



## Public Works, Parks & Facilities Committee

Robert Grove, Chair  
Tom Hincz, Vice-Chair  
Monte G. Osterman, Secretary  
Mike Dawson  
Katlynn Gills, Youth in Governance Representative  
Jillian Humphreys, Youth in Governance Representative

Nick Demske  
Fabi Maldonado  
Tom Kramer

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### MEETING NOTICE

**DATE:** March 12, 2020 (Thursday)

**TIME:** 6:00 p.m.

**PLACE:** PUBLIC WORKS & DEVELOPMENT SERVICES CONFERENCE ROOM  
Ives Grove Office Complex  
14200 Washington Avenue  
Sturtevant, Wisconsin 53177

*This location is handicap accessible. If you have other special needs, please contact the Public Works & Development Services Department at (262) 886-8440.*

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### AGENDA

1. Call to order
2. Review and possible approval of the February 11, 2020 summary minutes.
3. Review, discussion and possible action on an agreement between Racine County and the Brown's Lake Ski Club (aka Aqua Ducks).
4. Review, discussion and possible action on the establishment of a Railroad Quiet Zone from Hill Valley Road in the Town of Waterford through the Village of Rochester at CTH D and CTH FF crossings (Requested by the Village of Rochester Board).
5. Review, discussion and possible action on the reappointment of Dan Petersen and Frank Sterbin to the Golf Course Improvement Committee.
6. Communications and referrals
  - Letter from a Kenosha County resident regarding bike path winter maintenance.
  - Waste wood and wood chip program and form
7. Miscellaneous Public Works business
  - Next scheduled PWPFC meeting: March 26, 2020, if warranted.
8. Adjournment

# ***DRAFT***

## **RACINE COUNTY PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE MEETING** **THURSDAY, FEBRUARY 11, 2020 - SUMMARY MINUTES**

(NOTE: Audio recording from Racine County is available upon request. These minutes are intended as a summary of actions taken by the Committee and do not include verbatim or detailed accounts of all comments made by staff, the Committee and members of the general public present at the meeting.)

Public Works-Development Services Conference Room  
Ives Groves Office Complex  
14200 Washington Avenue  
Sturtevant, WI 53177

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**Committee Present:** Robert Grove, Mike Dawson,  
Tom Kramer, Nick Demske

**Committee Excused:** Monte G. Osterman, Fabi Maldonado, Tom Hincz

**Youth in Governance  
Representatives Present:** Katlynn Gill, Jillian Humphreys

**Staff Present:** Julie Anderson, Public Works & Development Services Director  
Dave Prott, Highway Superintendent  
David Cooke, County Board Vice-Chair  
Don Trottier, County Board Supervisor  
Jonathan Delagrave, Racine County Executive

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### **1. Call to Order, Roll Call**

The meeting was called to order at 5:00 p.m. by Chairman Robert Grove.

### **2. Review and possible approval of the January 23, 2020, summary minutes**

**SUPERVISOR Tom KRAMER MOVED, seconded by Supervisor DAWSON, to approve the January 23, 2020, summary minutes as presented.**

#### **YOUTH REPRESENTATIVES' ADVISORY VOTES:**

Youth Representative Gill: aye

Youth Representative Humphreys: aye

**Motion carried unanimously. VOTE: 4/0**

**3. Discussion regarding the status of Caledonia-Mt Pleasant Memorial Park in Franksville.**

Anderson, Prott and Co Exec Delagrave informed the Committee about the status of the Caledonia-Mt Pleasant Park. It is a 55-acre site and there are several shelters, buildings and a large playground that all need repair and/or maintenance. It is possible that the Villages may ask the County to take over the Park. At this time, the Villages of Caledonia and Mt Pleasant are determining how to move forward. County park and highway staff have visited the park and conducted a quick inventory of the conditions of the structures in the park. There appears to be a lot of deferred maintenance to be addressed, including roofs and support beams and some foundations. In addition, several dead or diseased trees in the park have been marked for removal, which the Village of Caledonia is handling this winter.

Discussion followed. Racine County Parks does have the capacity to take on this park, but it would likely require the hiring of another park manager, along with expansion of mowing contracts, etc. The County Executive noted that since this park is along the Highway K corridor, it is highly visible, and the concern is that the park needs to have on-going maintenance and upkeep and not become an eyesore. Racine County has experience with maintaining and running parks.

At this time, no action is needed by the Committee. This item was for information only. **There was no action taken by the Committee.**

**4. Review, discussion and recommendation on an Ordinance to temporarily reduce speed limits near the intersection of CTH C and CTH V (1<sup>st</sup> reading requested at February 11, 2020 County Board meeting.)**

Anderson and Prott explained to the Committee that with the installation and activation of the light signals at the intersection of CTH V & C, it is now necessary to reduce the speed limit to slow traffic down as it enters that intersection. Posted speed limits are currently 45-55mph. The plan is to lower the speed limits to 35 mph for an area that extends north, south, east and west of that intersection for 850 feet. The intersection is currently very narrow, and pavement widening will be needed and hopefully accomplished in 2020 to add a few feet of width to the lanes.

Anderson also reported that the social media feedback about the new signals has been very positive, and the general feeling is that the traveling public is happy with the new signals at that intersection.

**SUPERVISOR Nick DEMSKE MOVED, seconded by Supervisor KRAMER, to approve the lowering of the speed limit as proposed by staff, with first reading at the February 11, 2020 County Board meeting.**

**YOUTH REPRESENTATIVES' ADVISORY VOTES:**

Youth representative Gill: aye

Youth representative Humphreys: aye

**Motion carried unanimously. VOTE: 4/0**

**5. Communications and Referrals**

NONE

**6. Miscellaneous Public Works Business**

Next scheduled PWPFC meeting: February 27, 2020 (unless a special meeting is requested before that date at the call of the Committee Chair).

**7. Adjournment**

There being no further business, **Supervisor Tom KRAMER moved**, seconded by **Supervisor DEMSKE**, to adjourn at 5:30 p.m. **Motion carried unanimously. VOTE: 4/0**

## RACINE COUNTY PARK AGREEMENT

**THIS AGREEMENT**, entered into between Browns Lake Ski Club (hereinafter referred to as "**CLUB**"), and Racine County, a municipal corporation of the State of Wisconsin (hereinafter referred to as "**County**")

### WITNESSETH:

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree, warrant and covenant as follows:

1. **COUNTY** shall permit the **CLUB** to use certain portions of Fischer Park to put on ski shows and to conduct practice sessions. The portion of the park that the **CLUB** is permitted to use is described as set forth in Exhibit "A", which is attached hereto and incorporated herein. The times at which the **CLUB** is permitted to use said portions of Fischer Park shall be determined by mutual written agreement of the parties from time to time. The initial times at which the **CLUB** is permitted to use said portions of Fischer Park are set forth in Exhibit "B" which is attached hereto and incorporated herein and which can be changed by mutual written agreement of the parties from time to time.
2. **COUNTY** agrees to allow only **CLUB** official team members free admission to Fischer Park with a season pass, for the purpose of participating in practice sessions as set forth in Paragraph 1 above. The **Club** shall provide a roster of official team members to the **County** on or before May 1<sup>st</sup> and official team member passes will be mailed to the **CLUB** by **COUNTY**.
3. **COUNTY** agrees to allow only boats owned by the **CLUB** free launching at Fischer Park with a season pass, for the purpose of participating in practice sessions as set forth in Paragraph 1 above. The **Club** shall provide the number of boats/trailers to the **County** on or before May 1<sup>st</sup> and launch passes will be mailed to the **CLUB** by **COUNTY**.
4. **CLUB** agrees to clean up and maintain the areas of Fischer Park involved with the ski show and practice sessions, including but not limited to, the site described in Exhibit "A". Said clean up and maintenance shall be done on the dates set forth in Exhibit "B" and a schedule shall be updated by the **CLUB** and sent to **County** prior to the start of each subsequent year of this contract.
5. **CLUB** shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in amounts set out below. In the event of any action, suit, or proceedings against **COUNTY** upon any matter herein indemnified against, **COUNTY** shall, within a reasonable time, cause notice in writing thereof to be given to **CLUB** by certified mail, addressed to its post office address; provided that the failure to give such notice shall not relieve the indemnifying party of its obligations under paragraph 7 except to the extent that the indemnifying party is actually prejudiced by such failure to give said notice. The

**CLUB** shall maintain at its own expense and provide to the **COUNTY** prior to the start of each year of this contract with current Certificates of Insurance that provide the following coverage: Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract including any damages arising out of negligent acts, errors and omissions. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. In the event the **CLUB** sells fermented malt beverages as noted in paragraph 11., the **CLUB** and its **sponsor** must each obtain \$1,000,000 liquor liability insurance and provide said evidence and certificates of insurance no later than 15 days before the sale of said fermented malt beverages. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate. **COUNTY**, and its officers and employees shall be named as additional insured on **CLUB's** general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. **COUNTY** shall receive a 7-day notice prior to cancellation of any policy. A copy of Certificates of Insurance and the referenced policies shall be mailed to **COUNTY** within 30 days of the beginning of this contract and then prior to the start of each subsequent year.

6. **CLUB** shall be responsible for providing, maintaining and anchoring the ski jump. **COUNTY** shall have no obligation whatsoever regarding the ski jump. **CLUB** shall at all times, other than ski shows and practice sessions, keep the ski jump in a safe and secure position anchored at or on the shore and shall follow any and all other reasonable rules and regulations concerning the ski jump as set forth by **COUNTY**.

7. To the fullest extent permitted by law, **CLUB** agrees to indemnify and hold harmless the **COUNTY**, its elected and appointed officials, directors, officers, employees, or authorized representatives or volunteers from and against all suits, actions, liabilities, legal or administrative proceedings, claims, demands, damages, injuries, interest, attorneys' fees, costs and expenses of any kind, which arise out of or are connected with this agreement, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the **CLUB**, **CLUB's** invitees or visitors, or any subcontractor or other representative of the **CLUB**, or any officer, employee or agent of the subcontractor of the **CLUB**, or anyone acting under the direction or control or on behalf of the **CLUB**. The **CLUB** shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorney's fees. The intent of this indemnification agreement is to relieve the **COUNTY** of any cost or liability arising out of the services or acts performed by the **CLUB** under this contract and the **CLUB** shall reimburse the **COUNTY** and its representatives for any and all legal expenses incurred in enforcing this indemnity provision. The **CLUB's** indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the **COUNTY**. **CLUB** shall immediately notify **COUNTY** of any injury or death of any person or property damage on **COUNTY's** premises or any legal action taken against **CLUB** as a result of any said injury or damage. The **CLUB's**

insurance shall be primary to any other coverage carried by the parties and specifically provide for the coverage required under paragraph 5 of this agreement.

8. **CLUB** shall obey all rules, ordinances and regulations of the Town of Burlington, County of Racine, and the State of Wisconsin. **CLUB** is responsible for obtaining any exceptions to the provisions of the Town of Burlington's ordinance regarding its ski show.

9. **CLUB** shall not make any changes to Fischer Park without first obtaining the prior written approval of **COUNTY**.

10. **CLUB** shall be allowed for the term of this contract, to sell food and beverage (water/soda/ Nonalcoholic beverages) to support fund raising efforts of the **CLUB**. **CLUB** shall provide County with a mutually agreed upon site use plan (map of location) food will be sold and any modifications shall be approved by **COUNTY**. **CLUB** will provide all bulk dumpsters for disposal of contents of trash made by the sale of food and beverages containers. **CLUB** shall obtain all necessary permits and/or licenses, for food and beverage sales and agrees to be solely responsible for determining what permits/licenses are necessary. Either party can terminate the sale of food and beverage (water/soda/ Nonalcoholic beverages) to support fund raising efforts of the **CLUB** for any reason or no reason and without any notice necessary.

11. **CLUB** shall be allowed to sell fermented malt beverage to support fund raising efforts of the **CLUB**. **This approval is only for the first year of this contract.** **CLUB** shall in writing on or before the 1<sup>st</sup> of February of the subsequent years of this contract ask for consideration and approval of the Public Works, Parks and Facilities Committee for the continuation to sell fermented malt beverage to support fund raising efforts of the **CLUB**. **County** shall notify **CLUB** by letter if approval is granted moving into the next year or season. Either party can terminate the sale of the fermented malt beverages for any reason or no reason and without any notice necessary. A non-refundable administrative fee of \$1,000.00 will be charged annually each year of this contract when fermented malt beverages are sold. This fee shall be non-refundable. It is the understanding glass decanters WILL NOT be allowed for use in Fischer Park for this approval.

12. **CLUB** shall update all provisions that govern the sale of fermented malt beverages as a condition of approval moving into the next year of the contract. All provisions shall be updated and submitted with written communication when asking for consideration and approval of the Public Works, Parks and Facilities Committee for the continuation of sales for fermented malt beverage to support fund raising efforts of the **CLUB**.

13. Existing trash containers may be used, and liners shall be used and replaced by **CLUB** for the duration of the season. **CLUB**. Will be responsible for disposal of the trash into the designated bulk dumpsters after each event.

14. Existing restroom facilities will be open and available for use. **CLUB** will provide any portable restroom facilities if necessary, to be placed in mutually agreed upon locations.

15. **CLUB** will provide **COUNTY** with a mutually agreed upon site use plan attached hereto as Exhibit "C" indicating location of fermented malt beverage sales, food trucks and any other amenity and **CLUB** will provide **COUNTY** with a mutually agreed upon detailed

security plan that shall be in place for the entire event/show from the time the fermented malt beverage sales start until 1 hour after sales stop.

16. **CLUB** will provide **COUNTY** with a mutually agreed upon parking plan included in Exhibit "C", detailing attendants that shall be available for the entire event and the **CLUB** agrees to abide by and enforce a no parking on the grass prohibition during the shows. **CLUB** shall also provide **COUNTY** with a written staffing assignment plan. Number and location of staff expected shall be identified on the required site use plan.

17. **CLUB** shall obtain all necessary permits and/or licenses, for alcohol, and shall provide documentation of the same to the County each year approved. Additionally, **CLUB** agrees to be solely responsible for determining what permits/licenses are necessary.

18. **CLUB** agrees to follow all health guidelines designated by the Health Department and any appropriate municipalities or other governmental bodies.

19. **CLUB** shall promptly restore the event space and any other portions of Fischer Park accessed for the purpose of exercising the rights herein granted to the same or better condition it was in immediately prior to accessing the site and shall promptly – within 24 hours after completion of the weekend events – clean and, with the **COUNTY**'s written consent, repair at its own cost any damage to the site caused by **CLUB**, **CLUB**'s representatives, guests, visitors, and customers. A representative of the **COUNTY** may survey or cause the **CLUB** to survey the site to ensure the restoration is done in compliance with this paragraph. The **COUNTY** shall have the authority to reasonably determine whether the cleanup and/or restoration work has been done to the satisfaction of this condition and may reasonably direct **CLUB** to perform additional work to restore the site to the same condition it was in immediately prior to accessing the site. The **COUNTY** shall in no way use this discretion to direct restoration work to be performed which would constitute an improvement on the site above and beyond the condition it was in immediately prior to **CLUB**'s use of the site. Any inspection or other services provided by the **COUNTY** to ensure **CLUB**'s compliance with this paragraph will be at **CLUB**'s expense, and the **COUNTY** may issue to **CLUB** invoices for the reasonable cost of inspections or other services to ensure compliance.

20. Rental or provision of any special equipment, including chairs and decorations is the exclusive responsibility of the **CLUB**.

21. **CLUB** shall be allowed to maintain a pier on the property. **CLUB** shall specifically maintain signage on the pier indicating that it is not for public use.

22. **CLUB** shall be allowed to maintain a stage on the property.

23. Certain bleachers have been placed at Fischer Park to allow the public to view shows put on by the **CLUB**. **CLUB** shall have the duty to inspect said bleachers and to report any and all safety problems and dangers to **COUNTY**. The **COUNTY** shall assist with materials necessary to repair existing bleachers and the **CLUB** shall make the necessary repairs. **Once the existing bleachers are unrepairable, the CLUB shall purchase and maintain at CLUB's sole expense, any future bleacher needs beginning with the 2020 contract. In the event the**



**bleachers are portable and can be easily dismantled and moved, then the CLUB may remove them. Any such improvements that become fixtures to the land shall revert to the ownership of COUNTY at the end of this contract or any subsequent contracts.**

24. CLUB agrees not to discriminate on the basis of age, race, ethnicity, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment.

25. The term of this contract shall be for Five (5) years beginning on April 1, 2020 and ending December 31, 2024. Prior to the start of each season on or before February 1<sup>st</sup> during the term of this Contract, CLUB shall provide the times and dates as set forth in the attached "Exhibit B", complete list of boats/trailers that need season launch passes, complete roster of ski team that need individual season passes, and shall provide proof of insurance naming COUNTY as an additional insured. Any modifications to the Contract shall be set out in writing pursuant to the mutual agreement of the parties.

26. Either party can terminate this agreement for any reason or no reason upon ninety (90) days written notice to the other party.

27. The parties agree that provisions of this agreement shall be interpreted under the laws of the State of Wisconsin and any legal action to enforce said provisions shall be filed in the Racine County Circuit Courts of Wisconsin.

BROWN'S LAKE WATER SKI CLUB

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RACINE COUNTY

BY: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_



**Racine County  
Parks Department**

**Einer Fischer Park**

**30326 Durand Avenue**

**Town of Burlington  
Racine County, WI**

**Legend**

- Park Boundary
- Roads
- Browns Lake Ski Club
- Parcels

002 03 19 34 001 000 (63.71 ac)



Not to Scale

**Exhibit "A"**

## **EXHIBIT "B"**

### **Pier Installation:**

Third Weekend of April

Rain Date: Fourth weekend of April

### **Practice Sessions:**

Start Date - Last week of April

End Date - Third week of September

Monday, Tuesdays, Wednesday and Thursdays 2:00PM until Sunset

### **Shows:**

Start Date - Memorial Day weekend

End Date - Labor Day Weekend

Thursday or Saturday from 4:00PM to Sunset

### **One (1) Special Shows scheduled for Sunday Evenings:**

Labor Day Weekend

All Sunday shows from 4:00 P. M. to Sunset

### **Pier Removal:**

Fourth Weekend in September

Rain Date - First Weekend in October

To conduct a Boat Driving Clinic from the hours of 10:00 A.M. to 4:00P.M. on the second weekend of September. The Wisconsin Water Ski Federation, with the Brown's Lake Water Ski Club conducting the clinic, has approved the running of this clinic at this site.



# Village of Rochester

300 W. Spring St.  
P.O. Box 65  
Rochester, WI 53167

(262) 534-2431 Phone  
(262) 534-4084 Fax  
email: [admin@rochesterwi.us](mailto:admin@rochesterwi.us)  
website: <http://rochesterwi.us>

Reflections of  
the Past...



Visions of  
the Future

December 12, 2019

Mr. David Prott, Superintendent  
Racine County Public Works and Development Services  
14200 Washington Avenue  
Sturtevant, WI 53177

VIA EMAIL: [David.Prott@racinecounty.com](mailto:David.Prott@racinecounty.com)

## Re: Railroad Quiet Zone Inquiry

Greetings Mr. Prott:

On behalf of numerous interested constituents, State Assembly Representative Robin Vos recently reached out to officials of the Village of Rochester and Town of Waterford requesting that we pursue the establishment of a Railroad Quiet Zone stretching from Hill Valley Road in the Town of Waterford through the Village of Rochester to CTH D. In analysis of area railroad crossings, the Rochester Village Board also identified Oak Knoll Road, CTH FF, and Spring Prairie Road as other possible crossings to include in the petition. Along with the railroad quiet zone already established in the City of Burlington, this would expand the quiet zone to include most of Western Racine County and greatly improve the quality of life of many of our residents.

We are contacting Racine County Public Works and Development Services because two of the railroad crossings involved in this request are under your jurisdiction:

Washington Avenue (CTH "D") and Academy Road (CTH "FF").

The first step outlined in the "Creating a New Quiet Zone" process is to obtain cooperation from all affected jurisdictions. The next step is submitting a "Notice of Intent" letter to the Federal Railroad Administration to solicit their feedback on whether Supplementary Safety Measures are required at any of the crossings in order to proceed with establishing the zone.

Representative Vos indicated sending the "Notice of Intent" letter requires no commitment. Once a reply is received from the Federal Railroad Administration, each jurisdiction can make its own decision whether to proceed with any improvements necessary to establish the zone; or to simply abandon the request.

We appreciate your consideration of this matter and respectfully request a response by January 31, 2020 as to whether Racine County Public Works has any objection to the Village of Rochester including Washington Avenue (CTH D) and Academy Road (CTH FF) railroad crossings in a "Notice of Intent" letter to request establishment of a new quiet zone.

On Behalf of the Board of the Village of Rochester,

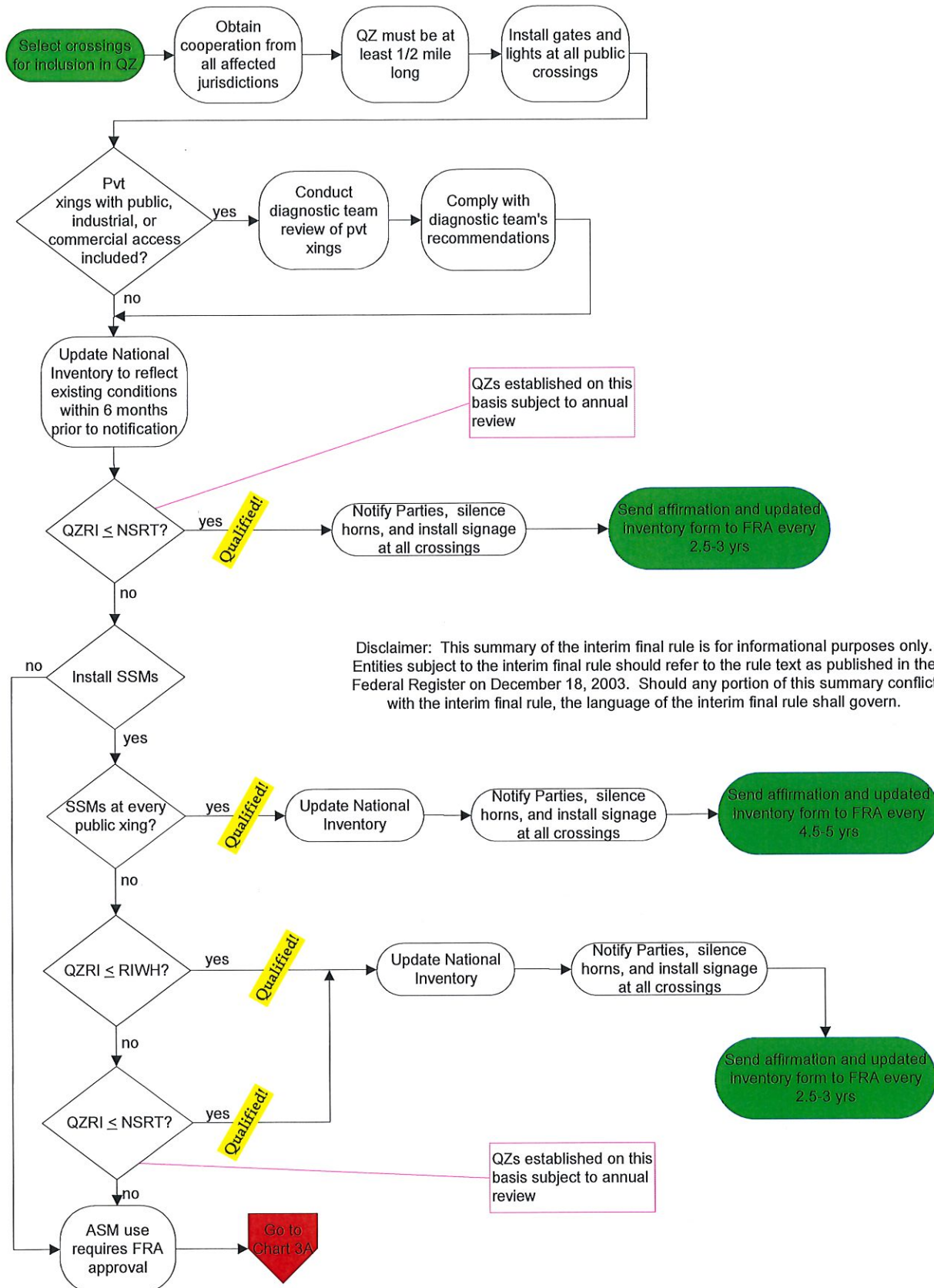
*Betty J. Novy*

Betty J. Novy, MMC, CMTW, WCPC  
Village Administrator-Treasurer

Enclosure

c: Assembly Representative Robin Vos

# Chart 2 - Creating a New Quiet Zone using SSMs





### Section III. Creating a New Quiet Zone Using SSMs (Chart 2)

1. Select the crossings to be included in the New Quiet Zone.
2. A Quiet Zone may include highway-rail grade crossings on a segment of rail line crossing more than one political jurisdiction, or there may be roads within a particular area that are the responsibility of different entities (State or county roads within a town, for example). If the selected crossings are the responsibility of more than one entity, obtain the cooperation of all relevant jurisdictions.
3. A New Quiet Zone must be at least ½ mile in length along the railroad tracks.
4. A New Quiet Zone must have, at a minimum, flashing lights and gates in place at each public crossing. These must be equipped with constant warning time devices where reasonably practical, and power out indicators. Any necessary upgrades must be completed before calculating risk for the quiet zone.
5. Are there any private crossings within the proposed Quiet Zone? If any private crossings allow access to the public or provide access to active industrial or commercial sites, you must conduct a diagnostic team review of those crossings. Following the diagnostic review, you must comply with the diagnostic team's recommendations concerning those crossings.
6. Update the USDOT Grade Crossing Inventory Form to reflect conditions at each public and private crossing; this update should be complete, accurate, and dated within 6 months prior to the Quiet Zone implementation<sup>3</sup>. For instructions on how to complete the update, see the FRA website at <http://www.fra.dot.gov/Content3.asp?P=801>.
7. Using the FRA's Quiet Zone Calculator, a web-based tool that can be found at <http://safetydata.fra.dot.gov/quiet/>, determine whether the Quiet Zone Risk Index (QZRI) of the proposed Quiet Zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT). If the QZRI is less than or equal to the NSRT, you can establish the Quiet Zone through public authority designation by completing the following steps:
  - a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
  - b. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

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<sup>3</sup> For New Quiet Zones, the baseline conditions for calculating risk require that the minimum required traffic control devices are in place. This first Inventory update, therefore, must be completed after the gates, lights, and signs are in place, but before the SSMs and other measures are implemented.

**Disclaimer:** This summary of the interim final rule is for informational purposes only. Entities subject to the interim final rule should refer to the rule text as published in the Federal Register on December 18, 2003. Should any portion of this summary conflict with the interim final rule, the language of the interim final rule shall govern.

Note: Quiet Zones established by comparison to the NSRT are subject to annual FRA review. (Refer to rule section 222.51 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

8. The step described above involves qualifying a quiet zone without implementing any Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs). If FRA's Quiet Zone Calculator indicates that the proposed quiet zone will not qualify on that basis, install any measures that are needed. To qualify for Public Authority Designation, you must implement SSMs, build grade separations, close crossings, or install wayside horns.

Note: If you would like to implement any ASMs, their use must be approved in advance by FRA, in accordance with Appendix B of the rule. For guidance on ASM use, see *Section IV, Creating Quiet Zones using Engineering Alternative Safety Measures (modified SSMs)* or *Section V, Creating Quiet Zones using Non-engineering Alternative Safety Measures*.

9. If every public crossing in the proposed Quiet Zone is equipped with one or more SSMs, you can establish the Quiet Zone through public authority designation by completing the following steps:
  - a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
  - b. Update the National Grade Crossing Inventory to reflect current conditions at each public and private crossing within the Quiet Zone.
  - c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 4.5-5 years. (Refer to rule section 222.47 for details.)

10. If every public crossing is not equipped with an SSM, use FRA's Quiet Zone Calculator to determine whether enough SSMs have been implemented to reduce the QZRI to the level of risk that would exist if the train horns were still sounded (RIWH). The Quiet Zone Calculator can be found at <http://safetydata.fra.dot.gov/quiet/>. If the QZRI is less than or equal to the RIWH, you can establish the Quiet Zone through public authority designation by completing the following steps:

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- a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
- b. Update the National Grade Crossing Inventory to reflect current conditions at each public and private crossing within the Quiet Zone.
- c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

11. Use FRA's Quiet Zone Calculator to determine whether enough SSMs have been implemented to reduce the QZRI to the Nationwide Significant Risk Threshold (NSRT). The Quiet Zone Calculator can be found at <http://safetydata.fra.dot.gov/quiet/>. If the QZRI is less than or equal to the current NSRT, you can establish the Quiet Zone through public authority designation by completing the following steps:

- a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
- b. Update the National Grade Crossing Inventory to reflect current conditions at each public and private crossing within the Quiet Zone.
- c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Quiet Zones established by comparison to the NSRT are subject to annual FRA review. (Refer to rule section 222.51 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

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## Parsons, Kim

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**From:** Anderson, Julie  
**Sent:** Thursday, February 27, 2020 2:25 PM  
**To:** Parsons, Kim  
**Subject:** FW: FW: Railroad Quiet Zone Inquiry

Please add this information to the railroad crossings file for the PWPF meeting.  
Thanks.  
Julie

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**From:** Betty Novy <[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)>  
**Sent:** Thursday, February 27, 2020 2:04 PM  
**To:** Anderson, Julie <[Julie.Anderson@racinecounty.com](mailto:Julie.Anderson@racinecounty.com)>  
**Subject:** FW: FW: Railroad Quiet Zone Inquiry

**PLEASE NOTE:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Julie,

Please see Mr. Schwinn's comments below. He is one of the individuals requesting establishment of the quiet zone.

**Betty J. Novy, Administrator-Treasurer**  
**Village of Rochester**  
**Direct Ph. (262) 534-1185/ Fax (262) 534-4084**

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**From:** Richard Schwinn gmail <[richard.waterfordbikes@gmail.com](mailto:richard.waterfordbikes@gmail.com)>  
**Sent:** Thursday, February 27, 2020 12:53 PM  
**To:** Betty Novy <[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)>  
**Subject:** Re: FW: Railroad Quiet Zone Inquiry

Hi Betty,

Thanks for the update.

I will agree with their observation that there are a lot of accidents on D. However, the vast bulk of those accidents are the result of the road's relative sharp curves and narrow shoulders, especially when conditions are icy. Fortunately, the approach to the rail crossing at D from both directions is long and straight. In addition, the speed limit approaching the rail crossing was reduced from 45 mph to 35 mph several years ago. This makes the area by the rail crossing the safest on all of County D.

A similar situation exists for Academy Road - reduced speed and a long, straight approach make it relatively safe.

Please let me know if there's anything I can do on this.

Thanks,

Richard

On 2/27/2020 11:12 AM, Betty Novy wrote:

Hi, Richard,

The railroad request will be reviewed by the Racine County Public Works Committee on March 12<sup>th</sup> (see below).

We should have their input shortly thereafter.

**Betty J. Novy, Administrator-Treasurer  
Village of Rochester  
Direct Ph. (262) 534-1185/ Fax (262) 534-4084**

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**From:** Anderson, Julie <[Julie.Anderson@racinecounty.com](mailto:Julie.Anderson@racinecounty.com)>  
**Sent:** Thursday, February 27, 2020 10:52 AM  
**To:** Prott, David <[David.Prott@racinecounty.com](mailto:David.Prott@racinecounty.com)>  
**Cc:** Parsons, Kim <[Kim.Parsons@racinecounty.com](mailto:Kim.Parsons@racinecounty.com)>; VOR- Betty Novy <[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)>  
**Subject:** FW: Railroad Quiet Zone Inquiry

I would like to take this to the Public Works, Parks and Facilities Committee for their input and vote at their next meeting on March 12. One thing that concerns me is the high rate of accidents on both of these county highways, irrespective of the rail crossings. I think having Committee input would be a good idea and then they are aware of what the Village is seeking. It is very good that Rep Vos supports this project, and I expect the Committee may also support the project. I have no expertise in the world of railroads, train horns or rail crossings and am not comfortable signing off on this request alone.

Thanks!  
Julie Anderson

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**From:** Prott, David <[David.Prott@racinecounty.com](mailto:David.Prott@racinecounty.com)>  
**Sent:** Wednesday, February 26, 2020 8:55 AM  
**To:** Anderson, Julie <[Julie.Anderson@racinecounty.com](mailto:Julie.Anderson@racinecounty.com)>  
**Subject:** FW: Railroad Quiet Zone Inquiry

Julie,

Could you please respond to this when you have some time.

---

**From:** Betty Novy <[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)>  
**Sent:** Tuesday, February 25, 2020 4:13 PM  
**To:** Prott, David <[David.Prott@racinecounty.com](mailto:David.Prott@racinecounty.com)>  
**Subject:** Fwd: Railroad Quiet Zone Inquiry

**PLEASE NOTE:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, David,

Please let me know what the status is of this inquiry (see below).

*Betty Novy, MMC, CMTW, WCPC  
Administrator-Treasurer  
Village of Rochester  
p. (262) 534-1185  
f. (262) 534-4084  
[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)*

----- Forwarded message -----

From: **Betty Novy** <[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)>  
Date: Tue, Feb 4, 2020 at 3:48 PM  
Subject: Fwd: Railroad Quiet Zone Inquiry  
To: Prott, David <[david.pratt@racinecounty.com](mailto:david.pratt@racinecounty.com)>

Hi, David,

Was this ever referred to the Public Works Committee? Any feedback?

*Betty Novy, MMC, CMTW, WCPC  
Administrator-Treasurer  
Village of Rochester  
p. (262) 534-1185  
f. (262) 534-4084  
[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)*

----- Forwarded message -----

From: **Betty Novy** <[bnovy@rochesterwi.us](mailto:bnovy@rochesterwi.us)>  
Date: Thu, Dec 12, 2019 at 11:40 AM  
Subject: Railroad Quiet Zone Inquiry  
To: David Prott <[david.pratt@racinecounty.com](mailto:david.pratt@racinecounty.com)>

Hi, David,

Please review and pass this on as appropriate.

Happy Holidays to you ☺!

**Betty J. Novy, Administrator-Treasurer**

***Village of Rochester***

***300 W. Spring St.***

***P.O. Box 65***

***Rochester, WI 53167***

***Direct Ph. (262) 534-1185/ Fax (262) 534-4084***

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February 25, 2020

**REPORT NO. 2019-43**

**REPORT BY THE COUNTY EXECUTIVE MAKING REAPPOINTMENTS  
TO THE GOLF COURSE IMPROVEMENT COMMITTEE**

To the Honorable Members of the Racine County Board of Supervisors:

The terms of two members of the Golf Course Improvement Committee are due to expire on March 31, 2020. Both have been active and valuable members of the committee and are willing to continue serving on this committee. I am, therefore, reappointing for a term to expire March 31, 2023:

**DAN PETERSEN**  
1135 Virginia Street  
Racine, WI 53405

**FRANK STERBIN**  
4501 Washington Avenue  
Racine, WI 53405

I ask that you confirm these reappointments.

Sincerely,

Jonathan Delagrave  
County Executive

## Anderson, Julie

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**From:** Shelly Billingsley <sbillingsley@kenosha.org>  
**Sent:** Monday, February 24, 2020 1:45 PM  
**To:** Anderson, Julie  
**Subject:** Bike Paths in Racine County  
**Attachments:** letter bike paths-02242020134828.pdf

**PLEASE NOTE:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Julie  
Good Afternoon I hope that this email finds you well. It has been a while since we last spoke. Hope all is going well in Racine County.

I wanted to reach out to you as the City of Kenosha Mayor received a letter from a Mr. Caravati who is a resident of the Village of Somers. I have attached his letter to this email for your use. City Administration wanted me to reach out to you to let you know of the letter we received to see if you could look into Mr. Caravati's concerns.

We will be letting Mr. Caravati know that we forwarded his concerns onto Racine County but is there someone you would like me to direct him to?

Sincerely  
Shelly

### **Shelly Billingsley, MBA, PE**

#### **Director of Public Works**

**Direct: (262) 653-4149**

**Cell: (262) 945-3904**

**Fax: (262) 653-4056**

625 52nd Street, Room 305  
Kenosha, Wisconsin 53140

Curzio Caravati  
403 8<sup>th</sup> Street  
Kenosha, WI 53140

John Antaramian, Mayor of Kenosha – [mayor@kenosha.org](mailto:mayor@kenosha.org)  
Jim Kreuser, Kenosha County Executive – [county.executive@kenoshacounty.org](mailto:county.executive@kenoshacounty.org)

Kenosha, November 17, 2019

RE: Northside Bike Path

Dear Jim and John,

You both know me as the Manager of Kenosha HarborMarket. I trust you understand that for me, being healthy and promoting the wellbeing of my fellow residents is a major motivation for anything I do. Inspiring others to live a healthy life starts with a personal example.

I live very close to the Northside Bike Path and have been using it almost daily, therefore I first wish to express my gratitude for the great maintenance of this community asset by the Kenosha County. I've walked and run with more regularity this year. I lost 40 pounds and now I'm able to maintain my fitness by running 6.5 miles (10K) a day. In the Winter I have access to the UW-Parkside Fieldhouse, where I run 50 laps, except for Sundays.

This morning I left home to run my 10K daily loop, starting at Hwy A to Hwy 11. I'm using the Northside Bike Path all the way to Hwy 11, crossing KR and Chicory Road (a North – South loop), which I find safer than in the South – North loop, which would require crossing 12<sup>th</sup> and 18<sup>th</sup> Street. Well, as I reached KR today, a couple of friends walking back into Kenosha County recommended I stop my run! The black ice on the Bike Path North of KR is very dangerous, because Racine County doesn't plow the Bike Path.

I'm wondering, could Kenosha County plow the Bike Path all the way to Hwy 11 and get a small compensation from Racine County? Or just do it on a Pro Bono basis? How expensive could it be to plow an additional couple of miles into Racine County? Moving the equipment to the location is probably more expensive than extending the route. Am I wrong?

I feel that this little improvement would get more residents to use the Northside Bike Path and make our County more attractive to talented folks who are considering to move here.

Best regards, Curzio Caravati

**RACINE COUNTY WASTE WOOD & WOOD CHIP REQUEST FORM**

Requestor (Property Owner)

First/Last Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**The undersigned Requestor offers to receive waste wood and/or wood chips from Racine County and acknowledges and agrees to the following:**

- Check the below boxes that you, the property owner, is interested in receiving:  
Choose from waste wood or wood chips or both

**WASTE WOOD**

1. **Requests.** Requests are on a first-come first-served basis as quantities are limited.
2. **Definition.** Waste wood is defined as tree stems and branches of irregular size, shape and condition and comprised of various species. Waste wood is uncut and un-split and will vary in size. Waste wood may be in various stages of decay.
3. **Quantity.** Loads are based upon what fits in either a single or tandem axel dump box. The waste wood will not be bundled, grouped or secured in sections in any way, and Racine County does not warrant its suitability for any purpose whatsoever.
4. **Delivery.** Once this form is received, your request will be added to the list and delivered according to the proximity to our work site. Public Work staff will attempt to contact you by telephone prior to delivery but, may proceed with delivery regardless of actual notice to requestor. Delivery area must be within Racine County. **The undersigned Requestor hereby agrees to comply with local ordinances governing firewood use and storage.**
5. **Hold Harmless.** Requestor understands and agrees that it is obtaining waste wood in an as-is condition and Racine County makes no representation or warranty of the suitability of the waste wood for any use or purpose whatsoever. In consideration for the waste wood received or to be received hereunder the Requestor hereby covenants **NOT TO BRING ANY CLAIM OR LEGAL ACTION** and further holds harmless Racine County, its departments, officers, employees and agents from and against any and all property damage, bodily injury or any other type of damage or loss whatsoever arising out of the delivery, or provision of waste wood to Requestor as described herein. Requestor is aware that damage to property or person may result from weight of the truck used for delivery of the waste wood, or the act of dumping, including the rolling and/or bouncing of individual pieces which may strike nearby objects or persons.
6. **Access.** The truck requires a 12-foot-wide by 16-foot-high access to area where wood is to be dumped. Truck weight when fully loaded is approximately 50,000 lbs. and may damage sidewalks, turf, etc. Requestor is solely responsible for identifying the dump area, clearing the path for the truck to access the dump area, and clearing the dump area to prevent damage to persons or property.



Please DRAW A MAP of the residence/property & indicate EXACT LOCATION where you would like to have the waste wood OR wood chips dumped. Please be detailed. Include streets, driveways, etc.

---

North

West

East

South