

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, January 14, 2013 - 5:00 pm

Chairman: Michael J. Orth **Vice Chairman: Anthony Kennedy**
Commissioner: Chris Schwartz **Commissioner: Rocco J. LaMacchia, Sr.**
Commissioner: Kevin E. Mathewson

Call to Order
Roll Call

A. APPROVAL OF MINUTES

A-1. Approval of the minutes of the meeting held on December 10, 2012.

C. REFERRED TO COMMISSION

C-1. Request from Drum Strong to use Celebration Place as a fundraiser on Saturday, May 18, 2013 from 10am to 6pm. (*District 2*) (*Also referred to Public Works*)

C-2. Addendum Requests from Joovay Events for their events in 2013 to be held at the Sesquicentennial Bandshell. (*District 1*)

C-3. Report of Handicap Accessibility Park Locations.

C-4. Approval of Agreement by and between the Board of Park Commissioners and Kenosha Area Athletics, Inc. (*Poerio Park*)

C-5. Approval of Master Contract between SAA Design Group, Inc., and the City for Professional Services.

C-6. Change Requests.

INFORMATIONAL ITEMS:

1. Project Status Report
2. Status Update for Southport Park Master Plan

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4052 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, December 10, 2012

A meeting of the Board of Parks Commissioners was held on Monday, December 10, 2012 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:02 pm by Chairman Orth.

At roll call, the following members were present: Commissioners Schwartz, LaMacchia, and Kennedy. Commissioner Mathewson arrived during item C-1. Staff members in attendance were Michael Lemens, Director of Public Works; Shelly Billingsley, Director of Engineering; Jeff Warnock, Superintendent of Parks; Mary Durkee, Parks Operation Supervisor; Mayor Keith Bosman; Frank Pacetti, City Administrator; and Jon Mulligan, Assistant City Attorney.

It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve the minutes from the meeting held on Monday, November 26, 2012. Motion carried unanimously.

C-1. Request from the Joovay Events to hold their Zumba Fitness Class Event on Sunday, June 2, 2013 at Pennoyer Park and the Bandshell. (*District 1*)

Public Hearing: No one spoke.

It was moved by Commissioner LaMacchia, seconded by Commissioner Kennedy, to approve with fifty percent (50%) co-sponsorship. Motion carried unanimously.

C-2. Approval of Lease between the City, Board of Park Commissioners and Baseball Like It Oughta Be, LLC and Northwoods League, Inc., for Simmons Athletic Field.

Public Hearing: Vern Stenman & Cliff Johnson spoke.

Staff/Aldersperson: Attorney Jon Mulligan, Mayor Keith Bosman, and Frank Pacetti spoke.

It was moved by Commissioner Mathewson to defer for two weeks. Motion failed due to lack of second. It was then moved by Commissioner LaMacchia, seconded by Commissioner Schwartz to approve. Motion carried 4-1 (with Commissioner Mathewson voting nay)

C-3. Park Fee Staff Report.

It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to receive and file. Motion carried unanimously.

C-4. Approval of 2013 Park Fees.

It was moved by Commissioner Kennedy, seconded by Commissioner Schwartz, to approve. Motion carried unanimously.

C-5. Change Requests.

It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia, to receive and file. Motion carried unanimously.

C-6. Reschedule of December 31, 2012 meeting.

It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia, to cancel the meeting unless a special meeting prior to Common Council is needed. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report-Shelly Billingsley spoke.

SUPERINTENDENT COMMENTS: Jeff Warnock commented that he and Shelly Billingsley have a 7am meeting Thursday with Tammy Conforti to visit Handicap Accessibility Park in Port Washington. He also let the Committee know that Sunrise Park is turning out nicely.

CITIZEN COMMENTS: Cliff Johnson commented what is happening at Parks is fantastic, how he went to Muni Golf Course on Saturday and the City of Kenosha is going in the right direction. Tammy Conforti thanked Jeff Warnock for scheduling the Port Washington trip. She also let the Committee know that the fundraiser for the Kenosha Dream Playground Project went well and how she would like a sign announcing the future site.

COMMISSIONER COMMENTS: Commissioner LaMacchia agreed with the sign idea from Tammy Conforti and congratulated her on the fundraiser. Chairman Orth commented on the sign idea from Tammy Conforti and Lease at Simmons Athletic Field.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:45 pm.



Engineering Division
Shelly Billingsley P.E.
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

January 9, 2013

TO: Chairman Michael Orth, Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: New Event – Drum Strong

A request has been received from Ann Harms of Drum Strong to hold an event in Celebration Place on Saturday, May 18, 2013. This event will be similar to Relay for Life however, they will drumming to raise money for cancer. The event will be held from 10:00 am – 6:00 pm.

This is a first time event for the organization.

Recommendation:

1. To approve the event
2. Portable units must be provided by the organization
3. Equipment that is available from the city will be subject to current fees.

SPECIAL EVENT APPLICATION
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Drum Strong

Contact Person who is responsible for event: Ann Harms, John Stolfe

Address: 11011 68th Place

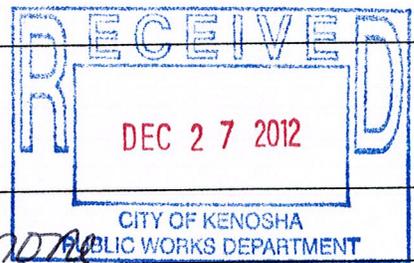
City/State/Zip Kenosha, WI 53142

Daytime # (262) 764-9110 Evening # Same Cell# _____

Fax # _____ E-mail: mary.harms@gmail.com

Is the Host Organization a 501(c)-3? Yes, provide ES# _____

EVENT INFORMATION



Name of the Event: Drum Strong

Date Requested: May 18th, 2013 Rain Date: none

Location Requested: Celebration Place Estimated Attendance _____

Charitable Event: No Yes, Proceeds donated to WeCare (Froedtert Hospital Cancer research/support)

Brief Description of the Event: This event will be similar to Relay for Life but instead of walking participants will be drumming to raise money for cancer. All proceeds earned will stay locally to support cancer research + support cancer awareness.

Set up date and time: May 18th 8:00-10:00 A.M.

Time of Event: 10:00 A.M - 6:00 P.M.

Take down date and time: 6:00 P.M - 8:00 P.M - Sat., May 18th, 2013.

Zimba
ENTERED

FOR OFFICE USE ONLY:

Application Packet Received 1/27/2012 Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

Fire: _____ PW Admin _____ PW-Streets: _____ Kris _____

**EQUIPMENT RENTAL REQUEST
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

To assist you with your special event, the Public Works Department/Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

yes
yes/no

Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.

yes
yes/no

Water: Varies by location

PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year"

of Benches _____ # of Picnic Tables _____ # of extra trash containers yes 20

of Barricades _____ Any Bleachers _____ Any Reviewing Stands _____

Showmobile New N/A Old _____

Fencing: Snow Fencing # of feet _____ Portable fencing - # of feet/sections _____

Other Special Requests: We are trying to get chairs / tables donated. If we are unable to we will rent these items from you as of April 1st, 2013.

STREET CLOSURES: Contact Public Works at 653-4050 for any partial or full street closure

of Barricades N/A A map must be attached with the placement locations

of Parking Signs N/A Organization responsibility:

Approval must be received from the Public Works Department
The department will provide the organization with a sample of the sign that is to be posted.
It is the responsibility of the organization to have these signs printed in the form and color required
Organization is responsible to supply the stakes to attach the signs in the location approved.
Further information is in Item #14 of the procedures.

NOTE: The organization will be notified if equipment requested is available for the date of your event.
See Attached Fees Schedule

**PUBLIC AMPLIFICATION PERMIT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

Event Information:

Name of Event Drum Strong

Location of Event: Celebration Place Date of Event May 18, 2013

Contact Person Ann Harms (262) 764-9110

Type of Amplified Sound

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) _____

Requested time of amplification: Start: 10:00 A.M. Ending 6:00 P.M.

Name of Company and/or Individual handling the amplification of the event:

Daytime # (262) 764-9110 Evening # Same Cell # _____

Aldersperson notification

Have you contacted the Aldersperson of the District in which the event will be held?

Yes No

Date: 12-26-12 & 12-27-12
Have left two messages,

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at www.kenosha.org and click on General Ordinances and review Section 23.

**TEMPORARY STRUCTURE
CITY OF KENOSHA - PARK DIVISION**

Please review Item #8 in the Policy/Procedure Manual

Name of Event Drum Strong

Park Requested Celebration Place Date of Event: May 18, 2013

**Structure location must be placed on site map.

Type of Temporary Structure

Tent *Will let you know by April 1st if we need to rent tents.*

Staging

Trailers

Inflatables

Dunk Tank

Other, Please explain _____

Vendor Information

(Name of Company and/or individual providing temporary structure)

Name of Company/Individual: _____

Work # _____ Home # _____ Cell _____

Insurance

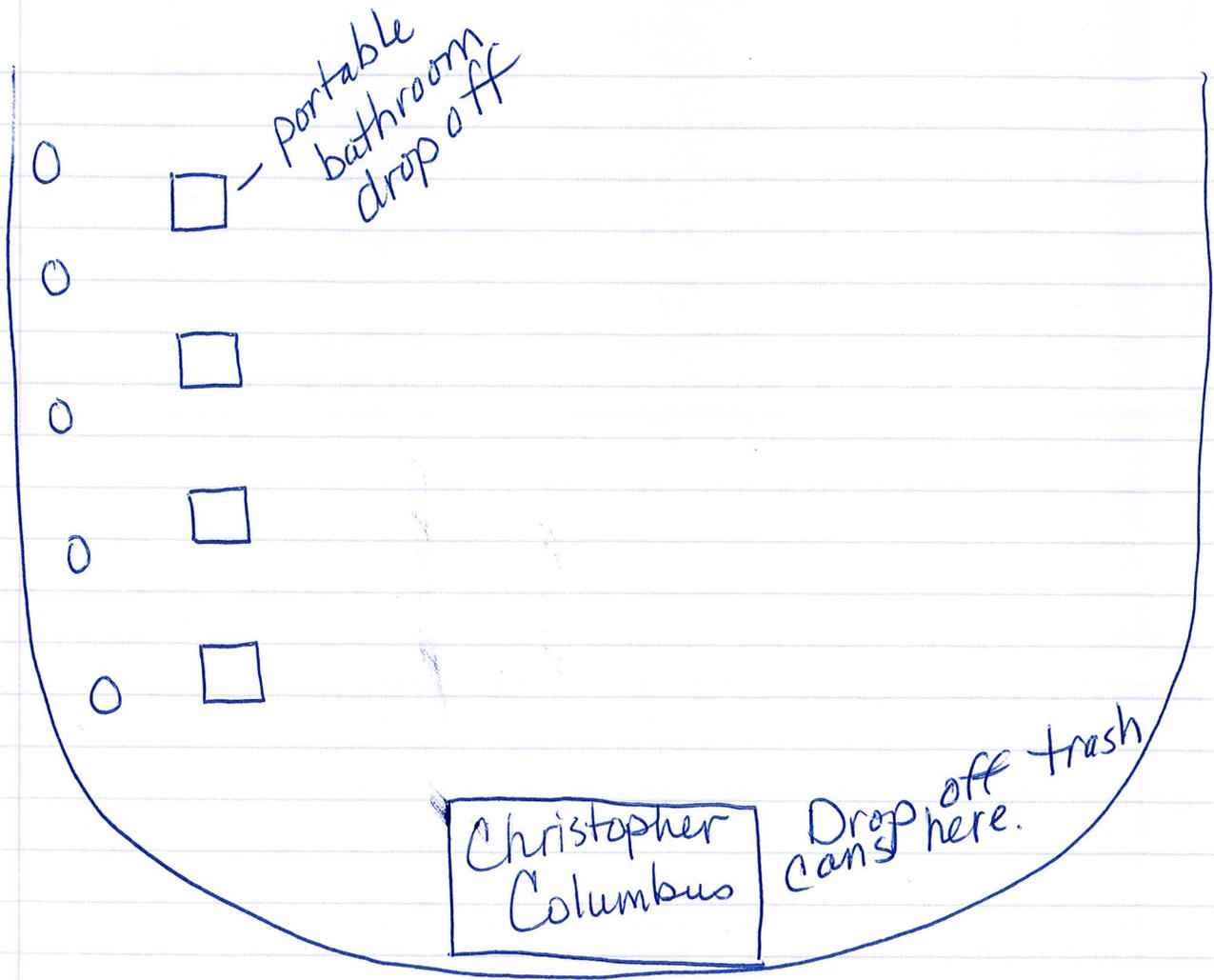
All vendors that are supplying the organization with a temporary structure must supply a Certificate of Insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's. Copy to be attached or sent to the Park Division 30 days prior to the event.

Insurance Company _____

Signature

Vendor Signature _____

Date _____



- We need 4 portable bathrooms
- We need 20 trash cans



Engineering Division

Shelly Billingsley, P.E.

Deputy Director of Public Works/City Engineer

Street Division

John H. Prijic
Superintendent

Park Division

Jeff Warnock
Superintendent

Waste Division

Rocky Bednar
Superintendent

Fleet Maintenance

Mauro Lenci
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building - 625 - 52nd Street - RM 305 - Kenosha, WI 53140

Telephone (262) 653-4050 - Fax (262) 653-4056

January 10, 2013

Drum Strong
Attn: Ann Harms & John Stolfe
11011 68th Place
Kenosha, WI 53142

RE: Drum Strong in Celebration Place on May 18, 2013

To whom it may concern:

Your request for use of Celebration Place will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, January 14, 2013

5:00 p.m.

Room 204

Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact the Superintendent of Parks Jeff Warnock at 262-653-4050.

Sincerely,

Diane S. Hoff

Secretary of the Parks Commission

cc: Board of Parks Commission
Michael M. Lemens, Director of Public Works - w/a
Shelly Billingsley, Director of Engineering - w/a
Jeff Warnock, Superintendent of Parks - w/a



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January 9, 2013

TO: Alderperson Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: Joovay Events

A request from Joovay Events to hold a Zumba Fitness class on June 1 at the Sesquicentennial Bandshell was approved on December 10, 2012. The organization has requests requests that need the approval of the commission.

1. To add another event on September 1, 2013 with same requirements as the June date.
2. To begin the set up for these events the Saturday prior to the event for decorating the 4 kiosks and stage. The time frame for this would begin at 5:00 am and completed by 8:30 pm.
3. The organization is requesting that amplification be from 3:00 pm to 10:00 pm on the day of the event.
4. The organization is requesting that they allow clean up from 10:00 pm – 12 midnight following each event.

The event sponsor will be attending the commission meeting to answer any questions.

Recommendation:

1. To approve the September 1, 2013 event with 50% sponsorship, same as the June.
2. The set up for each event shall not begin prior to 7:00 am.
3. Deny amplification until 10:00 pm, end at 9:30 pm.
4. Deny the clean up until midnight – to be done the following day.
5. The City if not responsible for any security, damage or vandalism to the organization's equipment and set up materials.

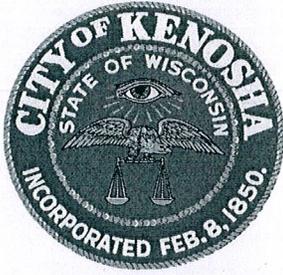
Hi,

Yes, I've included plenty of time for set-up on June 1st, which includes decorating the 4 kiosks and stage. We would probably be done by sunset(8:30pm).

The actual event is on Sunday, June 2nd. I'm suspecting that the actual amplification will be from about 3pm until 10pm, but have included time for sound checks. We will clean up until midnight. The September event has the same time frame.

Thank you,

Chelcee Daley
Joovay Events



Engineering Division
Shelly Billingsley P.E.
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

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DEPARTMENT OF PUBLIC WORKS

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Telephone (262) 653-4050 · Fax (262) 653-4056

December 4, 2012

TO: Alderperson Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: Joovay Events

A request has been received from Joovay Events for use of Pennoyer Park and the Bandshell for a Zumba Fitness Class on Sunday, June 2, 2013. The event is scheduled from 12 Noon – 6:00 pm, with set-up the previous day. This is a first time event in the City of Kenosha.

The request is also to set up a mud and washable body paint stations, this will need to be coordinated with the Park Division for location and clean up details. The 2013 Park Fees have not been established, however, the request is also for 100% sponsorship.

Recommendation: To approve the event with final details to be coordinated and approved by the Park Superintendent. To deny the request for 100% sponsorship.

Co-sponsorship @ 50% - approved 5-0

SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization: Joovay Events

Contact Person who is responsible for event: Chelcee Daley
Address: 1954 First Street. #360. Highland Park, IL 60035
City/State/Zip

EVENT INFORMATION

Daytime/Cell#: 847-401-7941

E-mail: joovayevents@gmail.com

Is the Host Organization a 501(c)-3?: No, we are third party fund raisers for this event.

Name of the Event: Zumba Fitness Class

Date Requested: Saturday June 1st, 2013-Sunday, June 2nd, 2013. Rain Dates: Same

Location Requested: The Sesquicentennial Bandshell **Estimated Attendance:** Not to exceed capacity. Please provide stand capacity of lawn.

Charitable Event: Yes. We are requesting that rental fees be waived as a portion of ticket sales will be donated to local cancer agencies.

Brief Description of Event: This will be a Zumba Fitness class for community members in honor of National Cancer Survivor's Day. Students will dance on lawn in front of the bandshell while Licensed Zumba Instructors lead a class on stage. The adjacent beach front will be utilized for a scavenger hunt (prizes buried in sand). Food will be provided and sold. No alcohol will be permitted.

Set up date and time: June 1st, 2013-5am. 4 kiosks and stage will be decorated.

Time of Event: June 2nd, 2013. 5am-12midnight. Including additional set-up, take down.

Take down date and time: Immediately following event on June 2nd, 2013

FOR OFFICE USE ONLY:

Application Packet Received _____ **Administrative/Commission Approval**

Copies sent to: Alderman _____ **Dirk** _____

Police _____

Other: _____

PUBLIC AMPLIFICATION PERMIT APPLICATION
CITY OF KENOSHA – PARK DIVISION

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When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

Event Information:

Name of Event: Joovay Events/Zumba Fitness Class

Location of Event: The Sesquicentennial Bandshell

Date of Event: Sunday, June 2nd, 2013

Contact Person: Chelcee Daley

Type of Amplified Sound

DJ

Sound System

Speeches/Announcements

Karaoke

Other (please

specify) _____

Requested time of amplification: Start: 12am Ending: 6am

Name of Company and/or Individual handling the amplification of the event
Joovay Events

Daytime/Cell#: 847-401-7941

APPLICATION "A"
December 10th, 2012

SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization: Joovay Events

Contact Person who is responsible for event: Chelcee Daley

Address: 1954 First Street. #360. Highland Park, IL 60035

City/State/Zip

EVENT INFORMATION

Daytime/Cell#: 847-401-7941

E-mail: joovayevents@gmail.com

Is the Host Organization a 501(c)-3?: No, we are third party fund raisers for this event.

Name of the Event: Zumba Fitness Class

Date Requested: Sunday, September 1st, 2013-Monday, September 2nd, 2013. Rain Dates: Same

Location Requested: The Sesquicentennial Bandshell **Estimated Attendance:** Not to exceed capacity. Please provide stand capacity of lawn.

Charitable Event: Yes. We are requesting that rental fees be waived as a portion of ticket sales will be donated to a local non for profit agency.

Brief Description of Event: This will be a Zumba Fitness class for community members in support of a local non for profit agency. Students will dance and celebrate the dawn of a new day in front of the bandshell while Licensed Zumba Instructors lead a class on stage! In true tradition, students may decide to cover themselves in mud and non-toxic, washable body paint on site before the start of the event. At the close of the event, students bathe in the lake, celebrate, and relax on the beach. We may utilize muddy construction area currently in front of bandshell for mud application and body painting. If construction area will be completed by event date, we will set up

PLICATION "D"

AP

January 9, 2013

J

**PUBLIC AMPLIFICATION PERMIT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

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Event Information:

Name of Event: Joovay Events/Zumba Fitness Class

Location of Event: The Sesquicentennial Bandshell

Date of Event: Saturday, August 31st, 2013-Sunday, September 1st, 2013

Contact Person: Chelcee Daley

Type of Amplified Sound

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) _____

Requested time of amplification: Start: Sunday, September 1st at 9:00am
End: Sunday, September 1st, 10pm

Name of Company and/or Individual handling the amplification of the event Joovay Events

Daytime/Cell#: 847-401-7941

mud and washable body paint stations elsewhere within park. Food may be provided or sold. No alcohol will be permitted! Naturally, Joovay Events staff will be fully responsible for cleaning all utilized areas.

Set up date and time: Sunday, September 1st, 2013 at 12noon.

Time of Event: Sunday, September 1st at 10:00pm-Monday, September 2nd at 8am

Take down date and time: Immediately following event

FOR OFFICE USE ONLY:

Application Packet Received _____ Administrative/Commission Approval

Copies sent to: Alderman _____ Dirk _____

Police _____

Other: _____



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
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Superintendent
Waste Division
Rocky Bednar
Superintendent

C-3

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

January 10, 2013

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

CC: Eric Haugaard
District 1

Chris Schwartz
District 2

Subject: ***Report of Handicap Accessibility Park Locations***

BACKGROUND INFORMATION

Staff has been meeting with Tammy Conforti to develop a list of possible locations to house the proposed "Dream Playground Project". The following are the possible locations that staff has reviewed with Ms. Conforti and exhibits showing the approximate footprint using the area designated at the Port Washington Site:

- Location 1: Kennedy Park
- Location 2: Tot Park in Harborpark
- Location 3: Simmon's Island

There are also two other possible locations within the area designated by the Dream Playground Project Volunteers however they are privately owned and negotiations would have to be discussed.

Location 4: Property owned by JFM – SMM located at 4th Avenue and 57th Street

Location 5: Property owned by St. Matthews Episcopal Church located North of 59th Place on 4th Ave

RECOMMENDATION

Receive and File and continue refining the various sites for acceptability and report back when more formal analysis has been completed.

Possible Locations of ADA Playground
Location 1 - Kennedy Park



5TH AVE

WASHINGTON RD

KEN

DR

5TH AVE

42ND ST

KENNEDY DR

5TH AVE

43RD ST

43RD ST

5TH AVE

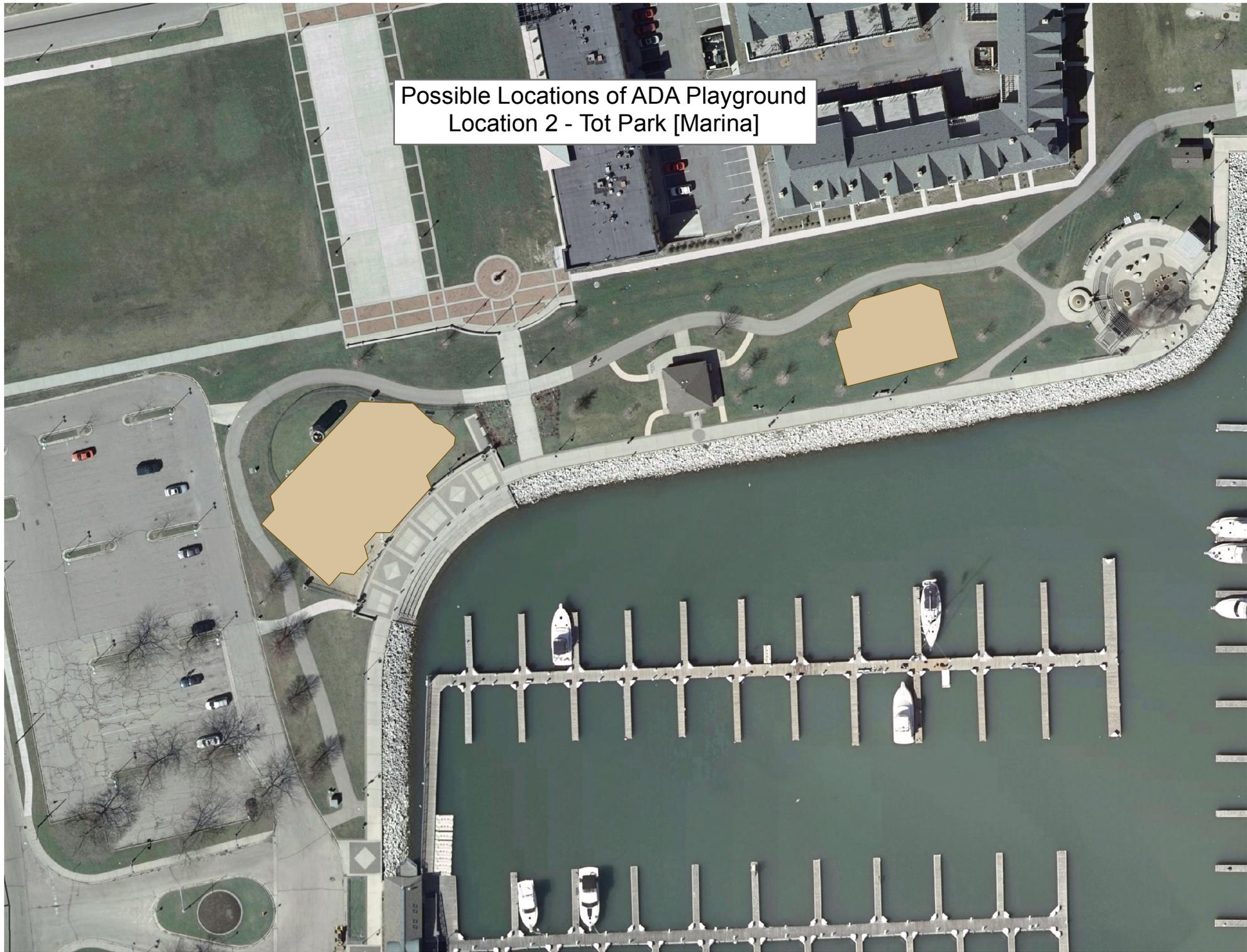
44TH ST

44TH ST

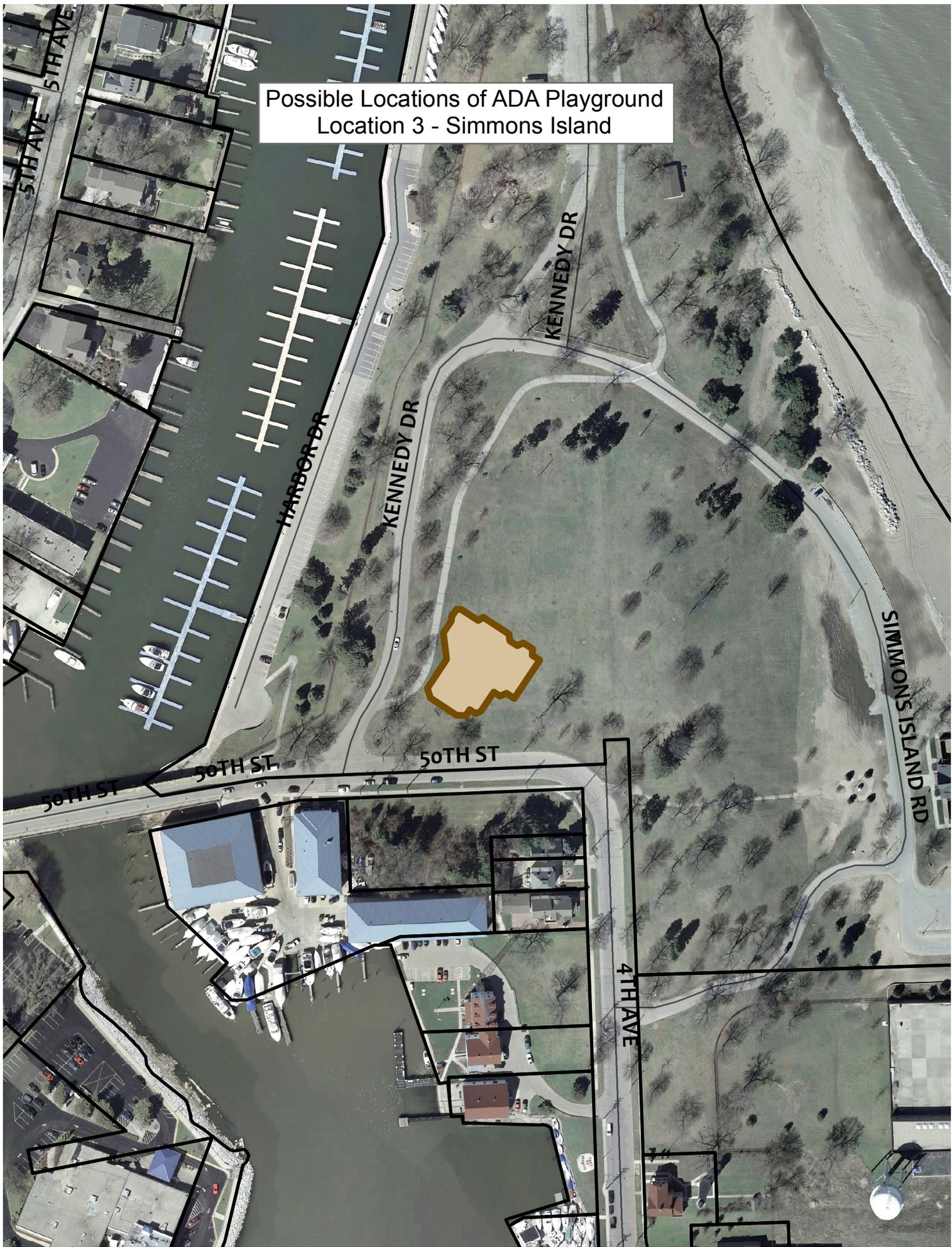
KEN

DR

Possible Locations of ADA Playground
Location 2 - Tot Park [Marina]



Possible Locations of ADA Playground
Location 3 - Simmons Island



Possible Locations of ADA Playground
Location 4 - City and Private Property
[Showing Parcel Lines]



Possible Locations of ADA Playground
Location 5 - Private Property
[Showing Parcel Lines]



12-223-32-335-014
St. Matthews Episcopal Church

58TH ST

58TH ST

4TH AVE

4TH AVE

59TH ST

4TH AVE

59TH PL

5TH AVE

4TH AVE

3RD AVE

3RD AVE

3RD AVE

AGREEMENT**By And Between**

**THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA, WISCONSIN**
a Municipal Park Commission

And

KENOSHA AREA ATHLETICS, INC.
A Wisconsin Non-Stock Corporation

THIS AGREEMENT made and entered into by and between the **BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN**, a Municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 3617 65th Street, Kenosha, Wisconsin, 53142, hereinafter referred to as “**BPC**”, and **KENOSHA AREA ATHLETICS, INC.**, a Wisconsin Non-Stock Corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 818 93rd Street, Pleasant Prairie, Wisconsin, 53158 hereinafter referred to as “**KAA** ”.

WITNESSETH:

WHEREAS, the City of Kenosha is the owner of parkland located at 1401 - 16th Avenue, commonly known as Poerio Park;

WHEREAS, **KAA** desires to have preferential use of the four (4) baseball diamonds and the concession building (hereinafter “**PREMISES**”), located within Poerio Park between March 15, 2013 and November 15, 2013; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, **BPC** and **KAA** agree as follows:

1. USE. **KAA** shall, have the right to utilize the **PREMISES** commencing March 15, 2013 and concluding November 15, 2013 . The usage granted **KAA** shall include the right to enter into

agreements with third parties to utilize the **PREMISES** so long as said use is consistent with the terms of this Agreement and does not violate any laws and/or ordinances. Notwithstanding the usage given **KAA** under this Agreement, **KAA** shall take reasonable steps to make the diamond(s) available for usage by the Kenosha County Area High Schools. **KAA** shall not charge **KUSD** a usage fee in excess of the **BPC's** usage fee. Further, **BPC** shall be entitled to use the **PREMISES** for the annual City Softball Tournament. **BPC** shall, at its first opportunity, notify **KAA** of the scheduled dates, including make-up dates, for the City Softball Tournament.

2. SCHEDULING. For each month of usage pursuant to this Agreement, **LESSEE** shall provide **BPC**, in a form and manner acceptable to **BPC**, with a schedule of its intended use for each baseball diamond on the **PREMISES**. Said schedule is to be provided to **BPC** no less than thirty days in advance. In addition, **LESSEE** shall no later than December 1 of each year of the Agreement provide **BPC** with a schedule, in a form and manner acceptable to **BPC**, of the actual usage for each baseball diamond for that calendar year. For purposes of this Agreement usage includes all use of the baseball diamonds including, but not limited to, practices, games and tournaments.

3. CONCESSIONS. **KAA** shall, on the dates of its use of the **PREMISES**, be entitled to sell concessions from the building intended for such purpose located on the **PREMISES**. Any such operation shall be done in a manner consistent with all applicable laws and ordinances. Any income realized in the sale of such concessions shall be property of **KAA**. **KAA** agrees that it shall secure the building following any use thereof by **KAA** and/or third parties with whom it has contracted..

4. USAGE FEE. **KAA** shall pay annually during the term of this Agreement \$10,000.00. In each subsequent year of this Agreement said minimum sum shall increase by three percent unless **KAA** establishes, to **BPC's** discretion; that, in the year prior to the scheduled increase, its costs associated with the operation of its baseball program exceeded its revenues. "Revenues" as used in this Agreement means the total proceeds received from any source associated with the use of the **PREMISES** including, but not limited to, tournament entry fees, concession sales, and payments made by third parties

to **KAA** for usage of the **PREMISES**. Payment shall be made by **KAA** no later than the end of the calendar year. **KAA** shall be entitled to credit against the usage fee the sum paid by it for utilities as set forth in Section 7 of this Agreement.

KAA shall maintain a system by which revenues will be recorded and saved, and will keep such records at its offices. **KAA** shall give **BPC** and **BPC's** agents the right, at any time during regular business hours, to inspect and examine the records.

5. TERM. This Agreement shall terminate on January 1, 2014. This Agreement will automatically renew for an additional two (2) year term, upon the same terms and conditions unless **KAA** is in breach of this Agreement at the time of such renewal or notifies **BPC** in writing of its intention not to renew this Agreement. **KAA** shall provide such notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the initial term.

6. MAINTENANCE. **KAA** shall be responsible for all maintenance and preparation of the baseball diamonds including, but not limited to, watering, dragging and lining of the infield surfaces, and painting of the outfield foul lines. **BPC** shall be responsible for the cutting of the grass surfaces and shall provide the equipment needed for the dragging of the infield. All maintenance and preparation shall be performed in a good and workmanlike manner. **KAA** shall be responsible for providing all equipment and supplies for its maintenance and preparation responsibilities. **BPC** shall have the right, in its sole discretion, to require **KAA** to maintain and prepare the **PREMISES** in accordance with its direction. In the event **KAA** fails to maintain the **PREMISES** as requested by **BPC** within ten (10) days or some other mutually agreeable time period, following receipt of written notice, or in the event **KAA**, upon commencement thereof, fails to diligently continue to complete any such work, **BPC** may, at its option, terminate this Agreement or perform the maintenance and the cost and expense thereof shall be payable to **BPC** by **KAA**, on demand.

7. UTILITIES. **KAA** shall be responsible for payment of all water charges associated with the irrigation of the **PREMISES**. **KAA** shall also be responsible for all electric charges associated

with lighting the baseball diamonds. **BPC** shall provide **KAA** with bills for the water and electric charges on or before the end of the year. **KAA** shall pay the bills within thirty (30) days of issuance.

8. GARBAGE PICK-UP. **BPC** shall provide adequate and appropriate containers for the temporary storage of trash, garbage, refuse, debris or litter on **PREMISES**. **KAA** shall be responsible for the emptying of the refuse containers into **BPC** provided dumpsters. **BPC** shall be responsible for the emptying of the dumpsters in accordance with **BPC's** regular schedule. **KAA** shall, keep the **PREMISES** in a clean, neat and sanitary condition, free and clear of trash, garbage, refuse, debris or litter.

9. RESTROOM FACILITIES. **BPC** shall be responsible for security, cleaning, maintaining, and supplying the restroom facilities located on the **PREMISES**. **KAA** shall monitor usage of the restroom facilities and promptly advise **BPC** of any problems with or damage to the restroom facilities. **KAA** shall be responsible for securing the restroom facilities following the use of the **PREMISES** by **KAA** and/or any third parties with whom it has contracted.

10. INSURANCE. **KAA** shall procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the **PREMISES**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. **KAA** shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **BPC** and the City of Kenosha as "additional insured;" and proof of payment of premium to the City Clerk/Treasurer for approval. **KAA** shall also provide **CITY** with a copy of the endorsement naming **BPC** and the City of Kenosha as additional insureds. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or **KAA** fails to maintain insurance coverage, **BPC** may declare this Agreement null and void as of the date no valid

insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Agreement. **BPC** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to **KAA**, whenever minimum standards of the **BPC** for all insurance policies comparable to those covering **KAA's** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **KAA** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Agreement. Should **KAA** fail to furnish, deliver and maintain such insurance coverage, **BPC** may obtain such insurance coverage and charge **KAA** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **KAA** to take out and/or maintain the required insurance shall not relieve **KAA** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **KAA** in Section 13 of this Agreement. **KAA** shall maintain during the course of this Agreement a General Liability Insurance with a minimum limit of Three Million Dollars (\$3,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) general aggregate.

11. SIGNAGE. **KAA** shall not place or erect any permanent (a sign standing for thirty (30) or more days) signs on or about **PREMISES** without the prior, written approval of the **BPC** Superintendent of Parks and without being in compliance with the City Zoning Ordinance and Code of General Ordinances. Should any signs be placed or erected as advertisements for a third party and consideration paid by said third party for the placement or erection of said signs any income derived therefrom shall be the property of **KAA**.

12. USE RESTRICTIONS. The following restrictions are applicable to **KAA's** use of **PREMISES**.

a. Amplified sound shall not exceed the decibel limit specified in Chapter 23 of the Code of General Ordinances, entitled "Noise Control". Use of a sound system shall be limited to the necessary operations and announcements related to an event. No sound system shall be used during the hours of

10:00 P.M. To 9:00 A.M., daily.

b. The use will be in compliance with all applicable Federal, State, County and **BPC** laws, rules and regulations.

c. The use will not create an unreasonable risk of loss of life, personal injury or property loss or damage, or otherwise threaten the public health, safety or welfare.

d. The use will not unreasonably interfere with the use of Poerio Park by the general public.

e. The use is subject to applicable Municipal licenses and permits, excluding Park Use Permits.

13. INDEMNITY AND HOLD HARMLESS. **KAA** does hereby agree that it will, at all times, during the course of this Agreement, indemnify and hold harmless **BPC** and the City of Kenosha , and their respective officers and employees (collectively “Indemnitees”) against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES**, resulting from (1) operations, works, acts or omission performed on **PREMISES**, by **KAA**, its officers, employees, or representatives; (2) **KAA's** failure to perform or observe any of the terms, covenants and conditions of this Agreement or (3) any condition of **PREMISES** by reason of which any person suffers personal injury, death or property loss or damage. Upon the filing with **BPC** and the City of Kenosha of a claim for damages arising out of any incident(s) which **KAA** herein agrees to indemnify and hold harmless the Indemnitees. **KAA** shall be notified of such claim, and in the event that **KAA** does not settle or compromise such claim, then **KAA** shall undertake the legal defense of such claim on behalf of **KAA** and the Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against any Indemnitee for any cause for which **KAA** is liable hereunder, shall be conclusive against **KAA** 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.

14. TERMINATION. In the event either party should fail to fulfill in a timely manner any of its obligations under this Agreement, the non-breaching party shall have the immediate right to terminate this Agreement by giving thirty (30) days written notice to the breaching party.

15. COUNTERPARTS. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.

16. ENTIRE AGREEMENT. This Agreement shall constitute the full and complete Agreement of the parties and it shall supersede all prior written or oral agreements, statements or understandings. The parties acknowledge there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

17. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. LAW GOVERNING. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

19. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

20. AMEND IN WRITING. This Agreement cannot be amended, changed, altered, or modified except in a writing signed by the parties.

21. CONSTRUCTION. This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an Agreement against a draftsman shall not apply to this Agreement and neither party has any rights under such doctrine.

22. WAIVER. No extension of time, forbearance, neglect or waiver by one party with

respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

23. NOTICE. Any notice required to be given to any party to this Agreement 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, return receipt requested.

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.

and
Superintendent of Parks
3617 65th Street
Kenosha, Wisconsin 53142

If to **KAA** :
Kenosha Area Athletics, Inc.
by Kerry Krehbiel
818 93rd Street
Pleasant Prairie, Wisconsin 53158

24. AUTHORIZATION. **CITY** enters into this Agreement by authorization of action taken by the Board of Park Commissioners on the _____ day of _____, 2013.

KAA enters into this Agreement by authority of its Board as evidenced by the resolution attached hereto as Exhibit A and represents to **CITY** that all acts which are a condition precedent to its entering into this Agreement have timely taken place, and that **KAA**, under State laws, is able to comply with the terms and conditions of this Agreement.

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

**THE BOARD OF PARK COMMISSIONERS
FOR THE CITY OF KENOSHA
A Wisconsin Municipal Corporation**

BY: _____
MICHAEL J. ORTH, CHAIRPERSON,

Date: _____

BY: _____
MICHAEL M. LEMENS, DIRECTOR
OF PUBLIC WORKS

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2013, **MICHAEL J. ORTH, Chairperson** and **MICHAEL M. LEMENS, Director of Public Works** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Chairperson and Interim Director of Parks, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

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



C-5

Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

January 10, 2013

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

Subject: *Approval of Master Contract between SAA Design Group, Inc., and the City of Kenosha for Professional Services*

BACKGROUND INFORMATION

Staff in 2012 received three proposals to complete professional services during 2012 for CORP Implementation, Master Park Plan Implementation and Miscellaneous Park Improvement Projects in the City of Kenosha. SAA Design Group, Inc. was chosen based on a Qualification Based Selection process and staff recommended the award of the contract.

Throughout the 2012 planning and construction year Staff has developed a great working relationship as well as great confidence in the services that they provide to the City of Kenosha Park Division. Staff has negotiated with SAA Design Group Inc. to hold their hourly professional services rates for the 2013 calendar year.

This contract describes the general services that SAA Design Group would provide to the City for various tasks. A separate task order will be developed for each specific project, that is required, based on the fees provided in this contract. The cost of each individual task order will be assigned to appropriate CIP line items as they are proposed and approved.

RECOMMENDATION

Approve the Master Contract for Professional Services with SAA Design Group, Inc.

Landscape
Architects
Planners
Engineers

December 5, 2012

Cathy Honeyager, PE
City of Kenosha
Department of Public Works
625 52nd Street
Kenosha, WI 53140

Dear Cathy:

On behalf of SAA Design Group, Inc. (SAA), I am pleased to present this renewal of the Master Contract for Park Design Services for the year 2013. As conducted in 2012, separate scope and fee will be negotiated for each task order as outlined by the city of Kenosha. Our proposed rates will remain the same as the 2012 rates and will be honored through the duration of 2013. Upon mutual agreement between SAA and the city; this contract will be extended for additional years. SAA will supply updated staff rates at the end of each calendar year prior to contract extension agreements.

We feel that the projects accomplished in 2012 helped to improve the offerings within the city's park system and are proud to have been a part of their development. I will continue to serve as project manager and offer my extensive knowledge of park planning and design techniques and your park system. Thank you very much for your interest in continuing our relationship, and we look forward to our continued work with the Kenosha park system.

Regards,



Blake Theisen, PLA, ASLA, CPSI
Project Manager
SAA Design Group, Inc.

Attachment: Scope of Services

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AGREEMENT BETWEEN
SAA Design Group, Inc.
AND

The City of Kenosha

THIS AGREEMENT is made as of the _____ day of _____, 2013, by and between The City of Kenosha, hereinafter called the CLIENT, and SAA Design Group, Inc., Madison, Wisconsin, a Wisconsin corporation, hereinafter called the ENGINEER.

The CLIENT intends to Contract for Park Planning, Design, and Engineering Services, hereinafter called SERVICES. The CLIENT agrees the ENGINEER shall provide Professional Engineering SERVICES as set forth in this Agreement and the CLIENT shall provide payment for those SERVICES as provided for in this Agreement.

SECTION 1-BASIC SERVICES OF THE ENGINEER

- 1.1 **General.** The ENGINEER shall serve as the CLIENT's professional representative in the planning, design, engineering, and permitting, SERVICES, and shall give consultation and advice to the CLIENT during the performance of SERVICES.
- 1.2 **Studies and Reports.** After receipt of written authorization to proceed, the ENGINEER shall:
 - 1.2.1 Consult with the CLIENT to clarify and define the CLIENT's requirements for SERVICES, review available data, and advise the CLIENT as to the necessity of the CLIENT's providing or obtaining other data.
 - 1.2.2 Prepare and furnish a report containing schematic layouts, sketches, and conceptual design criteria with exhibits, to indicate the considerations involved and the alternative solutions, setting forth the ENGINEER's findings and recommendations with opinions of probable cost.
- 1.3 **Preliminary Design.** After receipt of authorization to proceed with the Preliminary Design of each project, the ENGINEER shall:
 - 1.3.1 Consult with the CLIENT to determine the extent of SERVICES based on the accepted alternative; advise the CLIENT on the making of subsurface explorations, if required; and make the necessary topographical survey.
 - 1.3.2 Prepare preliminary drawings and specifications, prepare a revised opinion of probable cost and submit such to the CLIENT for review.

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- 1.4 **Final Design.** After receipt of written authorization to proceed with the Final Design of each project, the ENGINEER shall:
- 1.4.1 On the basis of the approved preliminaries, prepare Construction Documents, including working drawings and specifications, describing in sufficient detail the workmanship and materials required for construction SERVICES, and advise the CLIENT of the latest opinion of probable cost.
 - 1.4.2 Furnish to the CLIENT such documents and design data as may be required to obtain approvals from governmental agencies having jurisdiction over the project.
 - 1.4.3 Furnish a digital set of drawings and specifications for the use of bidders in submitting proposals, assist the CLIENT in analyzing proposals and assist the CLIENT in preparing the agreement for execution by the Contractor.
 - 1.4.4 Obtain approvals and permits from governmental agencies.

SECTION 2-ADDITIONAL SERVICES OF THE ENGINEER

- 2.1 **General.** The ENGINEER may provide services other than normal or customary engineering any services when instructed to, in writing, by the CLIENT. Additional services may include:
- 2.1.1 Revisions to the drawings or specifications previously approved by the CLIENT, any services in connection with Change Orders requested by the CLIENT, and any services to evaluate changes or substitutions proposed by the Contractor after award of the Construction Contract.
 - 2.1.2 Resident coordination of any construction, coordinating the replacement of all or such parts of the project as may be damaged by fire or other cause during any construction, and assisting the CLIENT in arranging for continuation of the work should the Contractor default for any reason.
 - 2.1.3 The preparation of operation and maintenance manuals, assistance in startup and other services, including serving as a consultant or witness in legal or public proceedings or hearings.
- 2.2 **Construction.** During construction, the ENGINEER may:
- 2.2.1 Review shop drawings, samples, equipment, tests, and other data submitted by the Contractor for compliance with the Contract Documents.
 - 2.2.2 Provide observation of construction through periodic visits to the site to determine general compliance of the Contractor's work with the drawings and specifications to inform the CLIENT of progress of work completed. The ENGINEER shall endeavor to protect the CLIENT against defects and deficiencies in the work of the Contractor. However, the ENGINEER is not responsible for and does not guarantee the Contractor's performance, nor

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shall he be responsible for the means, methods, techniques, sequences, or procedures of any construction selected by the Contractor.

- 2.2.3 Issue such additional instructions to the Contractor as may be necessary to interpret the drawings and specifications or to illustrate alterations required in the Contractor's work.
- 2.2.4 Review all requests for changes to the work and recommend acceptance or rejection to the CLIENT. This review will consider the need for the change and the reasonableness of the change in cost. After approval by the CLIENT, the ENGINEER will prepare a Change Order document.
- 2.2.5 Based upon the ENGINEER's on-site observations and on review of applications for payment and the accompanying data and schedules, recommend to the CLIENT, in writing, payment to the Contractor.
- 2.2.6 Prepare record drawings to show changes in the work as recorded by the Contractor.

SECTION 3-CLIENT'S RESPONSIBILITIES

- 3.1 General. The CLIENT shall provide all criteria and full information as to the CLIENT's requirements, shall give thorough consideration to and respond promptly to all submissions of the ENGINEER, and shall perform the following:
 - 3.1.1 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections.
 - 3.1.2 Advertise for proposals from bidders, open proposals at the appointed time and place, and pay all costs incidental of thereto.
 - 3.1.3 To the best of the CLIENT's ability, protect all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes, which have been damaged, moved, or removed, shall be paid for by the CLIENT as extra services of the ENGINEER.
 - 3.1.4 Designate a CLIENT's Representative with respect to the work to be performed under this Agreement. The CLIENT's Representative shall have complete authority to transmit instructions, receive information, and interpret and define the CLIENT's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement.
 - 3.1.5 Provide accounting, legal and insurance counseling services and auditing of the Contractor's records as may be necessary.
 - 3.1.6 Reimburse the ENGINEER for approval and permit fees submitted to governmental agencies.

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SECTION 4-PERIOD OF SERVICE

- 4.1 The provisions of Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of SERVICES for a period of one year.
- 4.2 Termination. This Agreement may be terminated by either party by ninety (90) days written notice. In the event of any termination, the ENGINEER shall be paid for any services performed to the date of termination, including reimbursable expenses then due, interest charges on past due invoices, and termination expenses at the ENGINEER's Standard Billing Rate Schedule.
- 4.3 Extension. This Agreement may be extended upon mutual agreement by the ENGINEER and the CLIENT. The ENGINEER will provide the CLIENT with a revised Standard Billing Rate Schedule prior to extension of this agreement on an annual basis.

SECTION 5-CLIENT'S PAYMENT TO ENGINEER

- 5.1 General. The ENGINEER shall be paid for SERVICES in connection with all projects, including:
- 5.1.1 The CLIENT shall pay the ENGINEER for the Basic services described in Section 1 of this Agreement in accordance with the following schedule:
- Payment shall be based on the attached hourly rate and expense schedule as a lump sum not to exceed the agreed upon amount for each project.
- 5.1.2 For additional SERVICES, as defined in Section 2, the CLIENT shall pay the ENGINEER on an hourly basis in accordance with the ENGINEER's Standard Billing Rate Schedule in effect when the services are performed. Reimbursable services shall include, but not be limited to: transportation and subsistence of principals and employees on special trips to the project site or to other locations, long distance telephone calls as required to expedite the work of the Contractor, reproduction of drawings and specifications in addition to those furnished under 1.4.3, review and approve fees charged by regulatory agencies and work of special consultants when required by the complex nature of the SERVICES. Reimbursable expenses shall be charged at cost. Special consultant expenses shall be charged at cost plus 10% administration fee.
- 5.2 No deduction shall be made from the ENGINEER's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

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- 5.3 If any work performed by the ENGINEER is abandoned or suspended in whole or in part by the CLIENT, the ENGINEER shall be paid for SERVICES performed prior to receipt of written notice from the CLIENT of such abandonment or suspension, together with any termination expenses resulting there from. All such SERVICES and expenses shall be paid for by the CLIENT at the ENGINEER's Standard Billing Rate Schedule.

SECTION 6-MISCELLANEOUS

- 6.1 The ENGINEER shall act as an independent contractor.
- 6.2 Ownership and Re-Use of Documents. The completed original drawings and master specification sheets shall become the property of the CLIENT, but shall remain in the custody of the ENGINEER. Re-use of any documents and/or engineering services pertaining to a project by the CLIENT on extensions of these SERVICES or on any other project shall be at the CLIENT's sole risk. The CLIENT agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such re-use of the documents and/or engineering any services by the CLIENT or by others acting through the CLIENT.
- 6.3 Successors and Assigns. This Agreement and all covenants hereof shall inure to the benefit of and be binding upon the CLIENT and the ENGINEER respectively and their partners, successors, assigns, and legal representatives. Neither the CLIENT nor the ENGINEER shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- 6.4 Integration. This Agreement, together with the Exhibits and Schedules, constitutes the entire understanding between the CLIENT and the ENGINEER, and supersedes all prior written or oral understandings between the CLIENT and the ENGINEER with regard to SERVICES, and no representations, inducements, promises, or agreements not embodied herein shall be of any force or effect. The Agreement, Exhibits, and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument entered into between the parties.
- 6.5 In the event the ENGINEER renders services to the CLIENT involving real estate owned or under the control of CLIENT, the ENGINEER shall not have any liability or responsibility with respect to any actual discharge, disbursal, release, or escape of pollutants, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, buildings, atmosphere or body of water, provided that such discharge, disbursal, release or escape has not been caused by the negligence of the ENGINEER.
- 6.6 Any construction Cost, as herein referred to, means the total cost of all work designed or specified by the ENGINEER, but does not include any payments to the ENGINEER or other consultants.
- 6.7 The ENGINEER will maintain insurance coverage for: Worker's Compensation, General Liability, Automobile Liability, Aviation Liability, and Professional Liability. The ENGINEER will provide information as to specific limits upon written request. If the

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CLIENT requires coverage or limits in addition to those in effect as of the date of this Agreement, premiums for additional insurance shall be paid by the CLIENT.

- 6.8** Since the ENGINEER has no control over the cost of labor, materials, equipment, or any services furnished by others; the Contractor(s) methods of determining prices; or competitive bidding or market conditions, the ENGINEER's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids, or actual Project or any construction Cost will not vary from the opinions of probable cost prepared by the ENGINEER.
- 6.9** The ENGINEER will provide all SERVICES in accordance with generally accepted professional practices. The ENGINEER does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, the ENGINEER will not accept those terms and conditions offered by the CLIENT in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of any services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- 6.10** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
- 6.11** This Agreement includes the following exhibits:

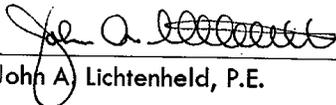
2013 Staff Rate Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CLIENT: CITY OF KENOSHA

ENGINEER: SAA DESIGN GROUP, Inc.

By: _____
The above person is authorized to sign for CLIENT

By: 
John A. Lichtenheld, P.E.

Title: _____

Title: Principal

Date: _____

Date: 12/5/12

Attest: _____

Attest: 

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SAA Design Group, Inc.
Proposed Kenosha Rate Schedule
Effective 1/04/13 – 12/31/13

SAA	Staff Rates
David Schreiber, PLA, ASLA Principal/Sr. Landscape Architect	145.00
John Lichtenheld, PE, AICP Principal/Sr. Civil Engineer	135.00
Gilbert Jevne, PLA, ASLA Associate/Sr. Landscape Architect	115.00
D. Bruce Morrow, PLA, ASLA, LEED® AP Associate/Sr. Landscape Architect	110.00
Marcus Fink, PE Civil Engineer	110.00
Blake Theisen, PLA, ASLA, CPSI Associate/Landscape Architect	105.00
Ryan Garcia, AICP Planner	98.00
Katie MacDonald, PE Civil Engineer	95.00
Aaron Williams, PLA, ASLA Associate/Landscape Architect	90.00
Julie Lund Accountant/Business Manager	80.00
Patrick Hannon, ASLA Landscape Designer	85.00
Aaron O'Keefe GIS Specialist, Engineering Technician	80.00
Nadine Paplow Sr. Graphic Designer/Proposal Manager	80.00
Matt Donahue Landscape Designer	70.00
Tracy Hunt Administrative Assistant	60.00

define
enhance
sustain

Expenses

- | | |
|--------------------------------------|--------------------|
| - Telephone, postage, travel expense | Cost plus 10% |
| - Mileage | .62 (federal rate) |
| - Consultants | Cost plus 10% |

Payment for services will be due 30 days from the date of invoice issued on or about the first of each month.

As required by the Wisconsin construction lien law, consultant hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned consultant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Consultant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.



Engineering Division

Shelly Billingsley, P.E.

Deputy Director of Public Works/City Engineer

Street Division

John H. Prijic

Superintendent

Park Division

Jeff Warnock

Superintendent

Waste Division

Rocky Bednar

Superintendent

Fleet Maintenance

Mauro Lenci

Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

January 11, 2013

To: Michael Orth, Chairman
Parks Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Change Requests

BACKGROUND INFORMATION

At the May 14, 2012 meeting the Commissioners agreed this item should appear on all future agendas. There are no change requests at this time.

RECOMMENDATION

Receive and file.

January 10, 2013

TO: Michael M. Lemens
Director of Public Works

FROM: Shelly Billingsley, P.E.
Deputy Director of Public Works / City Engineer



SUBJECT: Project Status Report

Project #10-1415 Lakefront Water Feature – Contractor is working on punchlist items that will be completed in Spring. [Camosy] (2)

Project # 08-1443 Bike and Pedestrian Connections - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)

Project #11-1415 CORP Implementations – Projects as outlined in the CORP and under the change requests have begun. (Citywide)

Project #11-1416 Petzke Park Mass Grading –Contractor is working on punchlist items that will be completed in Spring. [BCF Construction] (1)

Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant) – Design work on the master plan implementation has begun. The property has been annexed from the Village of Bristol to the City. Additional work will be needed with the submittal of the draft FEMA maps. The property is impacted by a proposed Floodway that staff is currently researching for conversion to flood fringe. [SAA Design Group] (16)

Project #11-1421 Southport Beach House Restoration (Wisconsin Coastal Management Grant) – This project will be completed simultaneously with the Southport Park Master Plan. [Enberg Anderson] (12)

Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant) –Contractor is working on punchlist items that will be completed in Spring. [VEIT] (SWU) (1)

Project #11-1137 Pike River Monitoring (WI Coastal Management Grant) –Sampling has begun on the Pike River for dissolved oxygen, turbidity, conductivity, pH and E. coli; areas that may be sensitive to bacterial contamination; outfalls that drain into the Pike River or Lake Michigan within the City of Kenosha. The next step is to conduct wet weather based sampling. (SWU) (1 and 4)

Project #12-1414 Anderson Pool Modifications and Splash Pad –Punch list items to follow as well as inspection from the county. [Scherrer] (9)

Project #12-1423 Sunrise Park Trail (DNR Stewardship Grant) / #12-1427 Sunrise Park Master Plan Implementation Punch list items will follow as well as boardwalk final installation. [BCF] (5)

Project #12-1420 Shagbark Trail (DNR Stewardship Grant) – Design work has begun. Staff is anticipating that the project will be bid in early part of 2013 for a spring construction [SAA Design Group] (10)

Project #12-1424 Southport Park Trail (DNR Stewardship Grant) –Staff is anticipating that this project will be put on hold until the Proposed Master Plan is completed [SAA Design Group] (12)

Project #12-1431 Southport Park Master Plan – Staff is completing initial staff comments. Draft report will be released to Park Commission at the January 28th meeting. [SAA Design Group] (9)

Project #TBD Museum Fountain – Punchlist Items remaining. [Badger Pools] (2)

Project #12-1430 Alford Park Warehouse Demolition – [Earth Construction] Project has begun. If weather allows the contractor will continue to remove the basement slab otherwise project will be secured and finalized in the spring.(1)

Project #12-1421- Simon's Island Phase I and Boardwalk [SAA Design Group] The consultant is beginning to develop plans and specifications. (DNR StewardshipGrant) (2)

Project #12-1432 - Peorio Park Trail [SAA Design Group] The consultant is beginning to develop plans and specifications (DNR Stewardship Grant) (1 and 4)

Design Work- Staff is working on the following projects:

Revisions to the Google Map, and miscellaneous specifications for direct purchase items as outlined in the CORP for 2012, staff is beginning to work on 2013 projects.



Informational #2

Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

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January 10, 2013

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

CC: Steve Bostrom
District 12

Subject: ***INFORMATIONAL ONLY – Status Update for Southport Master Plan***

BACKGROUND INFORMATION

Staff has received the draft report and is completing the staff review. Staff will be placing the Draft report on the January 28th Park Commission Meeting.

RECOMMENDATION

Informational Item – No Action Required