How many 6 foot sections of *white plastic portable* fencing? _____

G. Temporary Structures

1. Will the event have any temporary structures or signage? ☑ Yes ☐ No (If no, skip to section H.)
Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.

2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)?
☑ Tents *(larger than 10x10 pop up)* ☐ Inflatables ☐ Staging ☐ Trailers ☐ Dunk Tank ☑ Signage*
☑ Portable restrooms/ handwash stations ☐ Other (Please Explain): _____

*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.

3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event. ☑ Yes KK Initial
*****VERY IMPORTANT*****
WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location. *There are no exceptions.*

H. Security

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: City staff will be on site to address any issues
2. Is approval for overnight security requested for the event? ☐ Yes ☑ No
3. Will the event have private security? ☐ Yes ☑ No
4. Will private security at the event be armed? ☐ Yes ☑ No
5. Private Security Company Name: _____ Phone #: _____
6. Are the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216)
   ☐ Yes ☑ No
7. One member of the organization's security personnel or the organization's contact person must be designated "Head of Security" who can be reached at any time.

   Name of Designated Head of Security: Kris Kochman
   First M.I. Last
   Head of Security's Phone Number: 262-771-5169

***REQUIRED: Detailed security and operational plan:**
☐ Attached ☑ Will be submitted a minimum of 14 business days before the event.

I. Insurance

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

a. Commercial General Liability:
   General Aggregate - Two Million Dollars ($2,000,000.00)
   Each Occurrence - One Million Dollars ($1,000,000.00)

b. Automobile Liability: (When required as a permit condition)
   Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars ($1,000,000.00).

c. Liquor Liability Coverage (When alcohol is approved for the Special Event)
   General Aggregate - One Million Dollars ($1,000,000.00)
   Each Occurrence - One Million Dollars ($1,000,000.00)

d. Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)
   Two Million Dollars ($2,000,000.00) per person
   Two Million Dollars ($2,000,000.00) aggregate

e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed $5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

Certificate of Liability Insurance:
☐ Attached ☐ Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent on behalf of the event organization.

J. Hold Harmless

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

a)

- **I understand the filing of this application does not ensure the issuance of this licenses.**
- **I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.**
- **I further understand that an incomplete application may cause a delay in processing or a denial of the event.**
- **I have reviewed the Code of General Ordinance Chapter 12.06 "Special Event Permit"**

Print Name of Authorized Agent: Kris Kochman

Signature: Kris Kochman Date: 8-29-2024

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

Kris Kochman

Authorized Agent of Special Event Organizer

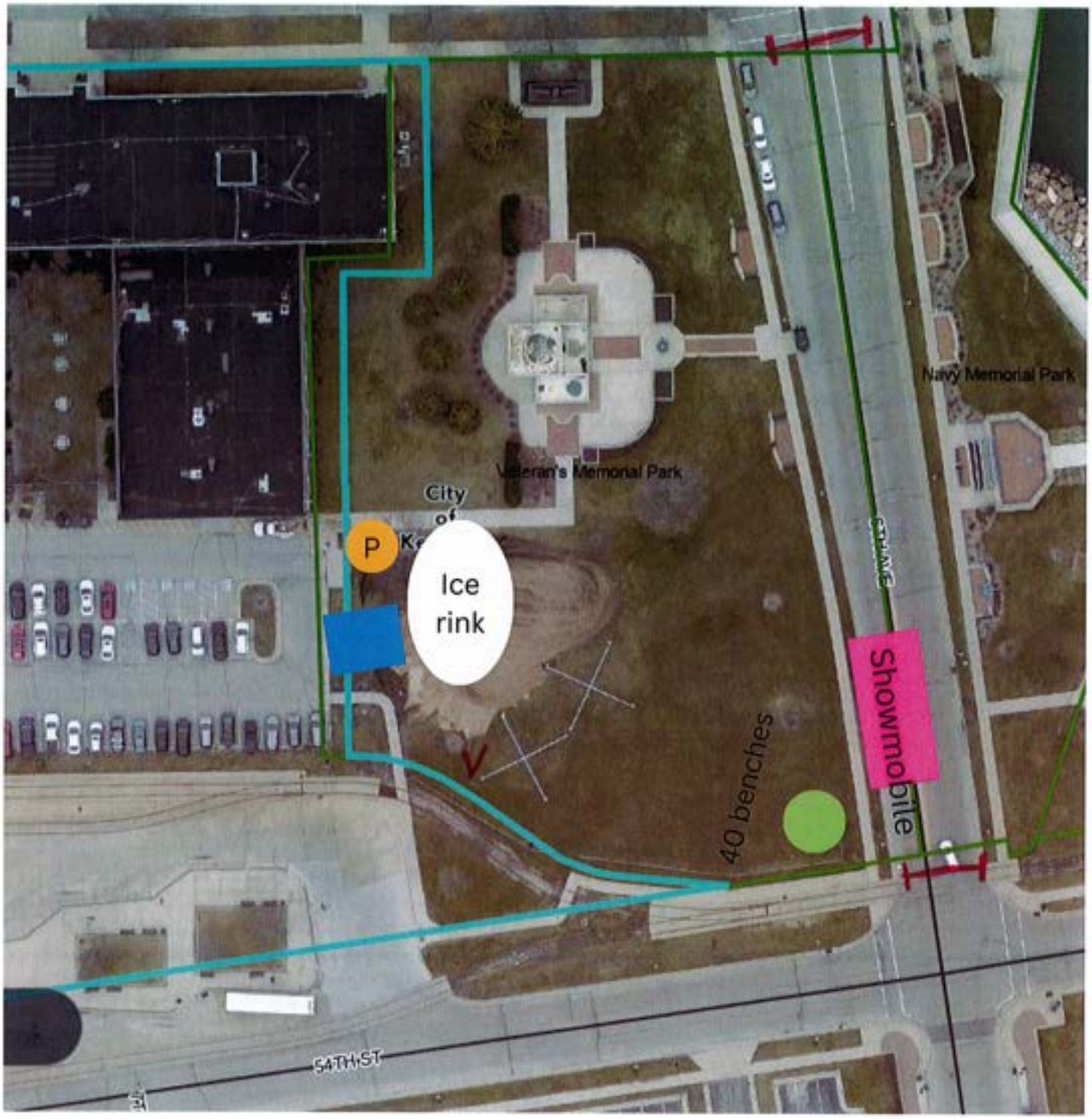
Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

Kris Kochman 8-29-2024

Applicant Signature Date

Please sign, date and return the completed application to:
City of Kenosha Administration
625 - 52nd Street
Room 300
Kenosha, WI 53140

City Tree Lighting Nov. 29, 2024
Veterans Memorial Park



P = portalet

Skate hut

V= food vendor

barricades

Lightin' Up Nov. 29, 2024 Friendship Park and vicinity

Christmas tree

V Food Vendor

P Picnic Tables

Strings of lights

barricades for alley closure

THE CITY OF KENOSHA
CHART A BETTER COURSE

DEPARTMENT OF PARKS

October 8, 2024

TO: Eric Haugaard, Chairperson of Park Commission (District 1)
Jack Rose, Chairperson of Public Works Committee (District 15)

CC: Alderperson Siel (District 2)
Kris Kochman, Community Relations Liaison

FROM: Katie Elder, CPRP, Director of Parks
Brian Cater, P.E., Director of Public Works

RE: Park Commission: Request from City of Kenosha for use of Veterans Memorial Park and Friendship Park on January 25, 2025 (Rain Date: February 2, 2025) to hold the Snow Daze Festival. (District 2)

Public Works Committee: Request from City of Kenosha for use of city sidewalks in front of downtown businesses on January 25, 2025 (Rain Date: February 2, 2025) to hold the Snow Daze Festival. (District 2)

BACKGROUND/ANALYSIS

City of Kenosha is requesting from the Board of Park Commission the use of Veterans Memorial Park and Friendship Park on January 25, 2025 (Rain Date: February 2, 2025) to:
and from the Public Works Committee the use of city sidewalks in front of downtown businesses on January 25, 2025 (Rain Date: February 2, 2025) to:

a. Hold the Snow Daze Festival
b. Have set up on January 24, 2025 from 8AM
c. Have takedown on January 27, 2025 from 8AM
d. Hold the event beginning at 1PM
e. Have Food Vendors
f. Have Temporary Signage and Structures (Tents & Portable Restrooms)
g. Have Games
h. Have Public Entertainment (DJ)

Event hours will be 1PM - 3PM. Setup will take place beginning at 8AM on January 24, 2025 and take down is scheduled for January 27, 2025 at 8AM.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks.

The event description: “Ice carving demo and DJ at Veterans Park, games and food vendors and both parks.”

CONDITIONS OF APPROVAL

If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.

1. Approved Operation of the following activities:
   a. Have Food Vendors
   b. Have Temporary Signage and Structures (Tents & Portable Restrooms)
   c. Have Games
   d. Have Public Entertainment (DJ)
   e. Have a Sports Tournament (LIST TYPE)
2. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health.
   a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
   b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
3. All signage must comply with Chapter 15 of the Code of General Ordinances.
4. Per WI State Statute 182.0175, the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
5. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
   a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules (Code of General Ordinances 5.119 (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
6. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
   a. Applicants will be responsible for any damage caused to City property as a result of this event.
7. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
8. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chalks. All spray paints and spray chalks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lathe or similar posts or the use of dry stick sidewalk-type chalks only. There will be no exceptions allowed for weather-related reasons or other.
9. The Applicant must:
   a. Supervise all persons using the location under authority of the Special event permit.
   b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
      i. Event is subject to the annual fee table upon approval by Committee(s)
   c. Procure any license or other permits required for this activity.
   d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
   e. Provide private security for traffic issues, parking and/or crowd control.
10. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.
11. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
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THE CITY OF KENOSHA
CHART A BETTER COURSE

RECEIVED OCT 03 2024 By

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Applications for an event less than 30 days away will not be considered
☑ **Fee waived by ordinance**

Before completing this application, carefully read the Special Event Planning Guide found at www.kenosha.org

Event Name: Snow Daze

Event Date(s) Requested: Jan. 25, 2025 **Rain Date(s):** Feb. 2, 2025

A. Event Organization

1. Organization's Name: City of Kenosha
2. Does this organization hold not-for-profit status? ☐ No ☑ Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). *Required to receive non-profit rate for equipment rental.*
3. Organization's Address: 625 52nd St., Room 300 City: Kenosha State: WI Zip: 53140
4. Contact Person: Kris Kochman
5. Contact Phone: 262-653-4177 Contact Email: kkochman@kenosha.org

B. Event Location

1. Location (check all that apply):

☐ City Street ☑ City Sidewalk ☑ City Park ☐ City-Owned Building*
☐ City Owned Parcels ☐ Water Utility Property ☐ Airport Property ☐ Transit Property

Name & Address of the park, and any building* (includes shelter, concession area, bandshell, etc.):
Veterans Memorial Park, Friendship Park and displays in front of businesses on sidewalks downtown.

2. Does the event require any streets to be closed? ☐ Yes ☑ No

Name of street:_____ From:_____ To:_____

3. Type of street use requiring closure: ☐ Parade ☐ Run or Walk ☐ Other:_____
4. Attach a scaled site plan of the event location and include the following if applicable: ☑ Site Plan Attached

☐ Fences ☐ Entrances/Exits ☐ Volunteer Check-in
☐ Beer Garden ☐ Staging Areas ☑ Vendor locations
☑ Waste Containers ☑ Portable Toilets ☐ Routes & Traffic Lanes (including barricades)
☐ Stages ☐ Signage ☐ Parking (including handicapped spaces)
☐ Temporary Structures (tents, trailers, etc.) ☐ Street parking restrictions

C. Event Operation Plan & Details

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
Jan. 24	Jan. 25			Jan. 27
SET-UP TIME	**DAY 1 START & END TIMES**	**DAY 2 START & END TIMES**	**DAY 3 START & END TIMES**	**TEAR-DOWN TIME**
8 a.m.	6 am. setup/ 1-3 pm event			8 a.m.

2. Estimated Number of Attendees Per Day: 1,000

3. Event Description (provide a brief description of the event; attach additional pages if needed):

Ice carving demo and DJ at Veterans Park, games and food vendors at both parks

4. Indicate if the event will have any of the following (check all that apply):

- [x] Food Vendors
- [ ] Merchandise Vendors
- [ ] Artwork Displays/Sales
- [x] Signage
- [ ] Animal Rides
- [ ] Petting Zoo
- [ ] Rides
- [ ] Announcements/Speeches
- [ ] Fireworks*
- [ ] Bonfire*
- [ ] Pyrotechnic Devices*
- [ ] Horse Drawn Vehicles**
- [ ] Carnival
- [ ] Circus
- [x] Games
- [x] Public Entertainment
- [ ] Other:_____
- [ ] Sports tournament (list type: softball, hardball, rugby, etc.):_____
- [ ] Band
- [x] DJ
- [ ] Theatre

*If approved by the Parks Commission, an Open Burning/Fireworks Permit may be obtained a minimum of fourteen (14) business days before the event. For details, contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109.
**The event must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will beer and/or wine be served or sold at the event? [ ] Yes [x] No (If no, skip to section E.)
   Event staff or security will check identification and issue wristbands to anyone age 21 and older who wishes to purchase beer or wine.

2. Name of organization applying for the Temporary Class "B" Retailer's License:_____
   Contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing cityclerk@kenosha.org a minimum of 30 days prior to the event to obtain a Temporary Class "B"/"Class B" Retailer's License.

3. Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales
Start Time	Start Time	Start Time
End time	End time	End time

E. Food/Merchandise

1. Will food be sold or served at your event? ☑ Sold ☐ Served ☐ No Food

   Contact the Kenosha County Health Department at 262-605-6591 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Lorma Wendt at lorma.wendt@kenoshacounty.org for information on the safe handling of food and beverages.

   Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.

2. Will vendors sell merchandise at the event? ☐ Yes ☑ No

   - If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department.

F. Equipment Rental

1. Will the event need: Electricity ☑ Yes ☐ No Water ☐ Yes ☐ No

Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.

2. Indicate requests for any of the following City-provided rental equipment (check all that apply).
Supplies are limited and granted upon availability.

☐ Bleachers	# requested _____	☐ Benches	# requested _____
☐ Barricades	# requested _____	☐ Picnic Tables	# requested _____
☐ Trash Carts	# requested 3	☐ Traffic Cones	# requested _____
☐ Recycling Carts	# requested 3	☐ Traffic Signs	# requested _____
☐ Showmobile (2 available)	# requested _____	☐ Generator (1 available and only with Showmobile)	
☐ Reviewing Stands	# requested _____		
☐ Fencing			

How many 50 foot sections of *snow* fencing? _____ How many 6 foot sections of *white plastic portable* fencing? _____

G. Temporary Structures

1. Will the event have any temporary structures or signage? ☑ Yes ☐ No (If no, skip to section H.)
   Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.

2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)?
   ☑ Tents *(larger than 10x10 pop up)* ☐ Inflatables ☑ Staging ☐ Trailers ☐ Dunk Tank ☑ Signage*
   ☑ Portable restrooms/ handwash stations ☐ Other (Please Explain): _____

*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.

3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event. ☑ Yes KK Initial
*****VERY IMPORTANT*****
WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location. ***There are no exceptions.***

H. Security

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: Staff will be on site
2. Is approval for overnight security requested for the event? ☐ Yes ☑ No
3. Will the event have private security? ☐ Yes ☑ No
4. Will private security at the event be armed? ☐ Yes ☑ No
5. Private Security Company Name: _____ Phone #: _____
6. Are the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216)
   ☐ Yes ☑ No
7. One member of the organization's security personnel or the organization's contact person must be designated "Head of Security" who can be reached at any time.

   Name of Designated Head of Security: Kris Kochman
   First M.I. Last
   Head of Security's Phone Number: 262-771-5169

***REQUIRED: Detailed security and operational plan:**
☐ Attached ☑ Will be submitted a minimum of 14 business days before the event.

I. Insurance

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

a. Commercial General Liability:
   General Aggregate - Two Million Dollars ($2,000,000.00)
   Each Occurrence - One Million Dollars ($1,000,000.00)
b. Automobile Liability: (When required as a permit condition)
   Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars ($1,000,000.00).
c. Liquor Liability Coverage (When alcohol is approved for the Special Event)
   General Aggregate - One Million Dollars ($1,000,000.00)
   Each Occurrence - One Million Dollars ($1,000,000.00)
d. Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)
   Two Million Dollars ($2,000,000.00) per person
   Two Million Dollars ($2,000,000.00) aggregate
e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed $5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

Certificate of Liability Insurance:
☐ Attached ☐ Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent on behalf of the event organization.

J. Hold Harmless

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

a)

- **I understand the filing of this application does not ensure the issuance of this licenses.**
- **I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.**
- **I further understand that an incomplete application may cause a delay in processing or a denial of the event.**
- **I have reviewed the Code of General Ordinance Chapter 12.06 "Special Event Permit"**

Print Name of Authorized Agent: Kris Kochman

Signature: Kris Kochman Date: 10-3-24

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

Kris Kochman

Authorized Agent of Special Event Organizer

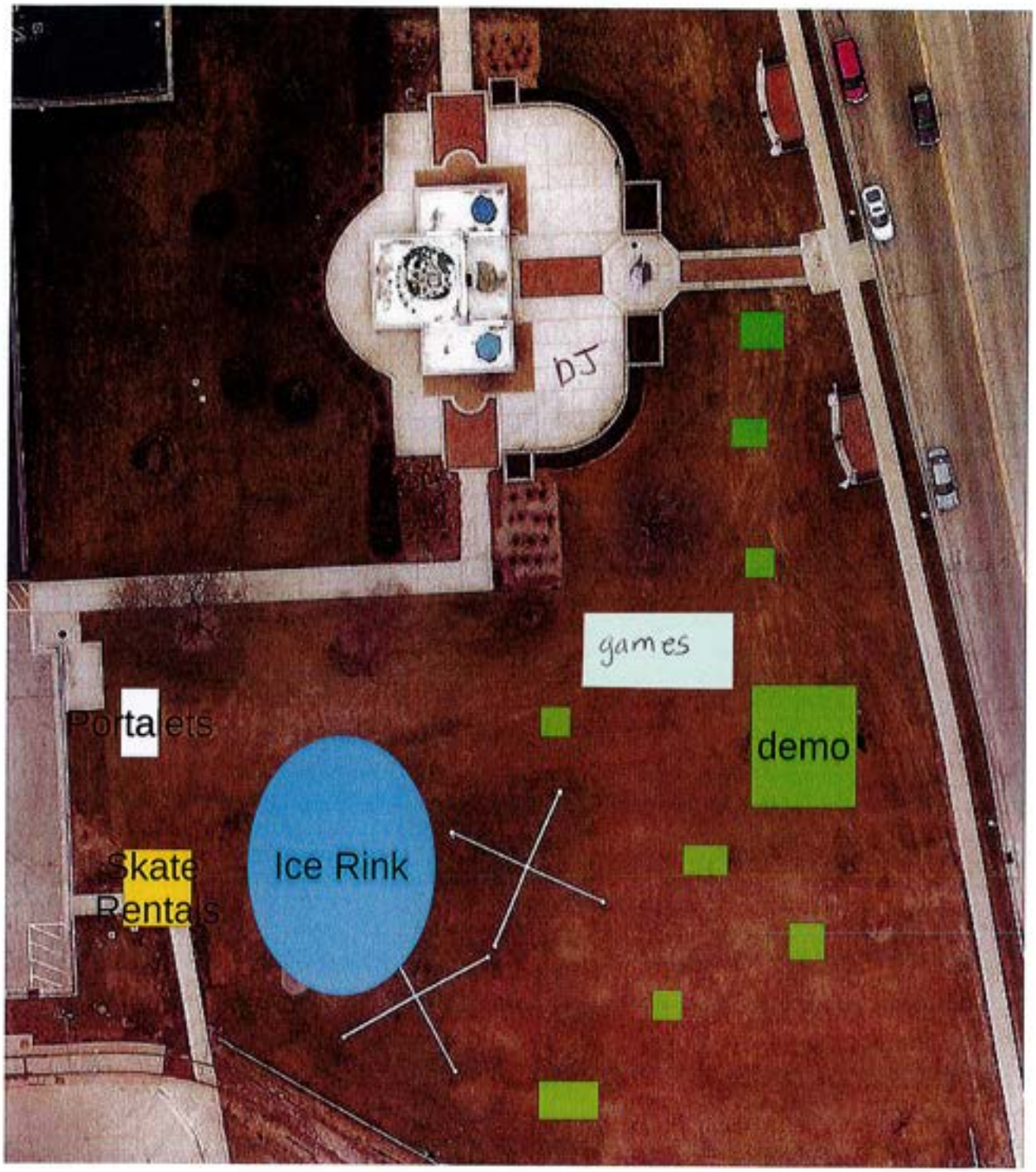
Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

Kris Kochman 10-3-24

Applicant Signature Date

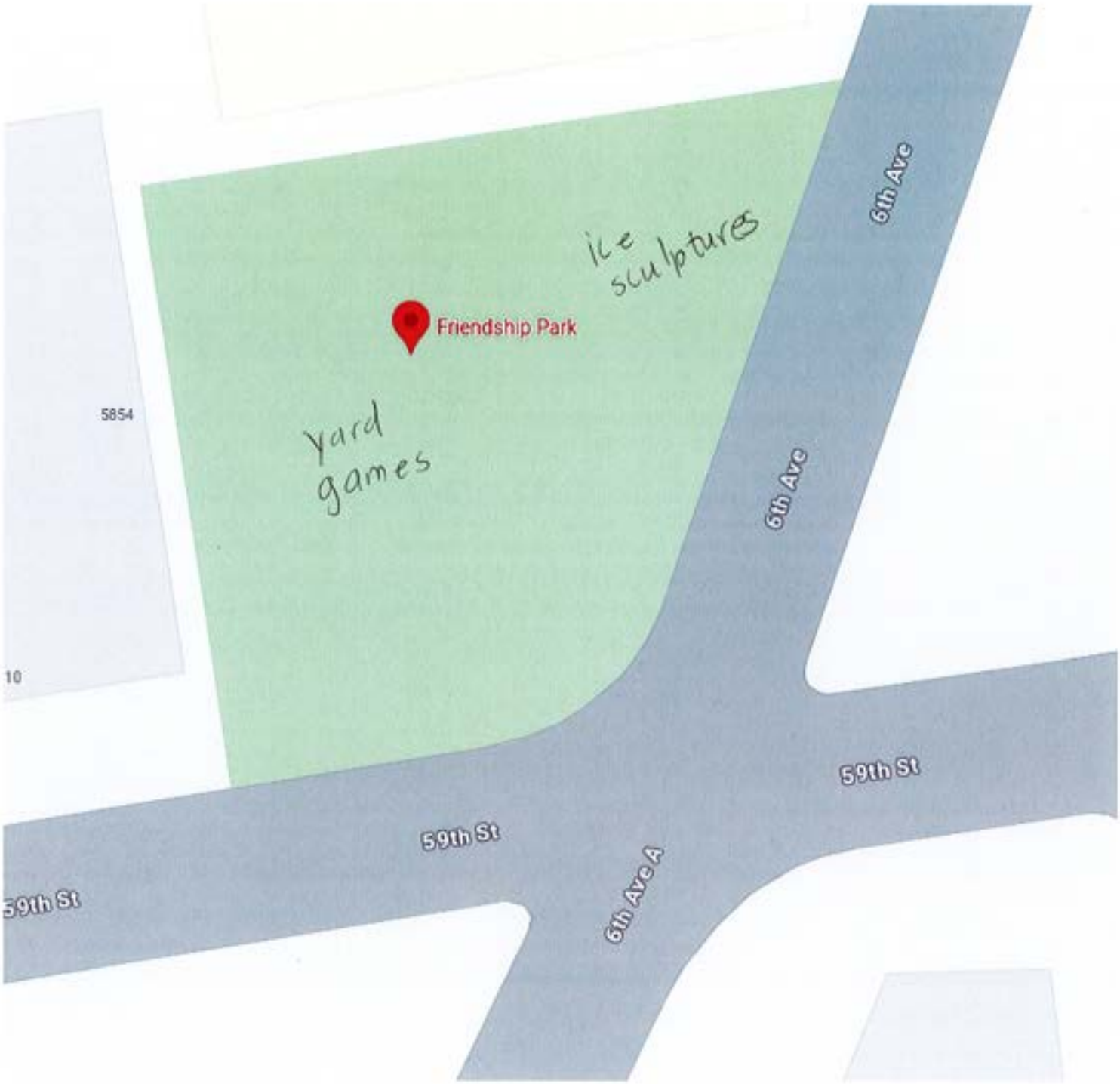
Please sign, date and return the completed application to:
City of Kenosha Administration
625 - 52nd Street
Room 300
Kenosha, WI 53140

Snow Daze Festival Saturday, Jan. 25, 2025 at Veterans Memorial Park



Ice sculptures

North ↑


ice sculptures
Friendship Park
yard games
5854
10
6th Ave
6th Ave
59th St
59th St
59th St
6th Ave A

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

October 2, 2024

Brian Cater, P.E.
City of Kenosha Direction of Public Works
625 52nd Street – Room 305
Kenosha, WI 53140

RE: Martin Apartments
General Ordinance Variance Request

Dear Mr. Cater,

We are requesting an exception to the requirements of General Ordinance 5.08C.10 and .11 (provided below for reference) on behalf of the Owner (Michael Bell) of Martin Apartments, located at 1426 59th Street. Mr. Bell is proposing to pave his existing gravel parking lot and provide some minor improvements to enhance the site (i.e., formal ADA parking, lighting upgrades, and drainage improvements) and is therefore subject to the current City ordinances.

> General Ordinance 5.08C.10 – *"No parking stall shall be located so as to require a vehicle, upon exiting, to back into any public right-of-way, except alleys may be used for ingress and egress into Parking Facility provided the setbacks as established in Tables 1 and 2 are complied with.*
>
> General Ordinance 5.08C.11 – *"The internal traffic circulation of a Parking Facility shall be such that vehicles are not required to back up, except for exiting a parking stall.*

A description of this request is outlined below. Additionally, a location map, site plan, and vehicle turning analyses (VEH-1 & VEH-2) are included with this request. A shown on VEH-1, which illustrates the turn around ability of a large pick-up truck, there is sufficient room in the proposed lot for a large pick-up truck to turn around, but not enough space for a garbage truck to turn around. VEH-2 illustrates how the garbage truck will pull in and back out of the site. Lastly, a video of the garbage truck as it currently pulls in and backs out of the site (and has done for the last 50 to 80 years) is included with this request.

Description of Request

We are requesting a variance from the above two (2) ordinances to allow the garbage truck to back out of the site onto 58th Street as it has always done. Due to the configuration of the site, it is physically impossible for a garbage truck to turn around on this property. As part of the improvements proposed by Mr. Bell, the dumpsters will be moved to the northweset corner of the parking lot, which will allow the garbage truck to back straight in and straight out. This layout, in our opinion, is an improvement over the current travel pathway.

Please feel free to contact me with any questions you may have.

Sincerely,

Jasmin McDermit, P.E.
Design Engineer

1458 Horizon Blvd, Suite 200, Racine, WI 53406
Ph: (262) 634-5588 * Fax: (262) 634-5024
www.nmbsc.net

Martin Apartments

1426 59th Street

GRADING & PAVEMENT LEGEND

- 610 — EXISTING CONTOURS
- 610 — PROPOSED CONTOURS
- 804.85 — EXISTING SPOT GRADE
- 804.85 — FINISHED PAVEMENT GRADE
- 804.85 / 804.35 — TOP OF CURB GRADE / FINISHED PAVEMENT GRADE
- xxxxxxxx - SAW–CUT EXISTING PAVEMENT
- 1/3 — SILT FENCE
- 6/3 — STORM INLET PROTECTION
- 7/2 — CT–1.5 — CURB HEAD TAPER
- 3/2 — LIGHT–DUTY CONCRETE PAVEMENT
- 4/2 — HEAVY–DUTY CONCRETE PAVEMENT
- 5/2 — MEDIUM–DUTY ASPHALT PAVEMENT
- 6/2 — HEAVY–DUTY ASPHALT PAVEMENT
- 9/2 — CONCRETE WHEEL STOP (SALVAGE AND REUSE EXISTING ON SITE)
- 6' TALL SOLID WOOD FENCE
- 1 — CONTRACTOR TO VERIFY LOCATION, ELEVATION, AND SIZE OF EXISTING STORM SEWER PRIOR TO CONSTRUCTION.

SIGN / POST LEGEND

3/4 / 3 = SIGN (DETAIL 3) MOUNTED ON POST (DETAIL 4) / AS SHOWN ON SHEET 3 OF 3

PAVEMENT MARKING LEGEND

2/3 — ISA–Y – INTERNATIONAL SYMBOL FOR ACCESSIBILITY – YELLOW

SYSL/4" – SINGLE YELLOW SOLID LINE / 4" WIDE EACH

SYSL/4"/45'/4' – SINGLE YELLOW SOLID LINE / 4" WIDE EACH, 45', 4' O.C.

REFERENCES

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. CURRENT EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), 2009 EDITION WITH REVISIONS 1 AND 2 INCORPORATED.

EROSION & SEDIMENT CONTROL NOTES

THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS OR PROPOSED ALTERATIONS TO THE EROSION CONTROL PLAN. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND REGULATORY OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BEST MANAGEMENT PRACTICES (BMP'S). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE SUBMITTED AND APPROVED BY THE CITY OF KENOSHA.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND CITY OF KENOSHA ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE CITY OF KENOSHA AND WDNR EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 360.21) AND MAINTAINED PER SPS 360.22.

INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:

A. AT LEAST WEEKLY.

B. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION.

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY CITY OF KENOSHA OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE OR LOCAL INSPECTORS AND/OR THE ENGINEER OF RECORD, SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.

INSTALL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDNR TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. CONTRACTOR SHALL INSTALL SILT FENCING AT DOWNSLOPE SIDE OF STOCKPILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 7 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND CITY OF KENOSHA ORDINANCE.

EXCESS SOILS ARE TO BE HAULED OFF SITE OR ENCLOSED WITH AN APPROVED SEDIMENT CONTROL DEVICE WITHIN 24 HOURS.

ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR BY OTHER WDNR APPROVED METHODS. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

SOIL PILES LEFT UNDISTURBED FOR 7 OR MORE DAYS WILL NEED TO BE STABILIZED BY AN APPROVED METHOD. ALL DISTURBED AREAS NOT COVERED BY PERMANENT STRUCTURES OR PAVEMENT SHALL BE FINISHED GRADED WITH 3"-6" TOPSOIL, SEEDED AND STABILIZED WITHIN 7 DAYS OF REACHING FINAL GRADE. IF DISTURBANCE OCCURS AFTER NOVEMBER 15TH AND BEFORE MAY 15TH, TYPE A SOIL STABILIZER SHALL BE USED.

ALL DISTURBED AREAS SHALL BE STABILIZED WITH CLASS I URBAN, TYPE A EROSION MATTING. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052.

PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE CITY OF KENOSHA.

EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

SITE CLEARING NOTES

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL AT A LOCATION APPROVED (BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE LAND SURVEYOR AND ENGINEER OF RECORD ASSUME NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.

ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL DIGGERS HOTLINE AT 1-800-242-8511 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATION ACTIVITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PRIVATE UTILITY LOCATING SERVICE TO LOCATE AND MARK ALL UNDERGROUND PRIVATE UTILITIES.

CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.

CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.

PRIOR TO EXCAVATION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS AS SHOWN ON THESE CONSTRUCTION PLANS OR AS NECESSARY TO COMPLETE THE WORK. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND OR OTHER IMPROVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.

IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT CONSTRUCTION MANAGER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

SITE GRADING & SUB-GRADE PREPARATION

EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED PAVEMENT SECTIONS SHALL BE STRIPPED (REGARDLESS OF DEPTH) AND HAULED OFF SITE.

EXCAVATE, GRADE, AND SHAPE SUBGRADES TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS AND CONSTRUCTION DETAILS FOR PAVEMENT THICKNESS AND MATERIALS.

FILL MATERIAL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION.

UPON COMPLETION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES TO RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (18 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER OR HIS REPRESENTATIVES TO ENSURE THEY ARE PRESENT.

ALL DISTURBED LAWN AREAS SHALL BE RESTORED WITH 6" SALVAGED TOPSOIL, SEED MIX NO. 40, FERTILIZER TYPE A AND STABILIZED WITH EROSION MAT CLASS I URBAN, TYPE A.

STORM SEWER SPECIFICATIONS

MATERIAL FOR STORM SEWERS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES (DSPS) AND CITY OF KENOSHA SPECIFICATIONS.

STORM SEWER CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN", 6TH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS THE "STANDARD SPECIFICATIONS".

THE STORM SEWER SYSTEM WAS SIZED ACCORDING TO SPS TABLE 382.36-4 "MAXIMUM CAPACITY OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C76 AND ASTM C14".

STORM SEWER AND STORM BUILDING SEWER PIPE AND TUBING MATERIALS SHALL CONFORM TO SPS 384.30 OF THE WISCONSIN ADMINISTRATIVE CODE. REINFORCED CONCRETE PIPE (RCP) SHALL BE SELECTED FROM TABLE 84.30-6. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE MATERIAL (IF SELECTED) SHALL MEET THE REQUIREMENTS OF AASHTO M-252 FOR 4"-10" DIAMETER SIZES AND AASHTO M294 FOR 12"-48" DIAMETER SIZES.

BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".

ALL STORM SEWERS INSTALLED IN EXISTING OR PROPOSED PAVED AREAS SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.43.4 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS. TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.

A BROWN 12 GUAGE LOCATOR WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL STORM SEWERS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE STRUCTURES.

STORM SEWERS AND CATCH BASINS SHALL BE CONSTRUCTED WITH WATER AND GAS TIGHT JOINTS IN CONFORMANCE WITH SPS 384.40.

PAVEMENT SPECIFICATIONS

DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS". DENSE AGGREGATE BASE COURSE SHALL EXTEND A MINIMUM OF TWELVE-INCHES (12") BEYOND THE EDGE OF PAVEMENT OR BACK OF CURB.

ASPHALTIC CONCRETE PAVEMENT SHALL BE WISDOT LT 58-28 S MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET. A TACK COAT SHALL BE INSTALLED BETWEEN THE LOWER AND UPPER COURSES IN ACCORDANCE WITH SECTION 455.3.2 OF THE "STATE SPECIFICATIONS".

CONCRETE FOR CURB & GUTTER AND APRONS SHALL BE GRADE A-FA, AIR-ENTRAINED, AS SPECIFIED IN SUBSECTION 501.3.1 OF THE "STATE SPECIFICATIONS". ALL EXTERIOR CONCRETE SHALL BE "READY-MIXED" AND RECEIVE A BROOM FINISH. ALL CONCRETE WORK SHALL BE CURED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBSECTION 415.2.4 OF THE "STATE SPECIFICATIONS".

ALL CONCRETE CURB AND GUTTER SHALL BE 18" VERTICAL FACE OR MOUNTABLE CURB CONFORMING TO THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SECTION 601 OF THE "STATE SPECIFICATIONS". CURB & GUTTER SHALL BE "REVERSE PAN CURB" OR "STANDARD CURB" AS INDICATED BY THE LEGEND BELOW AND INSTALLED IN A MANNER TO SHED STORM WATER RUNOFF TOWARDS THE DRAINAGE STRUCTURES.

CONTRACTION JOINTS SHALL BE AT TEN-FOOT (10') INTERVALS FOR CURB AND GUTTER AND MATCH THE WIDTH FOR CONCRETE SIDEWALKS.

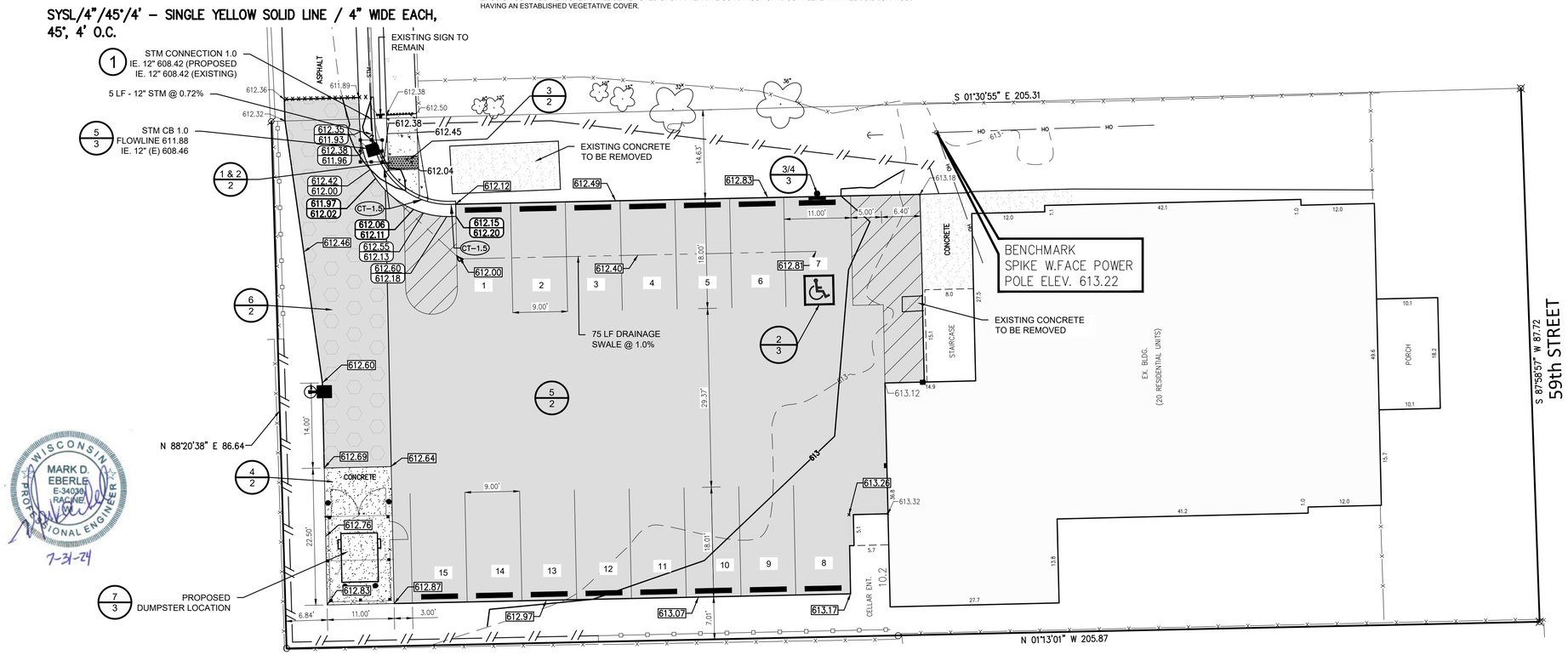
ALL PUBLIC SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAW CUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "CITY SPECIFICATIONS". CURB AND GUTTER REPLACEMENT SECTIONS SHALL BE TIED TO EXISTING BY INSTALLING THREE (3) NO. 4 (1/2-INCH). 18-INCH LONG TIE BARS, EVENLY SPACED, DRIVEN 9-INCHES INTO THE EXISTING CURB AND GUTTER AT THE CONNECTION POINT.

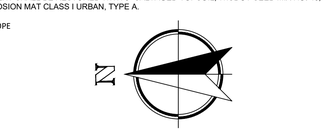
CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLES, VALVE BOXES, ETC.) TO MATCH THE FINISHED GRADES OF THE AREA AFFECTED BY THE CONSTRUCTION.

RESTORATION NOTE

TURF AREAS SURROUNDING THE NEW PAVEMENT SHALL BE RESTORED WITH 6" SALVAGED TOPSOIL, WISDOT SEED MIX NO. 40, FERTILIZER TYPE A, AND STABILIZED WITH EROSION MAT CLASS I URBAN, TYPE A.

ALL AREAS TO BE GRADED AT A MAXIMUM 6:1 SLOPE





SCALE 1"=10'

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.

EXISTING UTILITY DATA

STM 1	CB 1
RIM 611.31	RIM 611.06
IE. 12"E 607.76	IE. 12" W 607.76
IE. 12" W 607.81	IE. 12" E 607.71

NOTES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011.

ALL ELEVATIONS REFER TO NAVD 1988 (12).

LEGEND

- SPIKE FOUND REPLACED W/REBAR
- 1-1/4" IRON PIPE FOUND
- 1" IRON PIPE FOUND
- DECIDUOUS TREE
- POWER POLE
- GUY WIRE
- ELECTRIC PEDESTAL
- FENCE
- OVERHEAD WIRES
- COMMUNICATION BOX
- COMMUNICATION LINE
- LIGHT POLE
- GAS MAIN
- SIGN
- STORM MANHOLE
- CATCH BASIN
- STORM SEWER
- SANITARY MANHOLE
- WATER VALVE
- WATER MAIN
- ELECTRIC LINE

WISCONSIN PROFESSIONAL ENGINEER MARK D. EBERLE E-34030 RACINE
7-31-24

Friday, August 02, 2024 7:32:41 AM

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbsc.net

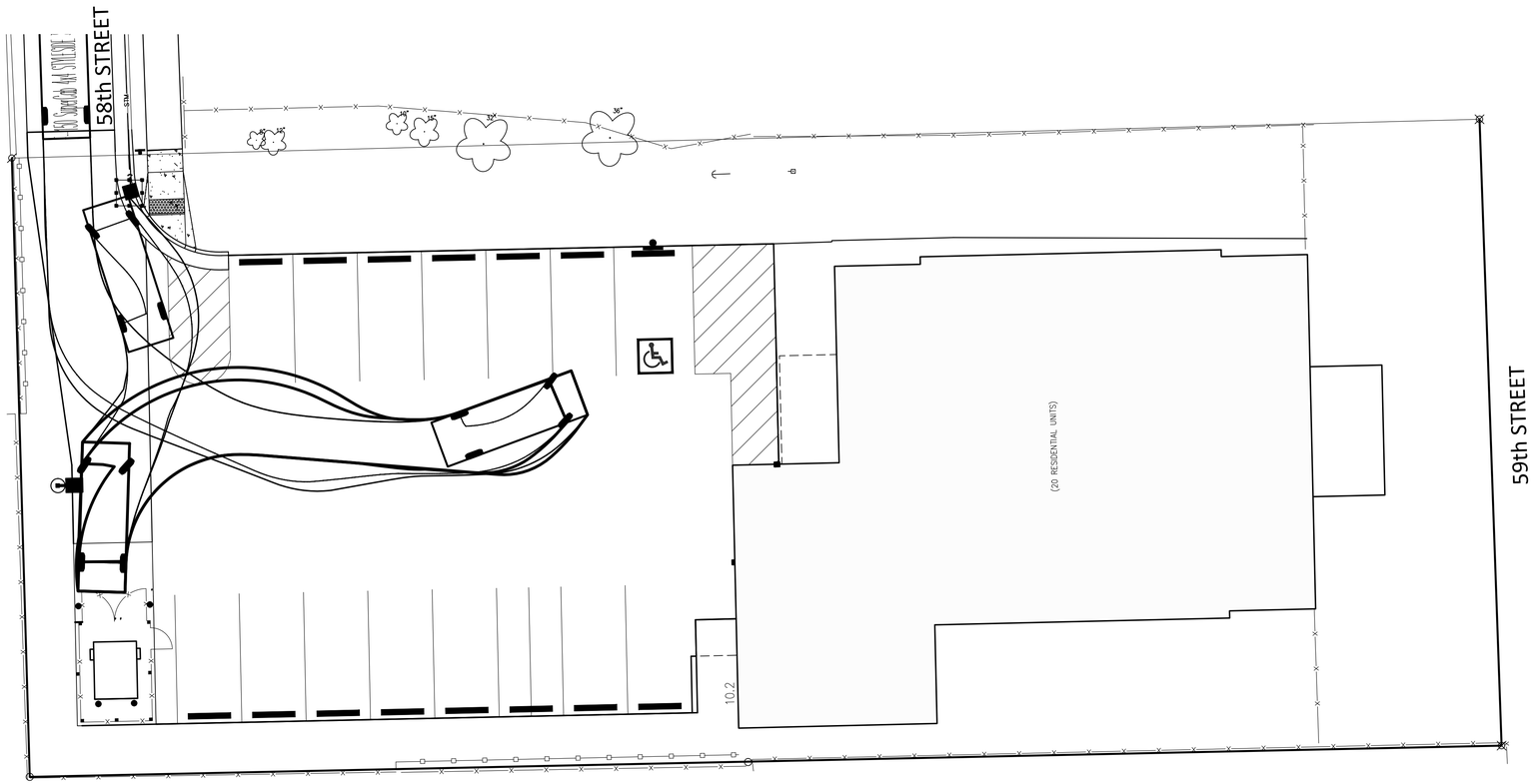
1426 59th STREET
PAVEMENT GRADING PLAN
FOR
WISCONSIN APARTMENT INVESTMENT GROUP
CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN

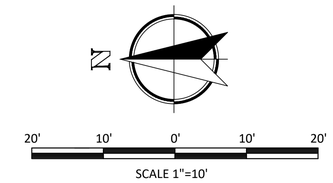
NO.	REVISION	BY	DATE

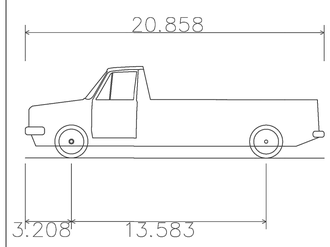
PROJ. MGR:	MDE
DRAFTED:	JGO
DATE:	7-31-2024
CHECKED:	MDE
DATE:	7-31-2024

2023.0221.01

SHEET 1 OF 3







F-150 SuperCab 4x4 STYLESIDE 8' Box

Overall Length	20.858ft
Overall Width	6.575ft
Overall Body Height	6.392ft
Min Body Ground Clearance	0.833ft
Track Width	6.575ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	26.150ft

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbsc.net

1426 59th STREET
VEHICLE TURNING ANALYSIS
FOR
WISCONSIN APARTMENT INVESTMENT GROUP
CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
DRAFTED:	JEM
DATE:	7-31-2024
CHECKED:	MDE
DATE:	7-31-2024

2023.0221.01

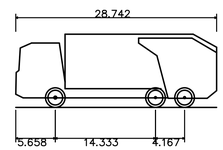
SHEET
VEH-1

Wednesday, July 31, 2024 10:37:25 AM

N

60' 30' 0' 30' 60'

SCALE 1"=30'



Mack TerraPro Low Entry 6x4 LEU 613 + Wayne Phoenix III 25Yd

Overall Length	28.742ft
Overall Width	8.000ft
Overall Body Height	10.481ft
Min Body Ground Clearance	1.311ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	34.000ft

VEHICLE DIAGRAM

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbsc.net

1426 59th STREET
GARBAGE TRUCK EXHIBIT
FOR
WISCONSIN APARTMENT INVESTMENT GROUP
CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
DRAFTED:	JEM
DATE:	10-2-2024
CHECKED:	MDE
DATE:	10-2-2024

2023.0221.01

SHEET
VEH-2

THE CITY OF KENOSHA
CHART A BETTER COURSE

KATIE ELDER, CPRP
Director of Parks

October 7, 2024

To: Eric Haugaard, Chairperson, Park Commission
Jack Rose, Chairperson, Public Works Committee

From: Katie Elder, CPRP _____
Director of Parks

Subject: Project: 24-1326 Lincoln Park Basketball Courts
Location: Lincoln Park 6900 18th Ave

The Department of Public Works, Engineering Division, opened bids for the above referenced project on August 21, 2024.

Following is the list of bidders:

Contractor	Bid Total
A.W. Oakes and Son, Inc.	$543,744.00
Poblocki Paving	$614,788.00

All bids came in over the budgeted amount of $476,000.

RECOMMENDATION

Approve the recommendation of the Director of Parks to reject all bids and work with consultant ro review plans and specifications to re-advertise the project.

THE CITY OF
KENOSHA
CHART A BETTER COURSE

BRIAN CATER, PE
Director of Public Works

October 8, 2024

To: Jack Rose, Chairperson, Public Works Committee
Bill Siel, Chairperson, Stormwater Utility Committee

From: Brian Cater, P.E.
Director of Public Works

Subject: Acceptance of Project 23-1044 42nd Avenue & 56th Avenue Resurfacing

Location: 42nd Avenue - Harding Road to Wilson Road & 56th Avenue - 56th Street to 55th Street

Please be advised that the above referenced project has been satisfactorily completed by A.W. Oakes & Son, Inc., Racine, Wisconsin. This project consisted of asphaltic surface milling, HMA Pavement, concrete curb and gutter, concrete sidewalk, sod restoration, signs, concrete pavement milling, construction staking, traffic control and storm sewer.

It is recommended that the project be accepted in the final amount of $275,296.65 ($207,386.45 Resurfacing & $67,910.20 Storm Sewer). The original total contract amount was $359,700.

The bid breaks down as follows: Resurfacing bid in the amount of $233,633.62 plus $34,966.38 in contingency for unforeseen conditions (if needed) for roadway total of $268,600, funding is from CIP Line IN-93-002; Storm Sewer bid in the amount of $79,220 plus $11,880 in contingency for unforeseen conditions (if needed) for storm sewer total of $91,100, funding is from CIP Line SW-95-001.

City of Kenosha, 625 52nd St. Room 305, Kenosha Wisconsin 53140 | T: 262.653.4050 | bcater@kenosha.org
KENOSHA.ORG

THE CITY OF
KENOSHA
CHART A BETTER COURSE

BRIAN CATER, PE
Director of Public Works

October 9, 2024

To: Jack Rose, Chairperson
Public Works Committee

From: Brian Cater, P.E.
Director of Public Works

Subject: Acceptance of Project 24-1019 Joint, Crack Cleaning and Sealing

Location: Various

Please be advised that the above referenced project has been satisfactorily completed by Denler, Inc., Joliet, Illinois. This project consisted of routing, cleaning cracks and joints in asphalt or concrete pavements, and sealing prepared cracks and joints with an approved sealing material.

It is recommended that the project be accepted in the final amount of $141,599.80. Original contract amount was $148,130 plus $1,870 for contingency for a total of $150,000. Funding was from CIP Line IN-93-002.

City of Kenosha, 625 52nd St. Room 305, Kenosha Wisconsin 53140 | T: 262.653.4050 | bcater@kenosha.org
KENOSHA.ORG

R/W PROJECT NUMBER 3832-01-01	SHEET NUMBER	TOTAL SHEETS
FEDERAL PROJECT NUMBER	4.01	

PLAT OF RIGHT OF WAY REQUIRED FOR

C KENOSHA, 22ND AVE
50TH ST TO WASHINGTON RD

22ND AVE	KENOSHA COUNTY

CONSTRUCTION PROJECT NUMBER
3832-01-71

CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW REFERENCE LINE
NEW R/W LINE
EXISTING R/W OR HE LINE
PROPERTY LINE (P.L.)
LOT, TIE & OTHER MINOR LINES
SLOPE INTERCEPT
CORPORATE LIMITS
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC) (W) (TYPE)
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)
TRANSMISSION STRUCTURES
BUILDING
TO BE REMOVED
BRIDGE
CULVERT

SECTION CORNER SYMBOL (18, 23, 24, 26, 25, 36)
SECTION CORNER MONUMENT
GEODETIC SURVEY MONUMENT
SIXTEENTH CORNER MONUMENT
SIGN (SIGN)
OFF-PREMISE SIGN (#1-25) (SIGN)

R/W MONUMENT (TO BE SET)
NON-MONUMENTED R/W POINT
FOUND IRON PIN (1-INCH UNLESS NOTED) IP

	COMPENSABLE	NON-COMPENSABLE
ELECTRIC POLE	■	□
TELEPHONE POLE	⌀	⌀
PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	⌀	⌀

ACCESS RESTRICTED BY ACQUISITION
NO ACCESS (BY STATUTORY AUTHORITY)
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
NO ACCESS (NEW HIGHWAY)
PARCEL NUMBER (25)
UTILITY NUMBER (40)
PARALLEL OFFSETS

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS
ELECTRIC TOWER	☒

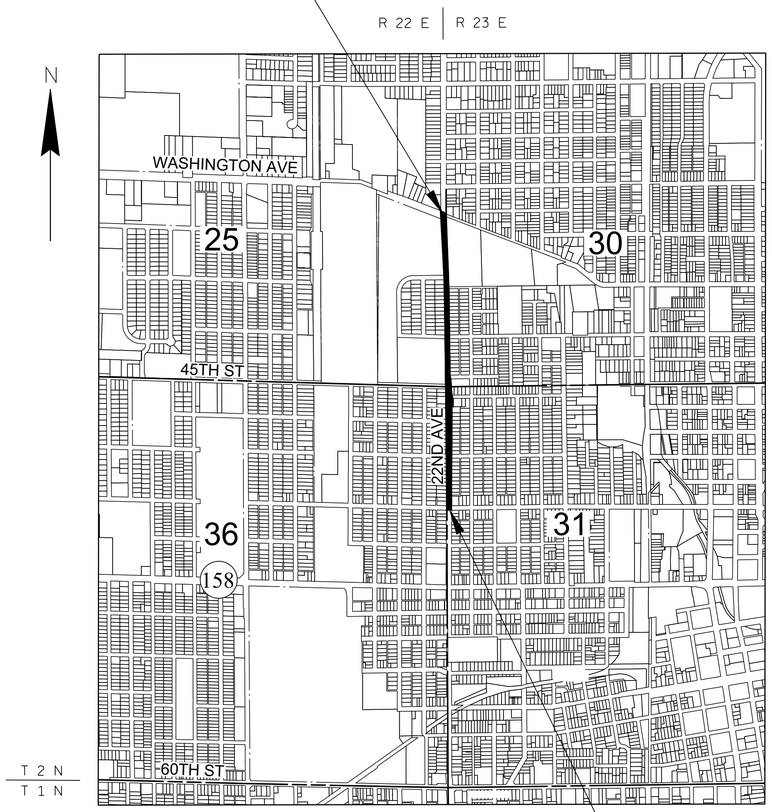
CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF INTERSECTION	PI
ACRES	AC	PROPERTY LINE	PL
AHEAD	AH	RECORDED AS	(100')
ALUMINUM	ALUM	REEL / IMAGE	R/I
AND OTHERS	ET AL	REFERENCE LINE	R/L
BACK	BK	REMAINING	REM
BLOCK	BLK	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CENTERLINE	C/L	RIGHT	RT
CERTIFIED SURVEY MAP	CSM	RIGHT OF WAY	R/W
CONCRETE	CONC	SECTION	SEC
COUNTY	CO	SEPTIC VENT	SEPV
COUNTY TRUNK HIGHWAY	CTH	SQUARE FEET	SF
DISTANCE	DIST	STATE TRUNK HIGHWAY	STH
CORNER	COR	STATION	STA
DOCUMENT NUMBER	DOC	TELEPHONE PEDESTAL	TP
EASEMENT	EASE	TEMPORARY LIMITED EASEMENT	TLE
EXISTING	EX	TRANSPORTATION PROJECT PLAT	TPP
GAS VALVE	GV	UNITED STATES HIGHWAY	USH
GRID NORTH	GN	VOLUME	V
HIGHWAY EASEMENT	HE		
IDENTIFICATION	ID		
LAND CONTRACT	LC		
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		
POINT OF COMPOUND CURVE	PCC		

CURVE DATA

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

END RELOCATION ORDER
432.82 FEET SOUTH AND 18.86 FEET WEST OF THE WEST 1/4 CORNER OF SECTION 30, T2N, R23E



BEGIN RELOCATION ORDER
1313.52 FEET NORTH AND 14.01 FEET WEST OF THE WEST 1/4 CORNER OF SECTION 31 , T2N, R23E

LAYOUT
SCALE 0 1000FT

TOTAL NET LENGTH OF CENTERLINE = 0.67 MILES

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 27, IN U.S. SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY ¾" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF KENOSHA PLANNING AND ZONING DIVISION LOCATED AT 625 52ND IN KENOSHA, WISCONSIN.

PARCEL IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE SCHEDULE OF LANDS & INTERESTS REQUIRED.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON DETAIL SHEETS.

STRAND ASSOCIATES®
STRAND ASSOCIATES, INC.
910 West Wingra Drive
Madison, WI 53715
608-251-4843
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ORIGINAL PLAT PREPARED BY
WISCONSIN HEATHER S. BARTELT S-2797 MADISON WI LAND SURVEYOR
10/9/24 (DATE) (SIGNATURE)

REVISION DATE	CITY OF KENOSHA
	APPROVED FOR THE CITY DATE: _____ _____ (Signature)

REVISION DATE	DATE 10/9/24	SCALE, FEET 0 150 300	HWY: C KENOSHA, 22ND AVE	STATE R/W PROJECT NUMBER 3832-01-01	PLAT SHEET 4.02	
	GRID FACTOR N/A		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER 3832-01-71	PS&E SHEET	E

FILE NAME : S:\MIL\1500--1599\1540\034\DRAWINGS\CAD\AUTOCAD\38320101\RW\DWG\040101_RP.DWG
LAYOUT NAME - 4.02

PLOT DATE : 10/9/2024 1:38 PM PLOT BY : BARTELT, HEATHER PLOT NAME : PLOT SCALE : 1 IN:500 FT

22ND AVE 3832-01-01-4.02

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W S.F REQUIRED NEW	EXISTING	TOTAL	TLE S.F.
1	JAMES E. & VIRGINIA M. NUORALA IRREVOCABLE TRUST	TLE	---	---	---	350
2	STEPHEN & MELANIE HOVEY	TLE	---	---	---	385
3	WILLARD & SHARON PUCKETT	TLE	---	---	---	275
4	JAMES & LEIGH BUTTERBRODT	TLE	---	---	---	176
6	THORNTON PROPERTY GROUP LLC.	TLE	---	---	---	176
7	FILBERTO F. COVELLI	TLE	---	---	---	690
8	GATEWAY PROPERTIES OF KENOSHA LLC.	TLE	---	---	---	450
9	ZACHARY MILLER	FEE,TLE	33	---	33	232
11	FRANK B. ORTEGA	TLE	---	---	---	234
12	OLIVIA HERNANDEZ	TLE	---	---	---	450
13	CAROLINA ARIAS	TLE	---	---	---	195
14	THOMAS M. RICKARD	TLE	---	---	---	160
16	AJMA LLC.	TLE	---	---	---	264
17	ROBERT & LISA M. LANGERMAN	TLE	---	---	---	549
18	MATTHEW R. & MARY C. KAPPLEHOFF	TLE	---	---	---	449
19	DAVID B. HAINLINE	TLE	---	---	---	600
21	CHRISTOPHER E. GILL	TLE	---	---	---	432
22	WESTOSHA PROPERTIES LLC.	TLE	---	---	---	275
23	NAJUAN BROWN	FEE,TLE	23	---	23	544
24	KCHC REAL ESTATE LLC.	FEE,TLE	23	---	23	818
26	ALICIA RANGEL	TLE	---	---	---	286
27	MICHAEL J. & NANCY M. CLARK	TLE	---	---	---	595
28	MAX MANAGEMENT LLC.	TLE	---	---	---	121
29	4437 22ND AVE LLC.	FEE,TLE	80	---	80	1041
31	AMBROSINI INVESTMENTS LLC.	TLE	41	---	41	574

4

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTERESTS REQUIRED
200	SIFI NETWORKS	RELEASE OF RIGHTS

THE PURPOSE OF ALL TLE'S IS FOR SLOPE GRADING UNLESS NOTED OTHERWISE.

(200) SIFI NETWORKS
NO RECORDED EASEMENT
PARCELS 24 & 29

HIGHWAY	HISTORICAL BASIS OF R/W	YEAR	WIDTH
22ND AVE.	2ND RICE PARK ADDITION NEWELL-HOYT SUBDIVISION GONNERMANN'S SUBDIVISION	1909 1912 1901	50' 21' 25'
45TH ST.	GONNERMANN'S SUBDIVISION	1901	44'
46TH ST.	NEWELL-HOYT SUBDIVISION	1912	60'
48TH ST.	NEWELL-HOYT SUBDIVISION 2ND RICE PARK	1912 1909	60' 50'

FOUND MONUMENT TABLE

POINT NAME	Y COORDS	X COORDS	IP TYPE
42001	223429.490	2582769.234	1" IP
42002	223379.392	2582770.050	SURVEY NAIL
42003	223229.235	2582773.620	1" IP
42004	223179.224	2582774.831	1.25" RBR.
42005	223079.277	2582777.175	1.25" IP
42006	223029.268	2582778.297	1.25" IP
42008	223061.465	2582848.396	5/8" RBR.
42009	223097.694	2582847.729	5/8" RBR.
42010	223297.720	2582843.592	1.25" IP
42011	223397.793	2582841.925	2" IP
42012	223447.894	2582840.560	1/2" RBR.
42013	223497.850	2582839.559	1/2" RBR.
42493	223900.020	2582759.493	1" IP
42495	223850.032	2582760.564	1" IP
42496	223800.198	2582761.472	1" IP
42497	223597.518	2582837.702	1" IP
42498	223647.679	2582836.540	1" IP
42499	223747.782	2582834.446	1" IP
42500	223797.702	2582833.298	1" IP
42501	223897.474	2582831.227	1" IP
42502	223947.496	2582830.163	1.5" IP
42994	224059.112	2582755.812	1.5" IP
42995	224209.085	2582752.363	1.25" IP
42996	224409.007	2582748.398	CHISELED X
42997	224225.006	2582825.005	2.5" IP

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

COURSE TABLE

COURSE	BEARING	DISTANCE
300 - 301	N87° 49' 41"E	9.62'
301 - 302	N87° 49' 41"E	32.56'
302 - 303	SEE C1 DATA	
303 - 304	S05° 14' 23"E	37.90'
304 - 305	S21° 23' 32"E	46.60'
305 - 306	S01° 12' 03"E	109.70'
306 - 307	S87° 49' 41"W	14.50'
307 - 308	S01° 12' 03"E	627.61'
308 - 309	S01° 12' 03"E	50.01'
309 - 310	S01° 12' 03"E	391.92'
310 - 311	S88° 47' 57"W	36.48'
311 - 312	S88° 47' 57"W	13.52'
312 - 313	S88° 47' 57"W	21.00'
313 - 314	N01° 12' 03"W	363.99'
314 - 315	N89° 48' 33"W	1.50'
315 - 316	N01° 12' 03"W	22.01'
316 - 317	N13° 21' 38"W	61.72'
317 - 318	N01° 12' 03"W	49.98'
318 - 319	S89° 48' 33"E	14.50'
319 - 320	N01° 12' 03"W	333.91'
320 - 321	N89° 48' 33"W	1.50'
321 - 322	N01° 12' 03"W	15.00'
322 - 323	N01° 12' 03"W	60.02'
323 - 324	N01° 12' 03"W	15.00'
324 - 325	S89° 48' 33"E	1.50'
325 - 326	N01° 12' 03"W	360.82'
326 - 327	N89° 47' 34"W	1.50'
327 - 328	N01° 12' 03"W	18.04'
328 - 329	N45° 44' 10"W	5.70'
329 - 330	N08° 22' 45"W	30.34'
330 - 300	S89° 47' 34"E	30.30'
316 - 350	S89° 48' 33"E	1.50'
350 - 314	S01° 12' 03"E	22.01'
322 - 351	S89° 48' 33"E	1.50'
351 - 320	S01° 12' 03"E	15.00'
325 - 352	S01° 12' 03"E	15.00'
352 - 323	N89° 48' 33"W	1.50'
329 - 353	S89° 47' 34"E	5.50'
353 - 326	S01° 12' 03"E	22.01'

STATION & OFFSET TABLE

POINT	STATION	OFFSET
300	424+71.01	-9.60'
301	424+70.39	0.00'
302	424+68.38	32.50'
305	423+17.35	51.00'
306	422+07.65	51.00'
307	422+07.40	36.50'
308	415+79.79	36.48'
309	415+29.78	36.48'
310	411+37.87	36.48'
311	411+37.87	0.00'
312	411+37.87	-13.52'
313	411+37.87	-34.52'
314	415+01.86	-34.52'
315	415+01.89	-36.02'
316	415+23.90	-36.02'
317	415+84.23	-49.02'
318	416+34.21	-49.01'
319	416+33.86	-34.51'
320	419+67.78	-34.51'
321	419+67.81	-36.01'
322	419+82.82	-36.01'
323	420+42.83	-36.01'
324	420+57.84	-36.01'
325	420+57.80	-34.51'
326	424+19.93	-33.64'
327	424+20.02	-35.14'
328	424+38.58	-34.30'
329	424+43.00	-38.07'
330	424+74.31	-39.73'
350	415+23.86	-34.52'
351	419+82.78	-34.51'
352	420+42.80	-34.51'
353	424+42.53	-32.59'

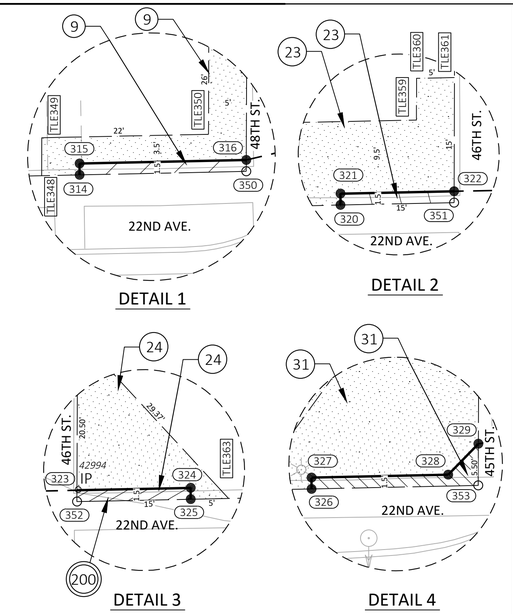
C1
R=1232.50'
L=72.05'
LCB=S4°02'24"E
LCH=72.04'

STATION & OFFSET TABLE

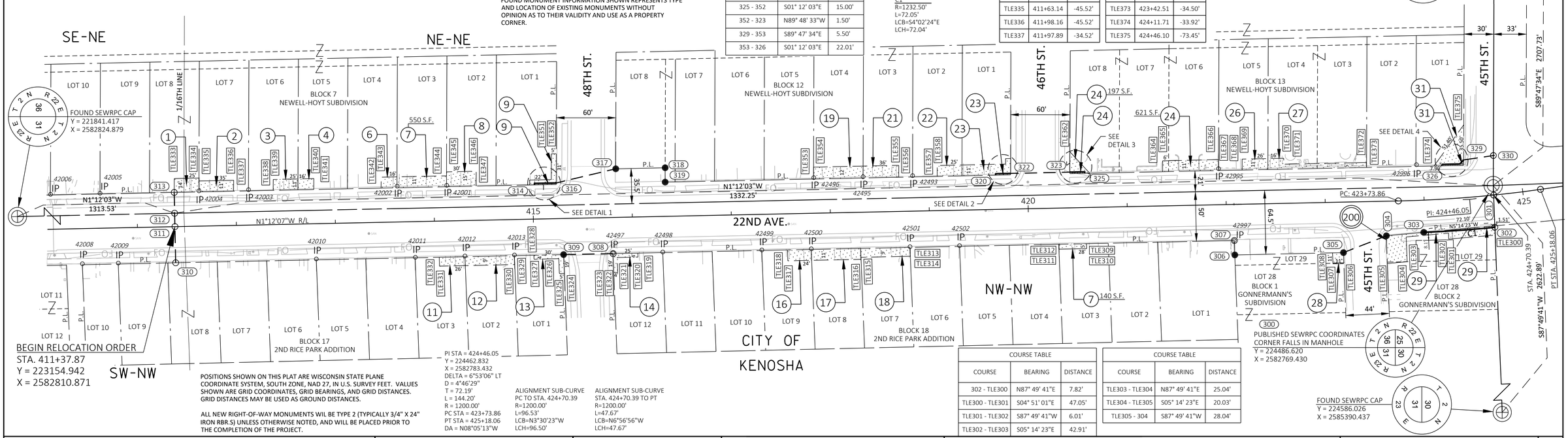
POINT	STATION	OFFSET
TLE300	424+67.91	40.31'
TLE301	424+22.39	40.51'
TLE302	424+22.53	34.50'
TLE303	423+80.90	36.53'
TLE304	423+81.16	61.56'
TLE305	423+61.55	62.95'
TLE306	423+17.53	62.00'
TLE307	423+06.53	62.00'
TLE308	423+06.34	51.00'
TLE309	420+58.07	36.49'
TLE310	420+58.15	41.49'
TLE311	420+30.15	41.49'
TLE312	420+30.06	36.49'
TLE313	418+79.82	36.49'
TLE314	418+79.98	45.49'
TLE315	418+30.10	45.49'
TLE316	418+30.14	47.49'
TLE317	417+56.22	47.49'
TLE318	417+56.02	36.49'
TLE319	416+04.80	36.49'
TLE320	416+04.87	40.49'
TLE321	415+83.86	40.48'
TLE322	415+84.13	55.48'
TLE323	415+80.13	55.48'
TLE324	415+30.12	55.48'
TLE325	415+25.12	55.48'
TLE326	415+24.85	40.48'
TLE327	414+99.85	40.48'
TLE328	414+99.78	36.48'
TLE329	414+80.11	36.48'
TLE330	414+80.27	45.48'
TLE331	414+04.30	45.48'
TLE332	414+04.14	36.48'
TLE333	411+38.21	-48.52'
TLE334	411+63.22	-48.52'
TLE335	411+63.14	-45.52'
TLE336	411+98.16	-45.52'
TLE337	411+97.89	-34.52'

STATION & OFFSET TABLE

POINT	STATION	OFFSET
TLE338	412+37.91	-34.52'
TLE339	412+38.17	-45.52'
TLE340	412+79.19	-45.52'
TLE341	412+78.92	-34.52'
TLE342	413+46.94	-34.52'
TLE343	413+47.21	-45.52'
TLE344	414+13.23	-45.52'
TLE345	414+13.32	-49.52'
TLE346	414+43.33	-49.52'
TLE347	414+42.97	-34.52'
TLE348	414+96.85	-34.52'
TLE349	414+96.98	-39.52'
TLE350	415+18.98	-39.52'
TLE351	415+19.62	-65.52'
TLE352	415+24.62	-65.52'
TLE353	417+83.80	-34.51'
TLE354	417+84.09	-46.51'
TLE355	418+70.13	-46.51'
TLE356	418+69.84	-34.51'
TLE357	419+08.73	-34.51'
TLE358	419+09.00	-45.51'
TLE359	419+78.05	-45.51'
TLE360	419+78.18	-51.01'
TLE361	419+83.18	-51.01'
TLE362	420+43.33	-56.50'
TLE363	420+62.80	-34.51'
TLE364	421+36.50	-34.51'
TLE365	421+36.76	-45.51'
TLE366	421+93.23	-45.50'
TLE367	421+92.96	-34.50'
TLE368	422+16.80	-34.50'
TLE369	422+17.07	-45.50'
TLE370	422+59.08	-45.50'
TLE371	422+58.94	-39.50'
TLE372	423+42.63	-39.50'
TLE373	423+42.51	-34.50'
TLE374	424+11.71	-33.92'
TLE375	424+46.10	-73.45'



4



POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 27, IN U.S. SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WIL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON RBR.S) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

PI STA = 424+46.05
Y = 224462.832
X = 2582783.432
DELTA = 6°53'06" LT
D = 4°46'29"
T = 72.19'
L = 144.20'
R = 1200.00'
PC STA = 423+73.86
PT STA = 425+18.06
DA = N08°05'13"W

ALIGNMENT SUB-CURVE
PC TO STA. 424+70.39
R=1200.00'
L=96.53'
LCB=N3°30'23"W
LCH=96.50'

ALIGNMENT SUB-CURVE
STA. 424+70.39 TO PT
R=1200.00'
L=47.67'
LCB=N6°56'56"W
LCH=47.67'

COURSE TABLE

COURSE	BEARING	DISTANCE
302 - TLE300	N87° 49' 41"E	7.82'
TLE300 - TLE301	S04° 51' 01"E	47.05'
TLE301 - TLE302	S87° 49' 41"W	6.01'
TLE302 - TLE303	S05° 14' 23"E	42.91'

COURSE TABLE

COURSE	BEARING	DISTANCE
TLE303 - TLE304	N87° 49' 41"E	25.04'
TLE304 - TLE305	S05° 14' 23"E	20.03'
TLE305 - 304	S87° 49' 41"W	28.04'

REVISION DATE	DATE 10/9/24	SCALE, FEET 0 50 100	HWY: C KENOSHA, 22ND AVE	STATE R/W PROJECT NUMBER 3832-01-01	PLAT SHEET 4.03	
	GRID FACTOR N/A		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER 3832-01-71	PS&E SHEET	E

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W S.F REQUIRED NEW	EXISTING	TOTAL	TLE S.F.
32	HOLY ROSARY OF POMPEII	TLE	---	---	---	3561
33	MARJ PROPERTY LLC.	FEE,TLE	48	---	48	1019
34	RACHEL FREEMAN & JOLENE H. MATSON	FEE,TLE	82	---	82	267
36	JAVIER PONCE	FEE,TLE	6	---	6	469
37	ENCARNATION REYES	TLE	---	---	---	300
38	BONITA COURSEY	TLE	---	---	---	220
39	SEAN MATTIE	FEE,TLE	2	---	2	202
41	TIMOTHY W. ARNESON	FEE,TLE	3	---	3	196
42	DAVID L. & MICHELLE L. LOBERGER	TLE	---	---	---	176
43	DENISE A. MYNOR	TLE	---	---	---	252
44	TIN WIN & BWAY PAW WIN	TLE	---	---	---	225
46	RILEY J. MORRONE	TLE	---	---	---	599
47	TIMOTHY A. DEBARTELO	TLE	---	---	---	600
48	RALPH L. NICKEL JR.	TLE	---	---	---	600
49	LOUIS D. & DOROTHY M. DALPAOS REVOCABLE TRUST	TLE	---	---	---	449
51	ALBERT J. & MELISSA A. LUCCI	TLE	---	---	---	600
52	RUTH E. ATWOOD	TLE	---	---	---	450
53	R & D INVESTMENTS LLC.	TLE	---	---	---	452
54	T & D GAGLIARDI INVESTMENTS LLC. - VENDOR THOMAS J. GAGLIARDI - VENDEE	TLE	---	---	---	449
56	BERNARD T. NIXON	TLE	---	---	---	610
57	FAITH TAYLOR	TLE	---	---	---	563
58	JACQUELENE D. WITHROW	TLE	---	---	---	563
59	PAMELA J. DIAZ	TLE	---	---	---	324
61	JOSE ALFREDO AGUILAR & INES HERRERA LOPEZ	TLE	---	---	---	240
62	MICHAEL P. & CATHERINE R. VENCES	TLE	---	---	---	471
63	TIMOTHY I. MAJERKO	TLE	---	---	---	403
64	JOSHUA J. ROEMER	TLE	---	---	---	229
66	ROBERT VERLEN PROPERTIES LLC.	TLE	---	---	---	400

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTERESTS REQUIRED
200	SIFI NETWORKS	RELEASE OF RIGHTS
201	MIDWEST FIBER NETWORKS	RELEASE OF RIGHTS

200 SIFI NETWORKS
NO RECORDED EASEMENT
PARCEL 34

201 MIDWEST FIBER NETWORKS
NO RECORDED EASEMENT
PARCEL 32

FOUND MONUMENT TABLE

POINT NAME	Y COORDS	X COORDS	IP TYPE
43824	224978.873	2582776.608	0.75" IP
43825	224930.862	2582778.356	0.75" IP
43826	224786.952	2582783.595	1.25" IP
43827	224739.020	2582785.331	1.25" IP
44006	225074.678	2582773.348	2.5" IP
44193	225688.422	2582750.651	1" IP
44194	225641.420	2582752.410	1.5" IP
44195	225594.425	2582754.151	1.5" IP
44196	225547.625	2582755.588	1.5" IP
44197	225454.765	2582759.564	1" IP
44198	225407.329	2582761.021	1.25" IP
44199	225360.444	2582762.706	1" IP
44200	225313.549	2582764.328	1" IP
44201	225266.485	2582766.016	1" IP
44202	225236.644	2582701.862	1.5" IP
44203	225286.642	2582699.967	1.5" IP
44204	225336.630	2582698.035	1.5" IP
44205	225386.618	2582696.264	1.5" IP
44206	225436.501	2582694.406	1.25" IP
44207	225536.462	2582690.715	1.5" IP
44208	225586.336	2582688.882	1.5" IP
44209	225636.318	2582687.062	1.5" IP
44210	225686.317	2582685.200	1.25" IP
44211	225736.453	2582683.254	1.25" IP
44212	225786.348	2582681.434	1.25" IP
44401	225500.512	2582757.237	0.75" IP

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

COURSE TABLE

COURSE	BEARING	DISTANCE
300 - 330	N89° 47' 34"W	30.30'
330 - 400	N08° 22' 45"W	60.86'
400 - 401	N04° 47' 11"W	66.40'
401 - 402	N02° 07' 09"W	508.78'
402 - 403	N02° 07' 09"W	50.04'
403 - 404	N02° 07' 09"W	632.84'
404 - 405	N04° 08' 49"W	2.63'
405 - 406	S89° 36' 42"E	33.12'
406 - 407	S89° 36' 42"E	7.01'
407 - 408	N87° 49' 53"E	32.05'
408 - 409	S13° 40' 04"W	25.92'
409 - 410	S02° 07' 09"E	607.89'
410 - 411	S47° 11' 38"E	3.46'
411 - 412	S01° 39' 47"E	50.00'
412 - 413	S42° 48' 43"W	2.90'
413 - 414	S02° 07' 09"E	413.06'
414 - 415	S04° 29' 24"E	65.26'
415 - 416	S10° 22' 14"E	50.52'
416 - 417	S05° 14' 23"E	53.64'
417 - 302	SEE C1 DATA	
302 - 301	S87° 49' 41"W	32.56'
301 - 300	S87° 49' 41"W	9.62'
411 - 450	S87° 49' 41"W	2.45'
450 - 410	N02° 07' 09"W	2.45'
413 - 451	N02° 07' 09"W	2.05'
451 - 412	N87° 49' 41"E	2.05'
415 - 452	S87° 49' 41"W	2.70'
452 - 414	N02° 07' 09"W	65.21'

COURSE TABLE

COURSE	BEARING	DISTANCE
401 - TLE400	S87° 52' 51"W	8.00'
TLE400 - TLE401	N02° 07' 09"W	140.24'
TLE401 - TLE402	S87° 52' 51"W	6.00'
TLE402 - TLE403	N02° 07' 09"W	55.07'
TLE403 - TLE404	N87° 52' 51"E	9.00'
TLE404 - TLE405	N02° 07' 09"W	308.67'
TLE405 - TLE406	N89° 48' 28"W	20.02'
TLE406 - TLE407	N02° 07' 09"W	5.00'
TLE407 - 402	S89° 48' 28"E	25.02'
TLE468 - TLE469	N87° 49' 41"E	15.00'
TLE469 - TLE470	S02° 07' 09"E	27.00'
TLE470 - TLE471	S87° 49' 41"W	12.18'
TLE471 - TLE472	S04° 29' 24"E	64.67'
TLE472 - TLE473	N87° 49' 41"E	24.50'
TLE473 - TLE474	S02° 07' 09"E	5.22'
TLE474 - 415	S88° 17' 22"W	27.30'
414 - TLE468	N02° 07' 09"W	31.41'
416 - TLE475	N87° 49' 41"E	20.03'
TLE475 - TLE476	S05° 14' 23"E	5.01'
TLE476 - TLE477	S87° 49' 41"W	10.01'
TLE477 - TLE300	S04° 51' 01"E	100.11'
TLE300 - 302	S87° 49' 41"W	7.82'

C1
R=1232.50'
L=104.63'
LCB=56°54'52"E
LCH=51.61'

STATION & OFFSET TABLE

POINT	STATION	OFFSET
300	424+71.01	-9.60'
301	424+70.39	0.00'
302	424+68.38	32.50'
330	424+74.31	-39.73'
400	425+36.62	-40.81'
401	426+02.35	-37.10'
402	431+07.95	-33.00'
403	431+57.99	-33.00'
404	437+90.84	-33.00'
405	437+93.47	-33.09'
406	437+92.02	0.00'
407	437+91.71	7.00'
408	437+91.74	39.05'
409	437+66.79	32.00'
410	431+58.91	32.00'
411	431+56.47	34.45'
412	431+06.47	34.05'
413	431+04.41	32.00'
414	426+91.35	32.00'
415	426+23.90	32.50'
416	425+72.22	35.16'
417	425+18.65	32.50'
450	431+56.46	32.00'
451	431+06.46	32.00'
452	426+24.09	29.81'

STATION & OFFSET TABLE

POINT	STATION	OFFSET
TLE300	424+67.91	40.31'
TLE400	426+03.03	-45.07'
TLE401	427+39.41	-41.00'
TLE402	427+39.41	-47.00'
TLE403	427+94.48	-47.00'
TLE404	427+94.48	-38.00'
TLE405	431+03.15	-38.00'
TLE406	431+03.96	-58.00'
TLE407	431+08.96	-58.00'
TLE408	431+58.76	-52.00'
TLE409	431+62.76	-52.00'
TLE410	431+62.16	-37.00'
TLE411	431+87.18	-37.00'
TLE412	431+87.02	-33.00'
TLE413	432+45.16	-33.00'
TLE414	432+45.16	-42.00'
TLE415	432+73.16	-42.00'
TLE416	432+73.16	-33.00'
TLE417	433+48.20	-33.00'
TLE418	433+48.21	-42.00'

STATION & OFFSET TABLE

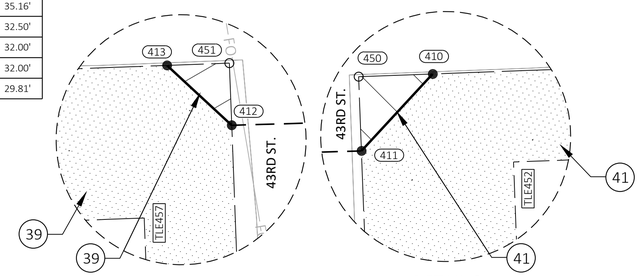
POINT	STATION	OFFSET
TLE419	433+73.21	-42.00'
TLE420	433+73.21	-45.00'
TLE421	435+23.15	-45.00'
TLE422	435+23.15	-42.00'
TLE423	435+73.06	-42.00'
TLE424	435+73.06	-45.00'
TLE425	436+23.08	-45.00'
TLE426	436+23.08	-42.00'
TLE427	437+73.21	-42.00'
TLE428	437+73.21	-33.00'
TLE429	437+66.82	62.00'
TLE430	437+61.82	62.00'
TLE431	437+61.80	37.00'
TLE432	437+24.79	37.00'
TLE433	437+24.80	45.00'
TLE434	437+06.80	45.00'
TLE435	437+06.79	37.00'
TLE436	436+94.79	37.00'
TLE437	436+94.79	32.00'
TLE438	435+62.91	32.00'

STATION & OFFSET TABLE

POINT	STATION	OFFSET
TLE439	435+62.92	45.00'
TLE440	435+31.92	45.00'
TLE441	435+31.92	42.00'
TLE442	434+60.78	42.00'
TLE443	434+60.77	32.00'
TLE444	434+18.51	32.00'
TLE445	434+18.52	44.00'
TLE446	432+65.59	44.00'
TLE447	432+65.59	47.00'
TLE448	432+50.59	47.01'
TLE449	432+50.59	32.00'
TLE450	431+89.46	32.00'
TLE451	431+89.47	35.00'
TLE452	431+61.47	35.00'
TLE453	431+61.49	55.00'
TLE454	431+56.49	55.00'
TLE455	431+06.49	60.00'
TLE456	431+03.49	60.00'
TLE457	431+03.47	37.00'
TLE458	430+79.47	37.00'

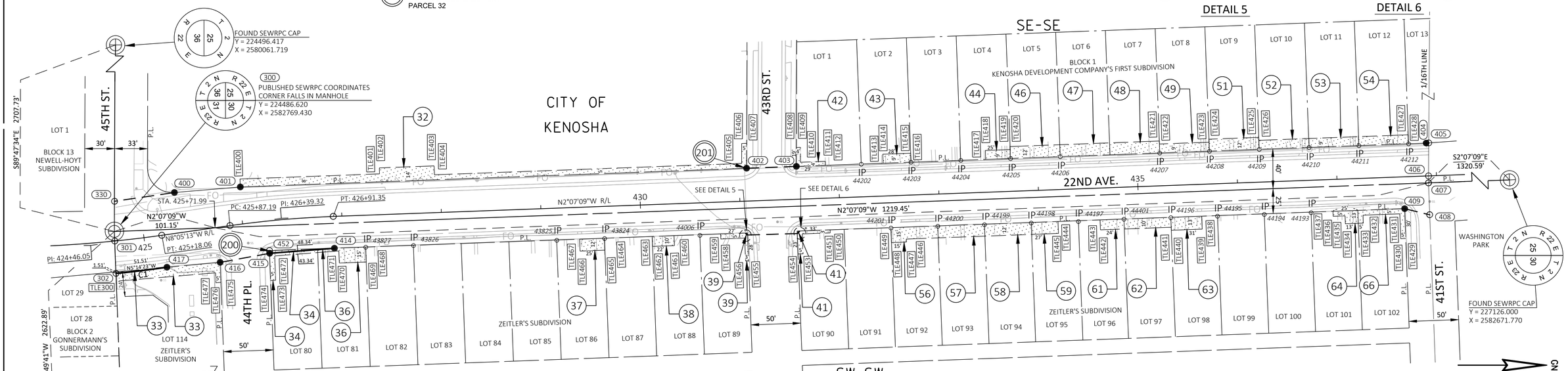
STATION & OFFSET TABLE

POINT	STATION	OFFSET
TLE459	430+79.46	32.00'
TLE460	430+32.67	32.00'
TLE461	430+32.68	42.00'
TLE462	430+10.68	42.00'
TLE463	430+10.67	32.00'
TLE464	429+62.77	32.00'
TLE465	429+62.78	44.00'
TLE466	429+37.78	44.00'
TLE467	429+37.77	32.00'
TLE468	427+22.76	32.00'
TLE469	427+22.77	47.00'
TLE470	426+95.77	47.00'
TLE471	426+95.76	34.82'
TLE472	426+28.88	35.61'
TLE473	426+27.28	60.07'
TLE474	426+21.74	59.72'
TLE475	425+70.16	55.09'
TLE476	425+65.16	54.84'
TLE477	425+66.19	44.88'



DETAIL 5

DETAIL 6



PI STA = 424+46.05
Y = 224462.832
X = 2582783.432
DELTA = 6°53'06" LT
D = 4°46'29"
T = 72.19'
L = 144.20'
R = 1200.00'
PC STA = 423+73.86
PT STA = 425+18.06
DB = N01°12'07"W

PI STA = 426+39.32
Y = 224654.354
X = 2582756.219
DELTA = 5°58'05" RT
D = 5°43'46"
T = 52.13'
L = 104.16'
R = 1000.00'
PC STA = 425+87.19
PT STA = 426+91.35

ALIGNMENT SUB-CURVE
PC TO STA. 424+70.39
R=1200.00'
L=96.53'
LCB=N3°30'23"W
LCH=96.50'

ALIGNMENT SUB-CURVE
STA. 424+70.39 TO PT
R=1200.00'
L=47.67'
LCB=N6°56'56"W
LCH=47.67'

SW-SW

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 27, IN U.S. SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WIL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON RBR.S) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

HIGHWAY	HISTORICAL BASIS OF R/W	YEAR	WIDTH
22ND AVE.	KENOSHA DEVELOPMENT COMPANY'S FIRST SUBDIVISION	1941	40'
	ZEITLER'S SUBDIVISION	1910	25'
	NEWELL-HOYT SUBDIVISION	1912	21
	GONNERMANN'S SUBDIVISION	1901	25'
45TH ST.	GONNERMANN'S SUBDIVISION	1901	44'
	NEWELL-HOYT SUBDIVISION	1912	30'

HIGHWAY	HISTORICAL BASIS OF R/W	YEAR	WIDTH
44TH PL.	ZEITLER'S SUBDIVISION	1910	50'
43RD ST.	KENOSHA DEVELOPMENT COMPANY'S FIRST SUBDIVISION	1941	50'
	ZEITLER'S SUBDIVISION	1910	50'
41ST ST.	ZEITLER'S SUBDIVISION	1910	50'

REVISION DATE	DATE 10/9/24	SCALE, FEET 0 50 100	HWY: C KENOSHA, 22ND AVE	STATE R/W PROJECT NUMBER 3832-01-01	PLAT SHEET 4.04
	GRID FACTOR N/A		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER 3832-01-71	PS&E SHEET	E

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W S.F REQUIRED NEW	EXISTING	TOTAL	TLE S.F.
67	DAN & CHRISTINA M. PROUD	TLE	---	---	---	235
68	CITY OF KENOSHA	TLE	---	---	---	3529

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTERESTS REQUIRED
N/A	N/A	N/A

PI STA = 439+44.01
Y = 225958.251
X = 2582707.973
DELTA = 1°34'08" LT

PI STA = 442+63.78
Y = 226277.359
X = 2582687.405
DELTA = 1°27'03" LT

PI STA = 445+15.91
Y = 226528.476
X = 2582664.822
DELTA = 1°00'14" RT

PI STA = 447+28.47
Y = 226740.482
X = 2582649.495
DELTA = 2°01'02" RT

FOUND MONUMENT TABLE			
POINT NAME	Y COORDS	X COORDS	IP TYPE
44213	225958.911	2582669.917	2" IP

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT
OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

COURSE TABLE		
COURSE	BEARING	DISTANCE
407 - 406	N89° 36' 42"W	7.01'
406 - 405	N89° 36' 42"W	33.12'
405 - 500	N04° 08' 49"W	92.04'
500 - 501	N04° 07' 53"W	60.04'
501 - 502	N04° 08' 38"W	741.93'
502 - 503	S82° 12' 59"E	37.38'
503 - 504	S82° 12' 59"E	35.37'
504 - 505	S82° 12' 59"E	9.01'
505 - 506	S04° 08' 38"E	856.57'
506 - 408	S13° 40' 04"W	26.05'
408 - 407	S87° 49' 53"W	32.05'
505 - TLE505	S04° 08' 38"E	21.88'
TLE505 - TLE506	S70° 12' 59"E	13.13'
TLE506 - TLE507	S04° 08' 38"E	119.25'
TLE507 - TLE508	N70° 12' 59"W	13.13'
TLE508 - TLE505	N04° 08' 38"W	119.25'
TLE508 - TLE509	S04° 08' 38"E	125.82'
TLE509 - TLE510	N85° 44' 37"E	10.00'
TLE510 - TLE511	S30° 43' 53"E	42.45'
TLE511 - TLE512	S04° 08' 38"E	33.00'
TLE512 - TLE513	S85° 44' 37"W	24.00'
TLE513 - TLE514	S04° 08' 38"E	13.00'
TLE514 - TLE515	S85° 44' 37"W	5.00'
TLE515 - TLE509	N04° 08' 38"W	84.00'
TLE515 - TLE516	S04° 08' 38"E	415.57'
TLE516 - TLE517	N87° 49' 41"E	5.00'
TLE517 - TLE518	S04° 08' 38"E	67.04'
TLE518 - TLE519	S87° 49' 41"W	5.00'
TLE519 - TLE516	N04° 08' 38"W	67.04'
TLE519 - 506	S04° 08' 38"E	23.01'

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
405	437+93.47	-33.09'
406	437+92.02	0.00'
407	437+91.71	7.00'
408	437+91.74	39.05'
500	438+85.45	-36.35'
501	439+46.50	-38.40'
502	446+88.77	-36.58'
503	446+81.05	0.00'
504	446+73.75	34.61'
505	446+71.89	43.43'
506	438+16.81	46.14'

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
TLE500	438+50.45	-35.11'
TLE501	438+50.45	-40.11'
TLE502	438+80.45	-41.18'
TLE503	438+80.45	-53.18'
TLE504	438+85.45	-53.36'
TLE505	446+50.01	43.43'
TLE506	446+44.68	55.43'
TLE507	445+25.43	55.45'
TLE508	445+30.76	43.45'
TLE509	444+04.19	41.52'
TLE510	444+04.03	51.52'
TLE511	443+65.75	69.85'
TLE512	443+32.75	69.28'
TLE513	443+33.12	45.28'
TLE514	443+20.12	45.06'
TLE515	443+20.20	40.06'
TLE516	439+06.81	42.96'
TLE517	439+06.81	47.96'
TLE518	438+39.81	50.33'
TLE519	438+39.81	45.33'

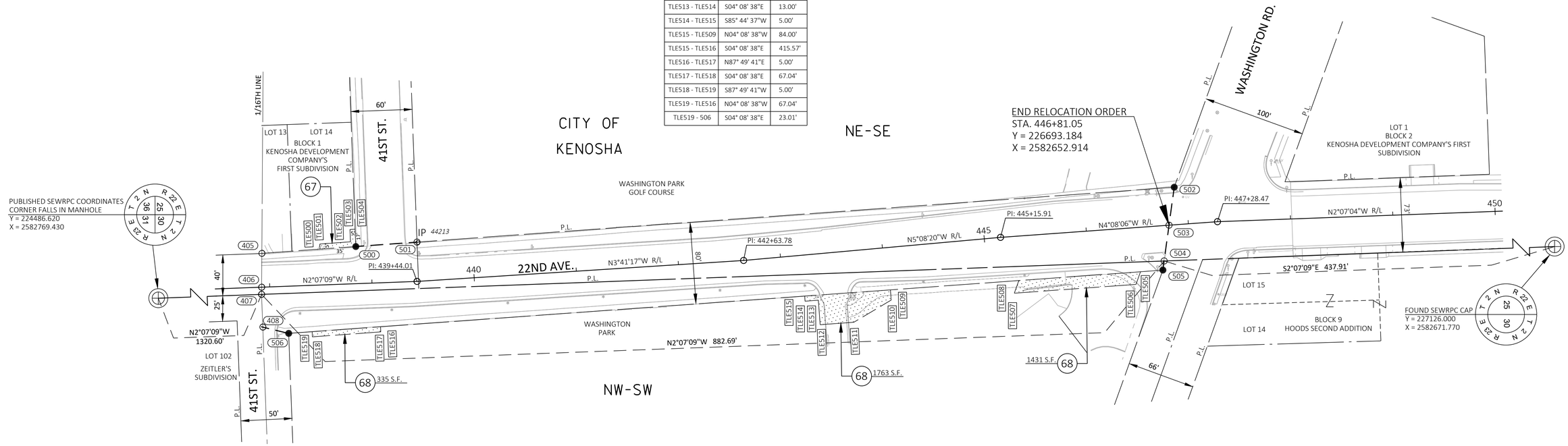
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 27, IN U.S. SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WIL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON RBR.S) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

GN

HIGHWAY	HISTORICAL BASIS OF R/W	YEAR	WIDTH
22ND AVE.	KENOSHA DEVELOPMENT COMPANY'S FIRST SUBDIVISION HOODS SECOND EDITION ZEITLER'S SUBDIVISION	1941 1920 1910	73' 0' 25'
WASHINGTON RD.	KENOSHA DEVELOPMENT COMPANY'S FIRST SUBDIVISION HOODS SECOND EDITION	1941 1920	50' 33'
41ST ST.	KENOSHA DEVELOPMENT COMPANY'S FIRST SUBDIVISION ZEITLER'S SUBDIVISION	1941 1910	30' 25'

4



4

REVISION DATE 2/1/23	DATE 10/9/24	SCALE, FEET 0 50 100	HWY: C KENOSHA, 22ND AVE	STATE R/W PROJECT NUMBER 3832-01-01	PLAT SHEET 4.05
	GRID FACTOR N/A		COUNTY: KENOSHA	CONSTRUCTION PROJECT NUMBER 3832-01-71	PS&E SHEET E

PROPERTY USE AGREEMENT

By and Between

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

THROUGH THE BOARD OF PUBLIC WORKS

And

SUPER EXCAVATORS, INC.
A Wisconsin Corporation

This PROPERTY USE AGREEMENT (this "Agreement") is made as of the last signature below ("Effective Date") between The City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation ("City") through the Board of Public Works, and Super Excavators, Inc., N59 W14601 Bobolink Avenue, Menominee Falls, WI 53051, a Wisconsin corporation ("Super").

RECITALS

Whereas, City owns a vacant parcel of land commonly referred to as "Block C" more specifically described in Exhibit "A" attached and made a part hereof ("Block C").

Whereas, City and Super have agreed to the terms and conditions to permit the short term use of a portion of Block C for use as a construction storage area for soil stockpiles to be used in conjunction with the City's Multi-Plate Project ("Project").

Whereas, City and Super will enter into this Agreement to permit the temporary use of a portion of Block C on the terms and conditions set forth herein.

Now Therefore, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and Super hereby agree as follows:

1. Property Use Agreement. City agrees to permit Super to use Block C, and Super agree to use Block C on an "as-is" "where is" basis, on the terms and conditions set forth in this Agreement. Use of Block C shall be limited to the area more specifically described in Exhibit A attached hereto and incorporated herein by reference.

2. Term. The term of this Agreement shall begin on October 15, 2024 ("Commencement Date") and end on December 31, 2024 ("Expiration Date"). The time period between the Commencement Date and the Expiration Date is sometimes herein referred to as the "Term". Notwithstanding anything to the contrary otherwise stated in this Agreement, either party, for its convenience and

any or no reason, may upon thirty (30) calendar days prior written notice to the other terminate this Agreement, without liability, the same as if the termination date contained in the notice were the final Expiration Date of this License.

3. Fee. Super agree to pay to City a fee for the full Term in the amount of $1.00, which shall be due in a single installment within ten (10) business days after the Effective Date. Unless otherwise directed by City, all payments due under this Agreement shall be made payable to the City at the City's address as specified below.

4. Use. Super shall use the Block C solely as a construction staging and lay down area, primarily for storing materials which will be used in the construction of the Project. The foregoing described use is sometimes herein referred to as the "Intended Use".

5. Prohibited Uses. Super shall not use, or allow use of, the Block C for any activity other than for the Intended Use, without the prior written consent of City. Super's failure to comply with the foregoing shall be deemed a material default under the terms of this Agreement giving rise to City's right, in its sole discretion, to terminate this Agreement and pursue all remedies allowable hereunder and all applicable laws.

6. Personal Property. All personal property, equipment and machinery used by Super on Block C, unless transferred to City by written instrument, are and shall remain Super's property free and clear of any claim by City. Super shall have the right to remove the same at any time during the Term; provided that all damage to Block C caused by such removal shall be repaired by Super at its expense.

7. Damage to Block C; Surrender of Block C. Upon Super's removal of its personal property from the Block C, or in the event of any physical damage to the surface of the Block C as a result of Super's occupancy of and work upon the Block C, Super shall properly restore, replace, or repair the surface of Block C to the original condition as near as may be reasonably possible at Super's sole cost and expense.

8. Hazardous Materials. Super shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials. Super shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought onto the Block C, any such materials or substances except to use in the ordinary course of Super's business, and then only after written notice is given to City of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Super to City upon demand as additional charges if such requirement applies to the Block C. In addition, Super shall execute affidavits, representations and the like from time to time at City's request concerning Super's best knowledge and belief regarding the presence of hazardous

substances or materials on the Block C. In all events, Super shall indemnify City in the manner elsewhere provided in this License from any release of hazardous materials on the Block C occurring while Super is in possession, or elsewhere if caused by Super or persons acting under Super. This provision shall survive the expiration or earlier termination of the License.

9. Indemnification. Super does hereby agree that it will indemnify, defend and hold harmless City and City of Kenosha Board of Public Works and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on Block C or as a result of any operations, works, acts or omissions performed on Block C by Super, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted Super, or resulting from Super's failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of Block C or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with City or the City of Kenosha Board of Public Works of a claim for damages arising out of any incident(s) which Super herein agrees to indemnify, defend and hold Indemnitees harmless, Super shall be notified of such claim, and in the event that Super does not pay, settle or compromise such claim, then the Super shall undertake the legal defense of such claim both on behalf of Super and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Super and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Super is liable hereunder shall be conclusive against Super as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

10. Insurance. Prior to use of Block C for use in conjunction with development of the Project, Super shall procure and maintain, insurance policies as hereinafter specified to insure against all risk and loss on the dates of use of Block C, by Super, its contractor, agents, representatives, employees or subcontractors. A Certificate of Liability Insurance evidencing insurance in force and effect in the minimum amount of two million dollars ($2,000,000.00), each occurrence, two million dollars ($2,000,000.00) general aggregate providing coverage for claims involving death, personal injury and property damage, Automobile Liability (owned, non-owned, leased) in the minimum amount of two million dollars ($2,000,000.00), each occurrence, two million dollars ($2,000,000.00) general aggregate, and an Umbrella Policy in the amount of ten million dollars ($10,000,000.00) which shall have the same protection/coverage as the primary policy. The City and City of Kenosha Board of Public Works shall be named as an additional insured with respect to the above insurance coverages. All policies maintained will provide by endorsement that said policies are primary, non contributory with and not supplemental to the coverage that the City may carry, and waive all claims of subrogation and or contribution against

the City and City of Kenosha Board of Public Works their offices and employees the insurer may have arising out of the operation of the named insured. Super shall provide copies of the additional insured endorsement, the cancellation endorsement and the waiver of subrogation endorsement to the City for approval. However, failure to do so shall not operate as a waiver of these insurance requirements.

11. Assignment. Tenant shall not assign or sublet this Lease without Landlord's prior written consent which consent may be given or withheld in the sole and absolute discretion of Landlord

12. Surrender of Property. Upon the expiration or termination of this Agreement, Super shall surrender Block C to City, in a condition that is the same or similar to the condition it was in prior to Super use, including, leveling the ground, removing all debris, including surface rocks and gravel, leaving at least six (6) inches of clean dirt fill on the surface, planting grass seed or sod and arranging for watering the ground (or sod) for at least six (6) months. Grass remediation will be complete no later than June 30, 2025.

13. Default Remedies Against Super. In the event Super fails to cure a Super Event of Default within any applicable time period, without further notice City may terminate this Agreement and enter into Block C, or any part thereof, pursuant to and in accordance with applicable law and expel Super, or any person occupying the same, and repossess and enjoy the Premise and exercise and and all other rights and remedies available according to the laws of the State of Wisconsin.

14. Notice. Any notice required to be given in this Agreement by any of the Parties is to be by certified mail with return receipt or by personal service addressed to Developer, City or Utility set forth below. Any Party may designate a different address by delivering, sending, or serving written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to City:	City Clerk/Treasurer Municipal Building, Room 105 625 52nd Street Kenosha, Wisconsin 53140
with copies to:	City Attorney Municipal Building, Room 201 625 52nd Street Kenosha, Wisconsin 53140
	Director of Public Works Municipal Building, Room 305 625 52nd Street Kenosha, Wisconsin 53140

Director of Finance
Municipal Building, Room 208
625 52nd Street
Kenosha, Wisconsin 53140

If to Super: Super Excavators, Inc.
N59 W14601 Bobolink Avenue
Menominee Falls, WI 530511

15. Severability. Any covenant, condition or provision of this Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Agreement are declared to be severable.

16. Exhibits Incorporated by Reference. The exhibits attached to this Agreement are made a part of this Agreement and are incorporated herein by reference.

17. Choice of Law and Venue. This Agreement and the conditional use permit shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued i.n court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

18. Waiver of Breach or Violation not Deemed Continuing. Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this Agreement or in any document delivered pursuant to this Agreement and (c) waive any compliance by the other Parties with any of the agreements or conditions contained in this Agreement. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this Agreement. No breach or violation of any provision of this Agreement shall be waived except by an agreement in writing signed by the waiving Party.

19. Construction. The Parties agree that each Party has contributed substantially and materially to the preparation of this Agreement and that as a result, this Agreement shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for City.

20. Amendment. This Agreement may only be amended by the mutual written consent of the Parties.

Signature pages follow

SUPER EXCAVATORS, INC.
A Wisconsin Corporation

BY: _____
Tim Benson, Vice President

DATE: 10/11/24

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this 11th day of October, 2024, Tim Benson, of Super Excavators, Inc., a Wisconsin corporation, to me known to be such Vice President, and acknowledged to me that he/~~she~~ executed the foregoing instrument as such Officers of said corporation, by its authority.

SARAH E OLSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Sarah E Olsen
Notary Public, Kenosha County, WI.
My Commission expires/is: 9/4/2027

BOARD OF PUBLIC WORKS
FOR THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JACK ROSE, Chairperson

DATE: _____

BY: _____
BRIAN CATER, Director of Public Works

DATE: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, Jack Rose, Chairperson and Brian Cater, Director of Public Works of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Chairperson and Director of Public Works, and acknowledged to me that they executed the foregoing instrument as such officers of said City, by its authority.

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

EXHIBIT A

CITY BLOCK "C" LEGAL DESCRIPTION

Tax Parcel No. I 2-223-31-403-001	Address: 5407-8th Avenue Document No. 1837357
Tax Parcel No. l 2-223-31-403-008	Address: 7th Avenue Document No. 1837357
Tax Parcel No. l 2-223-31-403-009	Address: 700-55th Street Document No. 1837357

All of a 20-foot Public Alley running east and west through Block 16 The above Tax Parcel Nos. and 20-foot Public Alley when combined will be hereinafter called CITY BLOCK "C" and being more particularly described as follows:

Part of Blocks 16 and 92 in the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Register of Deeds Office, on May 7, 1859, per Document Number SP3 and per Plat Number 5277; ALSO being part of the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian being more particularly described as follows:

Beginning at the northeast corner of Lot 4 of CERTIFIED SURVEY MAP NO. 2159, a plat of record of record file at the Kenosha County Land Registry, on November 16, 1999 and per Document No. 1165695, which point of beginning is the southwest corner of 54th Street and 7th Avenue; thence S 10°29'35"E along and upon the west line of 7th Avenue, 251.96 feet and to the northwest corner of 7th Avenue and 55th Street; thence S79°22'57"W along and upon the north line of 55th Avenue, 238.71 feet and to the northeast corner of 55th Street and 8th Avenue; thence N 14 °51 '20"W along and upon the east line of 8th Avenue, 254.00 feet and to the northwest corner of the aforesaid LOT 4, which corner is southeast corner of 8th Avenue and 54th Street; thence S79°40' 54"E along the south line of 54th Street, 258.03 feet and to the point of beginning. Containing 1.440 acres, more or less. Subject to easements and restrictions of record.

The above legal descriptions were created from prior surveys by former City of Kenosha Surveyor Kenneth J. Kanyuh (S-2189) from the south line of 52nd Street to the south line of 55th Avenue andfrom the west line of 6th Avenue to the east line of State Trunk Highway "32" (Sheridan Road).

BLOCK C TEMPORARY STORAGE AREA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
Company - St. Louis
825 Maryville Centre Drive, Suite 200
Chesterfield MO 63017

CONTACT NAME: Josh McDonough
PHONE (A/C, No, Ext): 314-594-2661 FAX (A/C, No): 888-307-1561
E-MAIL ADDRESS: josh.mcdonough@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : Travelers Indemnity Company of CT	25682
INSURER E :	
INSURER F :	

INSURED SUPEREXCAV1
Super Excavators, Inc.
N59 W14601 Bobolink Ave.
Menomonee Falls, WI 53051

COVERAGES **CERTIFICATE NUMBER:** 1170885692 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			CO3P392288	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			8103P406168	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			CUP3P447901	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB3P373317	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project #18-1128: Multi-Plate Storm Sewer Improvements
City of Kenosha, Ruekert & Mielke, Inc and Earthgrains Baking Company, LLC are included as Additional Insured(s) for General Liability, Automobile Liability and Umbrella/Excess Liability with respect to work performed by the Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
A 30 day notice of cancellation will be given to the named Certificate Holder, for reasons other than non-payment of premium or Insured's request. This 30 day notice of cancellation only applies to General Liability, Automobile Liability, Workers' Compensation and Umbrella/Excess Liability.

CERTIFICATE HOLDER
City of Kenosha
625 52nd St., Room 305
Kenosha WI 53140

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sam Patterson

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