

Kenosha County Administrative Proposal Form

1. Proposal Overview

Division: Highway Department: Public Works

Proposal Summary (attach explanation and required documents):

Resolution for Memorandum of Understanding between Kenosha County and Camp & Center Lakes Rehabilitation District Relating to the Ownership, Maintenance and Operation of Two County Highway C Water Control Structures.

Dept./Division Head Signature: _____ Date: _____

Kwame Amegashitsi

2. Department Head Review

Comments:

Recommendation: Approval ☐ Non-Approval ☐

Department Head Signature: _____ Date: _____

Shelly Billingsley

3. Finance Division Review

Comments:

Recommendation: Approval ☐ Non-Approval ☐

Finance Signature: _____ Date: _____

Chris Walton

4. County Executive Review

Comments:

Action: Approval ☐ Non-Approval ☐

Executive Signature: _____ Date: _____

Samantha Kerkman

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

| | |
|---|--|
| Subject: Resolution for Memorandum of Understanding between Kenosha County and Camp & Center Lakes Rehabilitation District Relating to the Ownership, Maintenance and Operation of Two County Highway C Water Control Structures. | |
| Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/> | |
| Date Submitted: April 4, 2024 | Date Resubmitted: |
| Submitted by: Public Works/Facilities Committee and Finance/Administration Committee | |
| Fiscal Note Attached <input type="checkbox"/> | Legal Note Attached <input type="checkbox"/> |
| Prepared by: Shelly Billingsley Director of Public Works and Development Services | Signature: |

WHEREAS, Kenosha County is the owner of all components of two (2) water control structures located on County Highway C, and

WHEREAS, the structures are comprised of components to control the elevation of water in Camp and Center Lakes, and

WHEREAS, the County wishes to permanently transfer specific ownership, maintenance and operational responsibilities related to the Structures to Camp & Center Lakes Rehabilitation District (CCLRD).

WHEREAS, to further the process of transfer of these properties the County agrees to Capital Repairs if exceeding the amounts specified in the Memorandum of Understanding (Exhibit A) and according to the schedule enclosed.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby authorizes and agrees to the transfer of these structures to the CCLRD under the conditions outlined in the Memorandum of Understanding and

BE IT FURTHER RESOLVED that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to execute this transaction in accordance with law.

Dated at Kenosha County, Wisconsin, this _____ day of _____, 2024.

Respectfully Submitted:

| Public Works Committee: | Aye | Nay | Abstain | Excused |
|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <hr/> Supervisor , Chairperson | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor , Vice Chairperson | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

FINANCE/ADMINISTRATION COMMITTEE

| | Aye | Nay | Abstain | Excused |
|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <hr/> Supervisor, Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor, Vice-Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <hr/> Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**MEMORANDUM OF UNDERSTANDING BETWEEN KENOSHA COUNTY
AND
CAMP & CENTER LAKES REHABILITATION DISTRICT RELATING TO
THE OWNERSHIP, MAINTENANCE, AND OPERATION OF
TWO COUNTY HIGHWAY C WATER CONTROL STRUCTURES**

This Memorandum is hereby entered into by and between Kenosha County (the "County"), and the Camp & Center Lakes Rehabilitation District (the "CCLRD").

WHEREAS, the County is the owner of all components of two (2) Water Control Structures (the East Structure and the West Structure, hereinafter collectively referred to as "Structures") located on County Highway C, and as more particularly itemized on the attached Exhibit A.

WHEREAS, the Structures are comprised of components referred to as:

- A. Three (3) Culverts,
- B. One (1) fixed in-flow sump ("Sump"), and
- C. One (1) in-flow grated spillway ("Spillway") including metal grates (Grates) and two (2) control valves ("Valves"), as more particularly itemized on the attached Exhibit B-1 and B-2.

WHEREAS, the Sump, Spillway, Grates, and Valves, hereinafter will be collectively referred to as the "Property."

WHEREAS, the County wishes to permanently transfer specific ownership, maintenance and operational responsibilities related to Property to CCLRD in accordance with the dam ownership transfer process prescribed by the WI Department of Natural Resources ("DNR").

WHEREAS, the parties acknowledge that the County continues to be obligated for certain major repairs, replacements, and improvements to Property as described hereinafter in this Memorandum.

WHEREAS, this Memorandum confirms the discussions between the County and CCLRD regarding the transfer of ownership, maintenance and operation of the Property and the consideration to be provided by the parties to this Memorandum.

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

1. County and CCLRD shall execute this Memorandum pursuant to Section 66.0301 of the Wis. Stats, whereby the County shall transfer by Quit Claim Deed as, the Property to CCLRD.
2. County ownership, operational maintenance, and capital repair and maintenance responsibilities:
 - A. Culverts
 - The County retains ownership of the Culverts.
 - Maintenance and inspection of the Culverts will be the responsibility of the County.
 - Major repair and/or replacement of the Culverts will be the responsibility of the County.
 - B. Property
 - Capital Repairs. If the cost of capital repairs exceeding the amounts listed in the schedule below and determined to be necessary by both CCLRD and the County will be funded by the County in the accordance with the percentages shown in the schedule below for the mutually agreed upon work.

| Year | Cost Exceeding | % Share County | % Share CCLRD |
|-------|----------------|----------------|---------------|
| 2024 | \$25,000 | 100% | 0% |
| 2025 | \$32,000 | 88% | 12% |
| 2026 | \$39,000 | 75% | 25% |
| 2027 | \$46,000 | 67% | 33% |
| 2028 | \$53,000 | 59% | 41% |
| 2029 | \$60,000 | 50% | 50% |
| 2030 | \$67,000 | 42% | 58% |
| 2031 | \$74,000 | 34% | 66% |
| 2032 | \$81,000 | 25% | 75% |
| 2033 | \$88,000 | 12% | 88% |
| 2034+ | \$0 | 0% | 100% |

- Inflow Maintenance and Brush Removal. Maintenance at the outlets and large brush/weed removal may be shared by the County and CCLRD for the next ten years after which CCLRD will be responsible for all associated maintenance fees. Between 2023 through 2034 CCLRD may, at its discretion, contact the County Highway Division for maintenance assistance. CCLRD and County will jointly review and develop action plans as required.

For the agreed upon action plan, if the County will utilize any specialized equipment and personnel, CCLRD will pay County a maximum \$1,000 mobilization charge. An invoice for such a charge will be sent to CCLRD for payment. The \$1,000 fee generally will not be enough to fully reimburse the County's expenditures, but it serves as an incentive for CCLRD to perform its routine maintenance as described below.

If the agreed upon action plan only requires the County to provide traffic-control services, there will be no charge to CCLRD.

3. CCLRD ownership, capital repair and maintenance, and operational maintenance responsibilities:

A. Public requests – CCLRD will be responsible for fielding public requests regarding issues, concerns, and maintenance. CCLRD shall share yearly contact information to transfer any call the County receives on the property.

B. Culverts

- CCLRD does not own the Culverts.
- During routine inspections, any concerns regarding the Culverts will be communicated to the County.

C. Property

- CCLRD owns the Property.
- East Structure requires inspections, the frequency will be based on weather and seasonal considerations. While CCLRD will inspect the Structures, the County does bear responsibility for Culverts and will want to inspect them from time-to-time. As the parties agree that the County owns the culverts, the CCLRD agrees that the County has an unrestricted right to access and enter the property for the purposes of inspection and necessary repairs.

- Ten-year inspections, as required by the DNR, of the property will be the responsibility of CCLRD. The inspection shall be done in accordance with DNR standards.
- In-flow maintenance includes maintenance and cleaning of the inflow features of each Structure, including Sump, Spillway, Valves, and Grates. Inspections shall be done regularly especially after heavy rainfall and at the start of each season.
- Brush removal as necessary around the East Structure and as needed to ensure that the property is functioning as intended.
- Mutually agreed upon Capital repair and/or replacement project costs related to Property will be shared as described above.

D. The delivery of the Quit Claim Deed by the County to CCLRD shall occur not less than 30 days after DNR's approval of the asset transfer.

4. This Memorandum was mutually drafted by the County and CCLRD. Each of the undersigned hereby represents and warrant that they have the requisite power and authority to execute this Memorandum and that the execution and delivery of this Memorandum by the undersigned has been approved by all actions required by law.
5. The parties agree that this Memorandum shall be governed by the laws of the State of Wisconsin.
6. This Memorandum may be executed in two (2) counterparts, all of which shall be considered one and the same Memorandum and it shall become effective when one or more counterparts have been signed by each of the parties.
7. Any notice required to be given to any party to this Memorandum shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Kenosha County:

County Executive,

1010 56th Street, Kenosha, WI 53140

With a copy to:

Corporation Counsel's Office

912 56th Street, LL13 Kenosha, WI 53140

If to CCLRD:

Treasurer

PO Box 12, Camp Lake, WI 53109

Signature page follows.

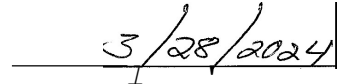
Agreed to by:



Chuck Walker

Treasurer and Kenosha County CCLRD representative

Camp & Center Lakes Rehabilitation District



Date

Samantha Kerkman

County Executive

Kenosha County

Date

Kenosha County



1 inch = 500 feet

EXHIBIT A

THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, DATA AND INFORMATION LOCATED IN VARIOUS STATE, COUNTY AND MUNICIPAL OFFICES AND OTHER SOURCES AFFECTING THE AREA SHOWN AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. KENOSHA COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED. IF DISCREPANCIES ARE FOUND, PLEASE CONTACT KENOSHA COUNTY.

Date: 1/20/2022



CULVERT AS-BUILT

9-14-2016 Prepared for: Town of Salem Survey No. 166449-SMC

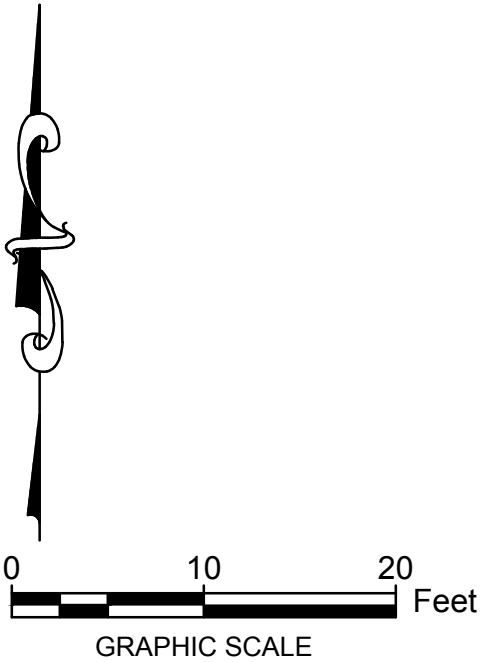
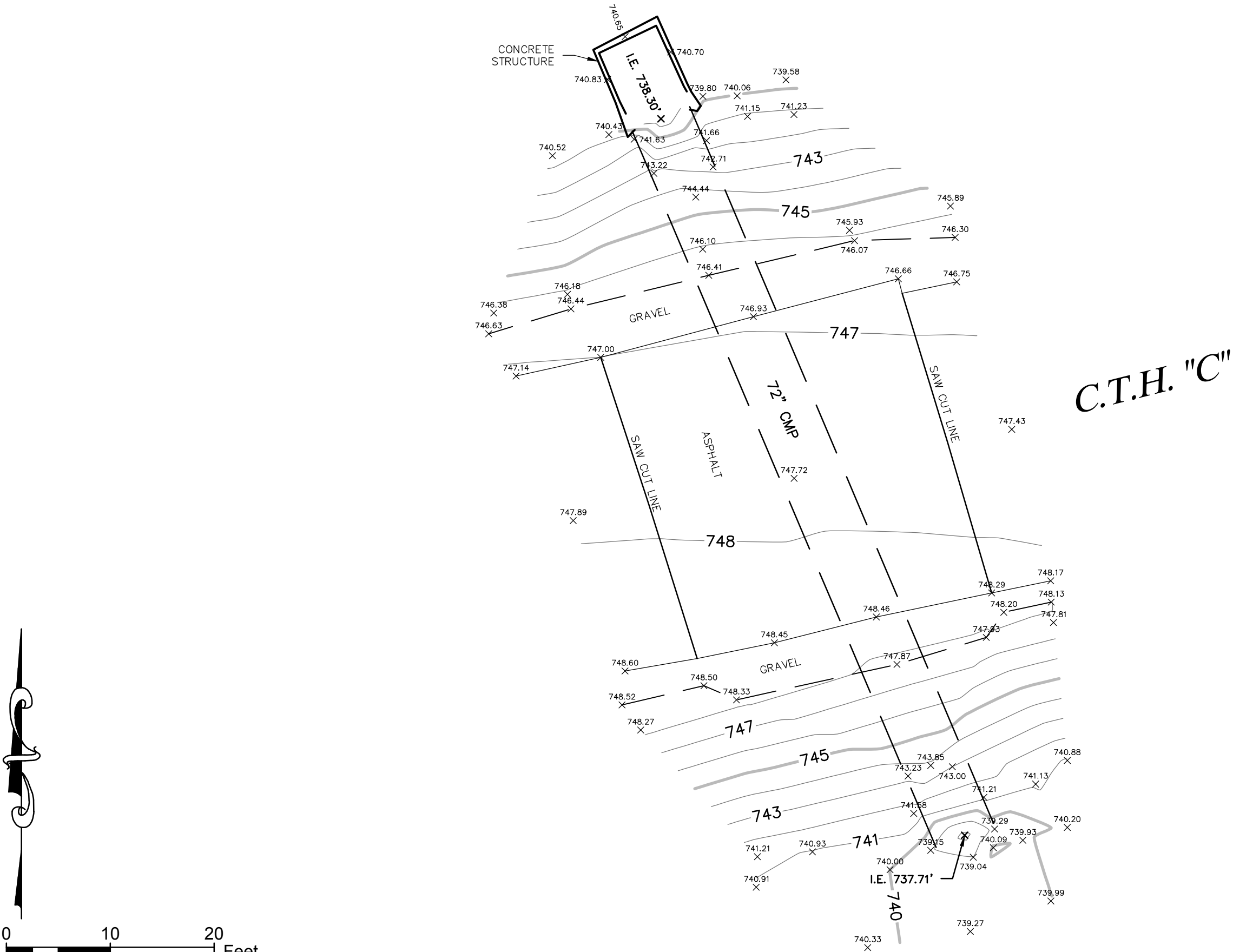


EXHIBIT B 1

R.A. Smith National, Inc.

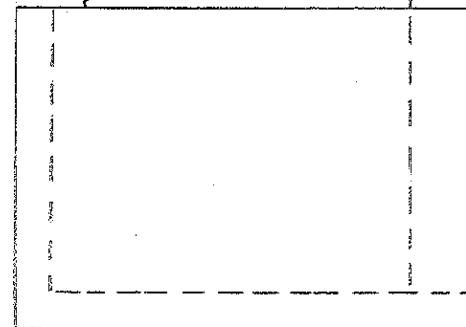
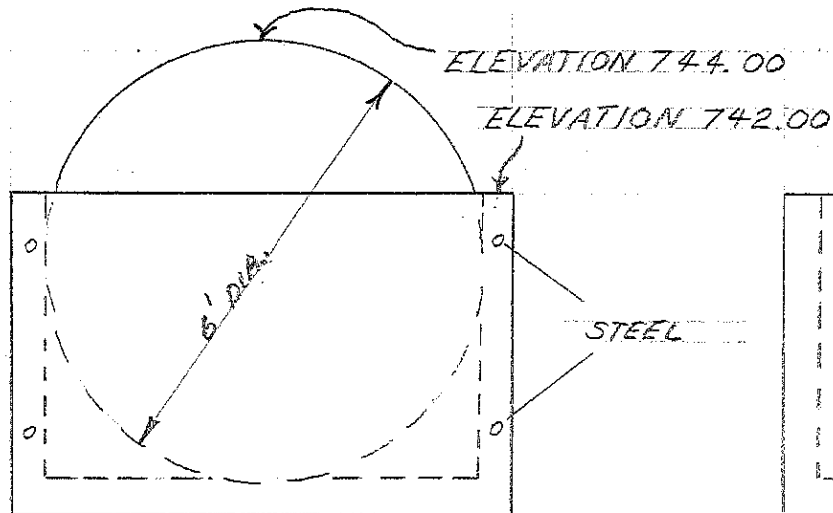
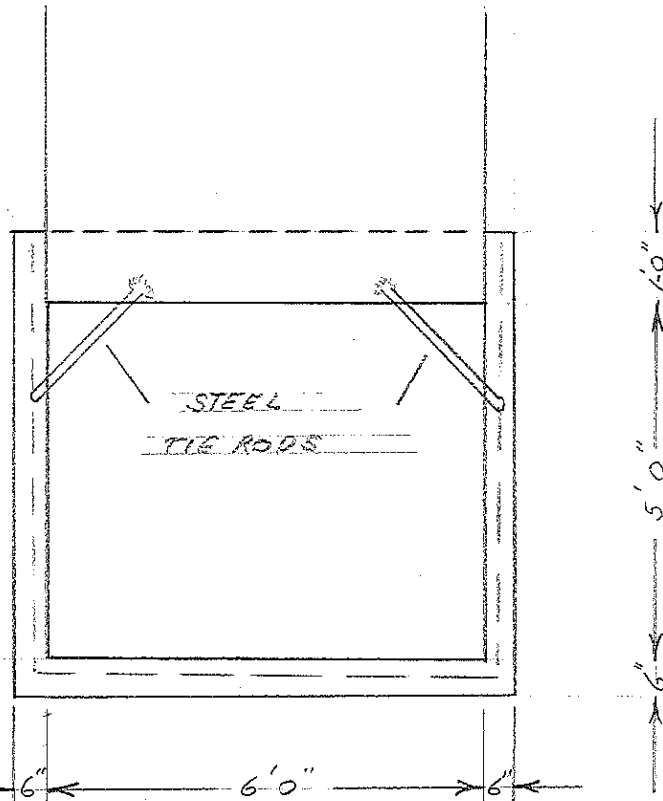
Beyond Surveying
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Irvine, CA Pittsburgh, PA

FILE COPY
ENGINEERING DEPT.
Public Service Commission
of Wisconsin

CAMP LAKE
CONTROL STRUCTURE
TWP-1984

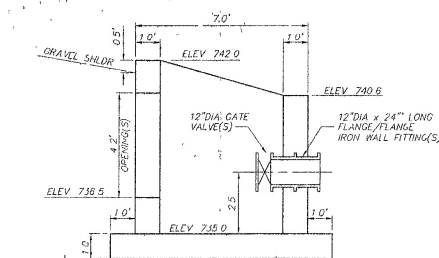
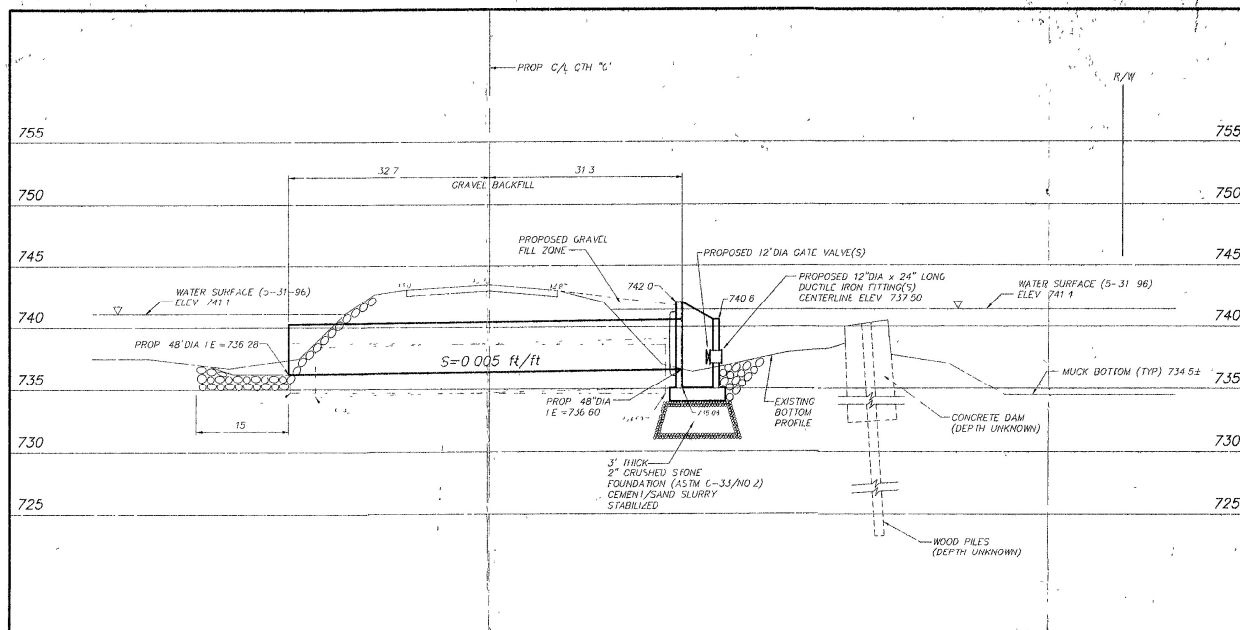
7/20/61 RMM



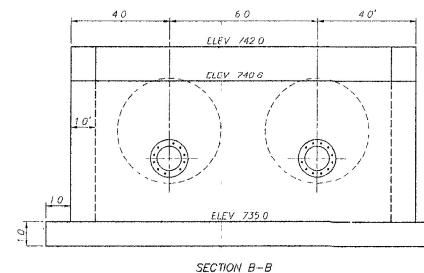
| | |
|---|-----------------------------|
| PUBLIC SERVICE COMMISSION OF WISCONSIN | |
| COMPANY | CAMP LAKE WATER LEVEL ASSN. |
| TITLE | |
| DATE ON PLANS 7/20/61 NUMBER IN SET 1 | |
| DISTINCTION | |
| ORIGINAL (for Com.) DUPLICATE (Company) | |
| EXAMINED AND FOUND CORRECT | |
| AS PER | SECTION WISCONSIN STATUTES |
| | CHAPTER LAWS OF |
| BY | |
| DATE | |
| RECOMMENDED FOR APPROVAL | |
| ENGINEER | |
| DATE | |
| APPROVED BY THE | |
| PUBLIC SERVICE COMMISSION OF WISCONSIN | |
| ON: | DATE |
| Edward P. Kavelny | |
| SECRETARY | |

D 855
30.3

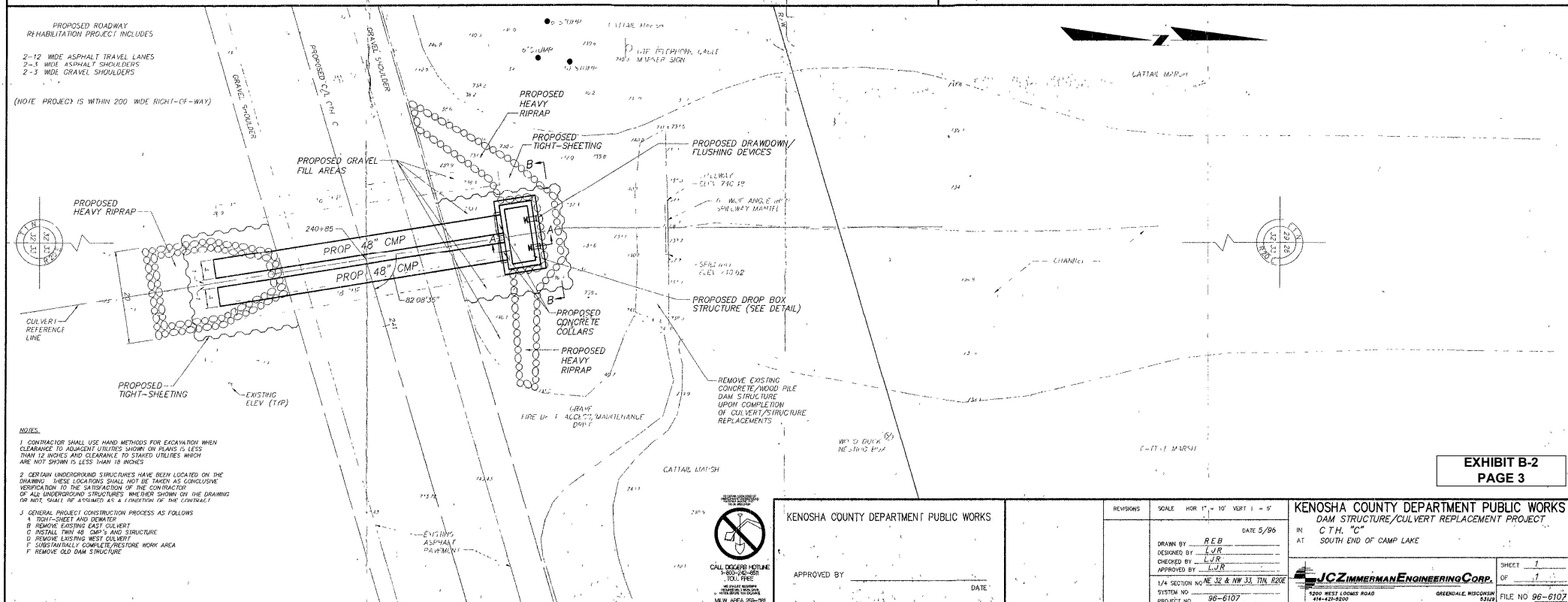
EXHIBIT B-2
PAGE 1



**DROP BOX STRUCTURE
DETAIL**



**EXHIBIT B-2
PAGE 2**



**EXHIBIT B-2
PAGE 3**

KENOSHA COUNTY DEPARTMENT PUBLIC WORKS

APPROVED BY _____

DATE _____

REVISIONS

SCALE: HOR 1" = 10' VERT 1" = 5'

DATE 5/96

DRAWN BY: REB

DESIGNED BY: LJR

CHECKED BY: LJR

APPROVED BY: LJR

1/4 SECTION NO. 32 & NW 33, T1N, R2E

SYSTEM NO. 96-6107

PROJECT NO. 96-6107

KENOSHA COUNTY DEPARTMENT PUBLIC WORKS
DAM STRUCTURE/CULVERT REPLACEMENT PROJECT

IN C.T.H. "C"

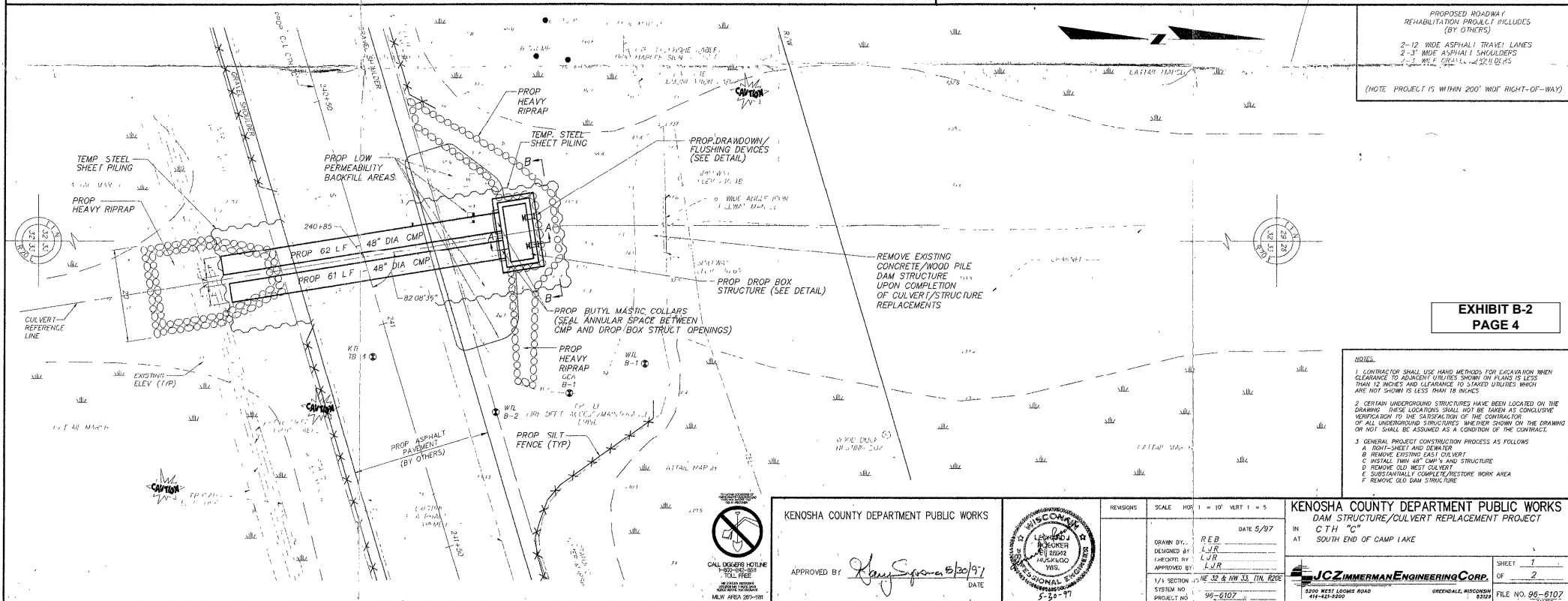
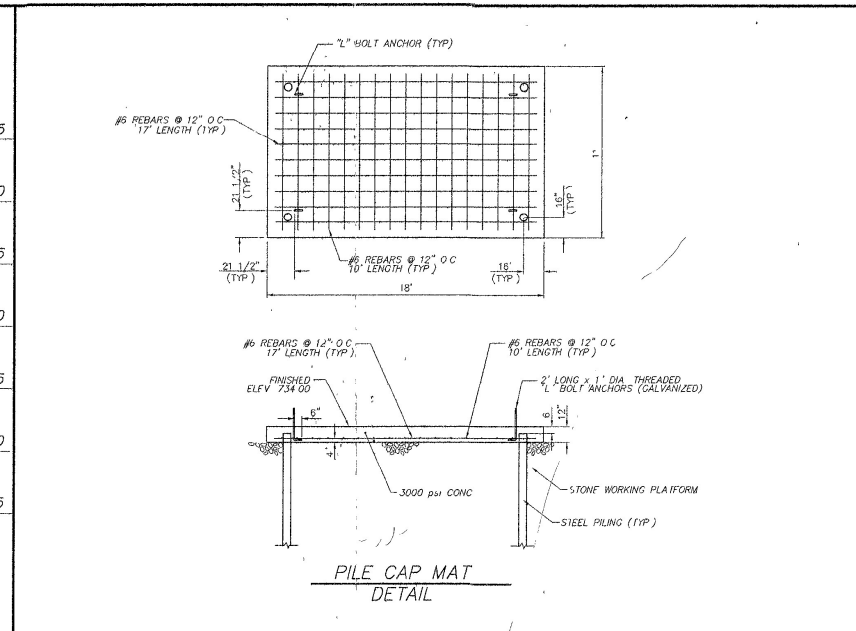
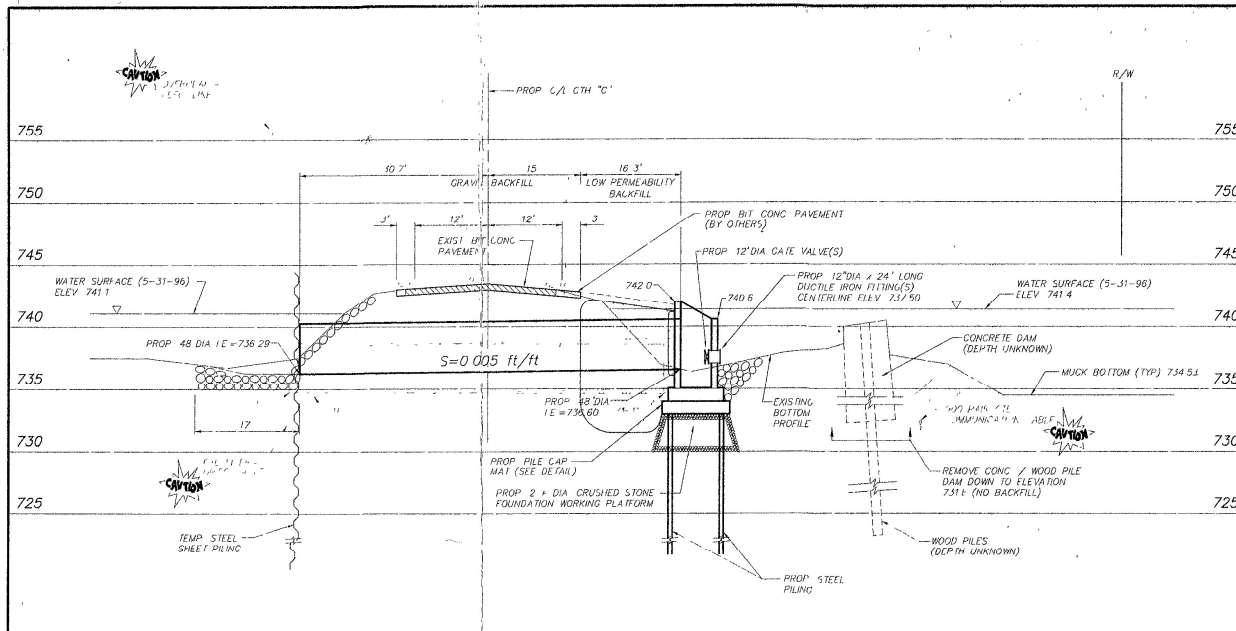
AT SOUTH END OF CAMP LAKE

JCZIMMERMANENGINEERINGCORP.

1200 WEST LOMAS ROAD GREENDALE, WISCONSIN 53129

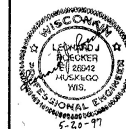
SHEET 7 OF 17

FILE NO 96-6107



KENOSHA COUNTY DEPARTMENT PUBLIC WORKS

APPROVED BY *[Signature]* DATE 5/30/97

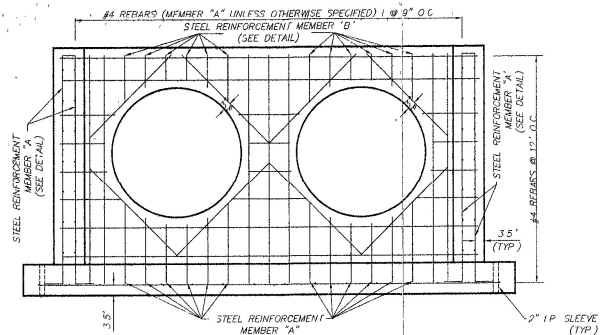


| | | | |
|---------------------------------|-------------------------|--------------|--------------|
| REVISIONS | SCALE | HOR 1" = 10' | VERT 1" = 5' |
| DRAWN BY: <i>REB</i> | DATE: 5/97 | | |
| DESIGNED BY: <i>LJR</i> | | | |
| CHECKED BY: <i>LJR</i> | | | |
| APPROVED BY: <i>[Signature]</i> | | | |
| 1/1 SECTION | NE 32 & NW 33, T1N 200E | | |
| SYSTEM NO | | | |
| PROJECT NO | 96-6107 | | |

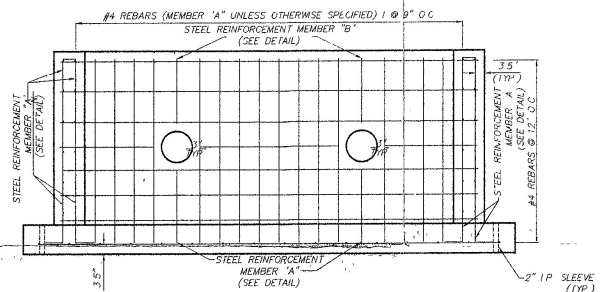
KENOSHA COUNTY DEPARTMENT PUBLIC WORKS
DAM STRUCTURE/CULVERT REPLACEMENT PROJECT

IN CTH "C"
AT SOUTH END OF CAMP LAKE

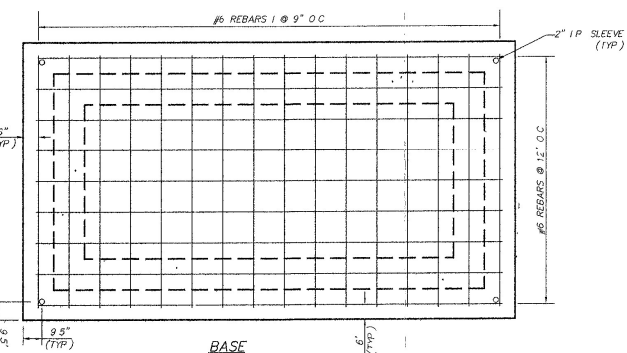
JC ZIMMERMAN ENGINEERING CORP.
2000 WEST LINDSEY ROAD
GREENDALE, WISCONSIN 53031
414-421-8200
SHEET 1 OF 2
FILE NO. 96-6107



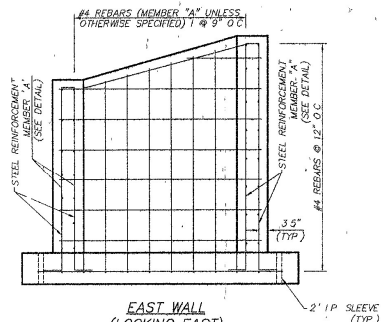
SOUTH WALL
(LOOKING SOUTH)



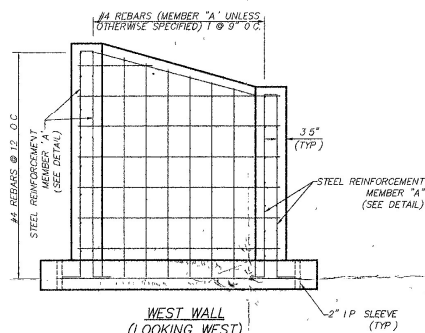
NORTH WALL
(LOOKING NORTH)



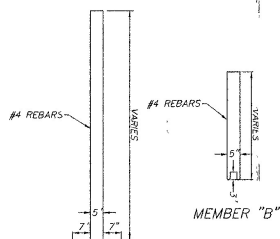
BASE



EAST WALL
(LOOKING EAST)



WEST WALL
(LOOKING WEST)

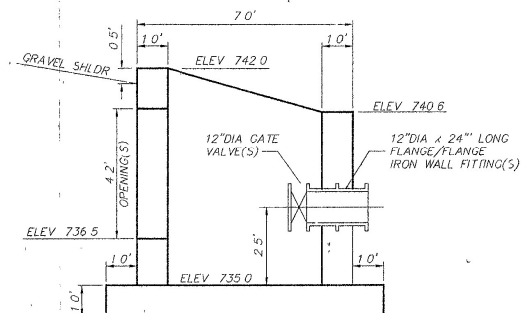


MEMBER "A"

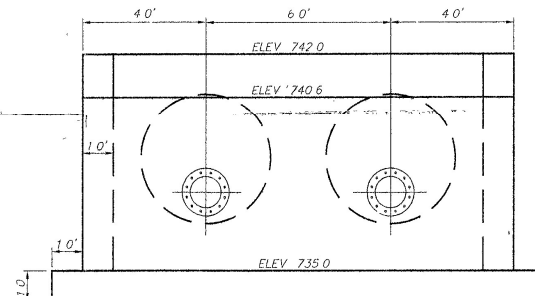
MEMBER "B"

STEEL REINFORCEMENT MEMBER
DETAILS

- NOTE
1. ALL NON-CONTINUOUS REINFORCEMENT SHALL HAVE A 15" LONG MINIMUM OVERLAP
 2. ALL REINFORCING STEEL SHALL BE EPOXY COATED UNLESS OTHERWISE SHOWN
 3. ALL REINFORCEMENT STEEL SHALL HAVE A 3" DEPTH CLEARANCE FROM FINISHED EXTERIOR FACES OF THE STRUCTURES
 4. MAXIMUM SPACING BETWEEN STEEL REBARS IS SHOWN. REBARS ARE TO BE EVENLY SPACED WITH SPACING NOT TO EXCEED MAXIMUM DISTANCES SPECIFIED



SECTION A-A



SECTION B-B

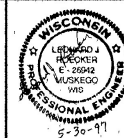
DROP BOX STRUCTURE
DETAIL

EXHIBIT B-2
PAGE 5

KENOSHA COUNTY DEPARTMENT PUBLIC WORKS

APPROVED BY: *John S. [Signature]* 6/20/97

DATE



| REVISIONS | SCALE | HOR | 1 | NA | VERT | 1 | NA |
|--|-----------|-----|---|----|------|---|----|
| BRAIN BY: <i>REB</i> | DATE 5/97 | | | | | | |
| DESIGNED BY: <i>LJR</i> | | | | | | | |
| CHECKED BY: <i>LJR</i> | | | | | | | |
| APPROVED BY: <i>LJR</i> | | | | | | | |
| 1/4 SECTION NO. NE 32 & NW 34 T1N R20E | | | | | | | |
| SYSTEM NO. <i>96-8107</i> | | | | | | | |
| PROJECT NO. | | | | | | | |

KENOSHA COUNTY DEPARTMENT PUBLIC WORKS
DAM STRUCTURE/CULVERT REPLACEMENT PROJECT
DETAILS

| | |
|---|----------------------------|
| IN C.T.H. "C" | SHEET 2 |
| AT SOUTH END OF CAMP LAKE | OF 2 |
| JCZIMMERMANENGINEERINGCORP. | |
| 2200 WEST LOOMIS ROAD KENOSHA, WISCONSIN 53141 | GREENDALE, WISCONSIN 53024 |
| FILE NO 96-8107 | |