



**BOARD OF PARK COMMISSIONERS**  
**Minutes of Meeting held Monday, April 9, 2012**

A meeting of the Board of Park Commissioners was held on Monday, April 9, 2012, in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman Orth.

At roll call, the following members were present: Commissioners LaMacchia, Downing, Kennedy and Green. Staff members in attendance were Jeff Warnock, Parks Superintendent; Shelly Billingsley, Director of Engineering; and Michael Lemens, Director of Public Works.

It was moved by Commissioner Green, seconded by Commissioner LaMacchia, to approve the minutes from the meeting held on Monday, March 26, 2012. Motion passed unanimously.

- B-1. Request from the Urban League of Racine and Kenosha to rescind the total amount of charges for the Juneteenth Festival on Saturday, June 25, 2011. (*Deferred from the 3/26/12 meeting*)  
It was moved by Commissioner Kennedy, seconded by Commissioner Green to approve the waiver of 2011 fees. Motion carried 3-2 (with Commissioners Orth and LaMacchia voting nay)
- C-1. Request from Wisconsin Shores Little League to waive the Athletic fees for their 2012 League. (*District 10*)  
It was moved by Commissioner Downing, seconded by Commissioner LaMacchia to approve. Motion carried unanimously.
- C-2. Request from Pedro Nunez for permission to operate his peddler business on Simmons Island Beach and at Nash Park. (*District 2 & 11*)  
Public Hearing: Pedro Nunez Jr spoke  
It was moved by Commissioner Kennedy, seconded by Commissioner Downing, to approve. Motion passed unanimously.
- C-3. Request from Kenosha Common Markets, Inc for Temporary use of the City's Power Generator at Place de Douai. (*District 2*)  
Public Hearing: Ray Forgianni spoke  
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia to approve request with the recommended fee and to give staff the flexibility to check with Legal if anything needs to be clarified. Motion carries 4-0-1 (with Commissioner Green abstaining)
- C-4. Approval of Professional Services Agreement for Task Order #6 with SAA Design Group, Inc., for the Shagbark Park Trail Development for \$23,000. (*District 10*)  
It was moved by Commissioner Green, seconded by Commissioner Downing to approve. Motion carried unanimously.
- C-5. Award the Professional Service Contracts for:  
a. Parkway Tree Removal Project #12-1410 to Droprite Tree & Landscape Service, LLC (*Somers, Wisconsin*) in the amount of \$62,500 (*Also referred to Public Works*)  
b. Parkway Tree Pruning Project #12-1133 to Trees "R" Us, Inc (*Wauconda, Illinois*) in the amount of \$76,000. (*Also referred to Stormwater Utility*)  
c. Parkway Tree Planting Project #12-1412 to Paul Swartz Nursery & Garden Shop Inc (*Burlington, WI*) in the amount of \$33,000  
It was moved by Commissioner Green, seconded by Commissioner Downing, to approve item C5a. Motion passed unanimously. It was then moved by Commissioner Green, seconded by Commissioner Kennedy to approve item C5b. Motion carried unanimously. It was then moved by Commissioner Green, seconded by Commissioner LaMacchia to approve item C5c. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report
2. Grants – Sunrise - Shagbark

DIRECTOR/SUPERINTENDENT COMMENTS: Michael Lemens notified the Commission that the City will be receiving larger grants for other Parks. More information will be given at the next meeting. Jeff Warnock commented on the retaining walls at Washington Park.

CITIZEN/COMMISSIONERS COMMENTS: Chairman Orth presented Commissioner Green with a Plaque. Commissioner Green thanked the Staff and Alderman.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 5:33 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 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

April 24, 2012

**TO:** Chairman Michael Orth, Board of Park Commissioners  
**FROM:** Jeff Warnock, Park Superintendent  
**RE:** Use of Park Equipment off site

Request: Dennis Nelson of the Kenosha Uptown Business Group, Inc. is requesting usage of the Showmobile, Benches, Trash Containers and Barricades to use in the uptown area. This would be for the Uptown Business Classic Car Show to be held on May 27, 2012 (rain date of June 3<sup>rd</sup>), from 9:00 am – 3:00 pm

History: This is the first time for the event

Costs: Approximate: Showmobile - \$250; Benches @ \$3.00 each and trash containers  
Estimated cost between \$750 - \$1,000.

The Barricade request would need to be handled by Public Works as a Street Closure

Recommendation: To approve the request for the use of equipment with full sponsorship as stated in the attached letter from City Administration.

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 KENOSHA UPTOWN BUSINESS GROUP INC.

Contact Person who is responsible for event: DENNIS NELSON

Address: 2221-63 RD. ST.

City/State/Zip KENOSHA WI. 53143

Daytime # 262-748-4744 Evening # \_\_\_\_\_ Cell# 262-748-4744

Fax # 262-6578397 E-mail: DNELSON139@WI.PR.COM

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

**EVENT INFORMATION**

Name of the Event: UPTOWN BUSINESS CLASSIC CAR SHOW

Date Requested: MAY 27TH. 2012 Rain Date JUNE 3RD 2012

Location Requested: UPTOWN 22 AVE 60-63<sup>RD</sup> Estimated Attendance \_\_\_\_\_

Charitable Event:  No \_\_\_\_\_ Yes, Proceeds donated to \_\_\_\_\_

Brief Description of the Event: CAR SHOW, SIDE WALK SALES, BAND, TAEKWONDO DEMO. FIRE HOUSE TOURS.

Set up date and time: MAY 27TH. 2012 RAIN DATE JUNE 3RD 2012

Time of Event: 9 AM - 3 PM.

Take down date and time: MAY 27 2012

**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**

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 UPTOWN BUSINESS CAR SHOW

Location of Event: UPTOWN Date of Event MAY 27TH 2012

Contact Person DENNIS NELSON RAIN DATE - JUNE 3, 2012

**Type of Amplified Sound**

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

ACOUSTICAL, 1950'S MUSIC.

Requested time of amplification: Start: 11 AM. Ending 2 P.M.

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

TOM LANCASTER

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # 262-818-2869

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

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PARK DIVISION**

To assist you with your special event, the Kenosha 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 your event.

NO  
yes/no

Water: Varies by location

**If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"**

Benches

Picnic Tables

Trash Containers

Barricades

Snow fencing

Portable fencing

Bleachers

Reviewing Stands

Showmobile(new)

Showmobile(old)

Other Special Requests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

See Attached Fees Schedule

**KRIS KOCHMAN**  
Community Relations Liaison



CITY OF KENOSHA  
Department of Administration

April 2, 2012

Dear Parks Commission:

I am writing today in support of a new event, the Uptown Car Show, planned for 9 a.m.- 3 p.m. Sunday, May 27 in the Uptown district. It promises to be a great family event, with live music, food and more than 80 cars on display. Further, the event will draw people to the area so they may become more familiar with the many businesses in the district.

A group of dedicated business owners has spent time organizing this event and arranging sponsorship for the band. They are requesting the use of the Showmobile to better showcase the live music offered. The Mayor's office supports this new endeavor, and requests that you consider full sponsorship of the equipment request.

Sincerely,

A handwritten signature in black ink that reads 'Kris Kochman'.

Kris Kochman  
Community Relations Liaison  
City of Kenosha



**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 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

April 25, 2012

TO: Chairman Michael Orth, Board of Park Commissioners  
FROM: Jeff Warnock, Park Superintendent  
RE: Bloomin Bands

Request:

A request has been received from the Downtown Kiwanis Club for use of parks equipment for their Bloomin Bands event to be held in HarborPark on Lot A. The dates for the event are June 22 & 23, 2012. The Public Works Committee has approved the use of the property.

History:

This event is being held for the first time and is loosely based of the Bloomin' Days previously sponsored by the Downtown BID.

Costs

Showmobile (both) = \$375	50 Picnic Tables \$750	100 Benches = \$300
Snow/Portable Fencing \$500	Generator - \$200	

Estimated total: \$2,125 plus any additional labor costs as requested

Recommendation:

To approve the event and invoice the organization for costs.



5111 24 Place  
Kenosha, WI 53144

April 17, 2012

Michael Orth  
Chairman of the Parks Commission  
City of Kenosha  
625 – 52 Street  
Kenosha, WI 53120

Dear Mr. Orth:

The Downtown Kiwanis Club is hereby requesting the use of the parks equipment (as listed in the attached request) and a waiver of the associated rental fees for our planned Bloomin' Bands event on June 22 & 23, 2012. It is a loosely based revival of the Bloomin' Days event previously sponsored by the Downtown BID. We have partnered with the Downtown BID, the Kenosha Boys and Girls Club and Cross Roads of Kenosha. This will be a family friendly event featuring music, food and fun. All of the bands, music and staff help and will be volunteered. All of the proceeds will be donated back into the community.

The event will take place of the city property know as Lot A (property bounded by 5<sup>th</sup> Ave to 6<sup>th</sup> Ave and 54th Street to 55<sup>th</sup> Street). The Public Works Committee formally approved the use of this property and the associated activities at the March 28, 2012, committee meeting.

The Downtown Kiwanis Club is a service and community organization focusing on serving children and young adults. Each year, our Club provides thousands of dollars to support academic and music awards for Kenosha area school children, provide sponsorship of the Bradford High School Key Club, contribute to the support of the Boy and Girls Club, provide scholarships to deserving high school students and support many other philanthropic and community service projects for the youth of the community.

This event is intended to partner with downtown organizations and celebrate the greater downtown area. The event hours would be 5:00 PM to 10:00 PM on Friday the 22<sup>nd</sup> and 11:00 AM to 10:00 PM on Saturday the 23<sup>rd</sup>. We would start the set-up on Wednesday or Thursday before the event and take-down would occur on Sunday and Monday after the event. The event will focus on family friendly music and activities with food and other activities.

The Downtown Kiwanis Club respectfully requests the the approval of the Parks Commission for use of the parks equipment and a waiver the rental fees for the use of this equipment for this worthwhile community service project.

Sincerely,

Ron Bursek  
Bloomin' Bands Committee

Copy to: Alderman Chris Schwartz

**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 DOWNTOWN KIWANIS

Contact Person who is responsible for event: RON BURSEK

Address: 5111 24 PLACE

City/State/Zip KENOSHA WI 53144

Daytime # 945 2870 Evening # 6050805 Cell# 945-2870

Fax # — E-mail: rbursek@wi.kiwanis.com

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

**EVENT INFORMATION**

Name of the Event: BLOOMIN BANDS

Date Requested: JUNE 22-23 2012 Rain Date \_\_\_\_\_

Location Requested: LOT "A" Estimated Attendance 2500 BOTH DAYS

Charitable Event:  No  Yes, Proceeds donated to LOCAL YOUTH ORGANIZATIONS

Brief Description of the Event: MUSICAL ENTERTAINMENT, FOOD VENDORS AND DISPLAYS

Set up date and time: JUNE 21, 2012

Time of Event: 5-10 PM 6/22/2012 - 11:00 AM UNTIL 10:00 P.M. 6/23/2012

Take down date and time: 6/24 & 6/25

**FOR OFFICE USE ONLY:**

Application Packet Received \_\_\_\_\_ Admin. Or Commission Approval \_\_\_\_\_

Copies sent to: Alderman \_\_\_\_\_ Dirk \_\_\_\_\_ Police \_\_\_\_\_

Fire: \_\_\_\_\_ Public Works (Admin/Streets): \_\_\_\_\_

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PARK DIVISION**

To assist you with your special event, the Kenosha 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 your event.

N/A  
yes/no

Water: Varies by location

**If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"**

100 Benches

50 Picnic Tables

40 Trash Containers

       Barricades

270 Snow fencing

140 Portable fencing

       Bleachers

       Reviewing Stands

YES Showmobile(new)

YES Showmobile(old)

Other Special Requests: GENERATOR - BOTH DATES

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

See Attached Fees Schedule



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
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April 27, 2012

To: Michael Orth, Chairman  
Park Commission

From: Shelly Billingsley, P.E.  
Director of Engineering

*Shelly Billingsley*

Cc: Eric Haugaard  
District 1

G. John Ruffolo  
District 4

Subject: ***Approval of Task Order for Professional Services by SAA Design Group Inc. for Peorio Pond Infill Development and Allocate Funding from CIP***

### **BACKGROUND INFORMATION**

Staff has completed the DNR requirement for filling the Peorio Pond due to the Red Swamp Crayfish. The final grading, seeding, and fertilizing will be completed within the next month. Staff has been discussing some options for the final use of this location due to its proximity to the parking lot, nature center, neighborhood and school and proposed an interpretive nature playground with educational signage and development of a natural ice rink. If installed this would be the first installation of this form of educational playground equipment in the State of Wisconsin and Upper Midwest.

Attached is an aerial map of the conceptual plan as well as possible interpretive nature playground equipment. SAA Design Group supplied staff with an anticipated cost for construction, installation and equipment at approximately \$140,000.

Since this area was unexpectedly modified due to the invasive species and not included in the 2012 CORP plan staff would like to propose the following revisions to the outlined park allocations for PK-11-001.

Transfer the following allocated funds from the following parks into Peorio Park – Former Pond Development:

Hobbs - Ice Skating Rink \$20,000

Isetts (Trail and Mid Block Crossing) - \$25,490

Kennedy (Soccer Fields, Rugby Pitch, Backstop, Playground Relocation, Lawn Restoration) - \$66,000

Peorio (Expansion of Parking Lot - Sports Complex) - \$82,000

More playground information is available at <http://www.gametime.com/play-systems/play-trails>.

### **RECOMMENDATION**

Approve Professional Services Task Order #3 between the Department of Public Works - Park Division and SAA Design Group to for \$13,000 to include their contract quote of \$11,780 and \$1,220 to be paid from the PK-11-001 as outlined from proposed revisions above.

### TASK ORDER #3 - SCOPE OF SERVICES

#### Tasks to be completed:

1. Site Survey and Basemap Compilation  
SAA will acquire and assemble site survey and infrastructure drawings to be provided by the city. All existing topographic information to be analyzed at a one foot contour level. All existing utilities, structures, and tree location information must be included in the detailed topographic survey provided to SAA.
2. Meeting #1: Design Program and Coordination  
SAA will attend one meeting with city staff to discuss limits of construction (old pond site, new playground, seasonal rink space, and fine grading for site), design parameters, constraints, and permitting requirements.
3. Preliminary Design  
SAA will prepare design development drawings for the site to include erosion control, finish grade engineering for the playground and pedestrian areas, detailed nature based playground design, seasonal ice rink area, and general open space.
4. Meeting #2: Design Review  
SAA will attend one meeting with city staff to review preliminary engineering drawings. Digital copies (pdf) of the plans will be submitted to the city for review one week prior.
5. Construction Document Bid Set Preparation  
SAA will prepare bid documents to be let publicly in the summer of 2012. Bid documents to include detailed construction plans and project specifications (city standards to be utilized with SAA Special Provisions). Final documents to be provided to the city in print ready digital format.
6. Prepare Cost Estimate  
SAA will assemble a detailed estimate of probable construction costs based upon the final construction documents.
7. Permitting  
SAA will complete the required DNR WRAPP (NOI) as well as a Chapter 30 permit and submit to the review agency prior to plans being let for bidding. Permitting fees will be paid by SAA and submitted for reimbursement to the city. All local permitting (erosion control, stormwater) will be completed by the city unless otherwise requested of SAA.

#### Deliverables:

Final project deliverables will include the following:

- One (1) 11x17 inch preliminary plan set for the review meeting (Meeting #2)
- One (1) 8.5x11 inch final estimate of probable construction costs
- One (1) copy of submitted permits (digital format)
- One (1) CD/DVD containing final copy-ready construction documents and estimate of probable construction costs (native format and PDF)

## Poerio Playground CDs

**Schedule:**

SAA is prepared to begin work on the project on or about March 1, 2012 and will complete the work by June 1, 2012.

**Fee:**

In consideration of the preceding scope of services, SAA proposes a fixed fee, including expenses of \$11,780.

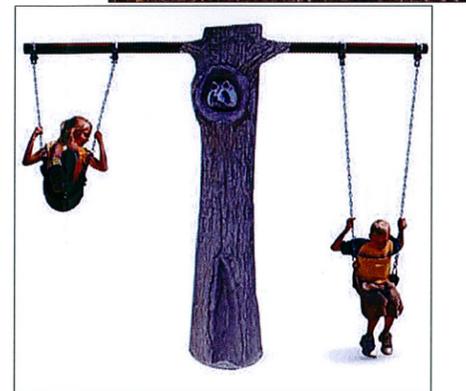
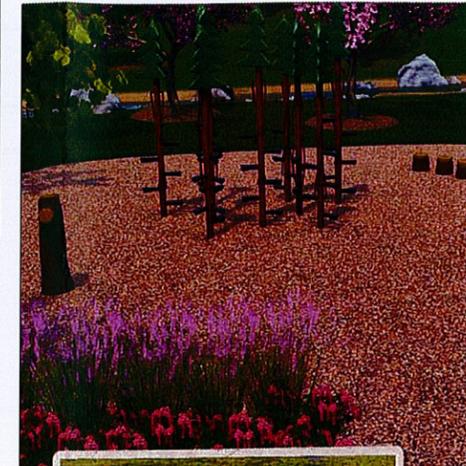
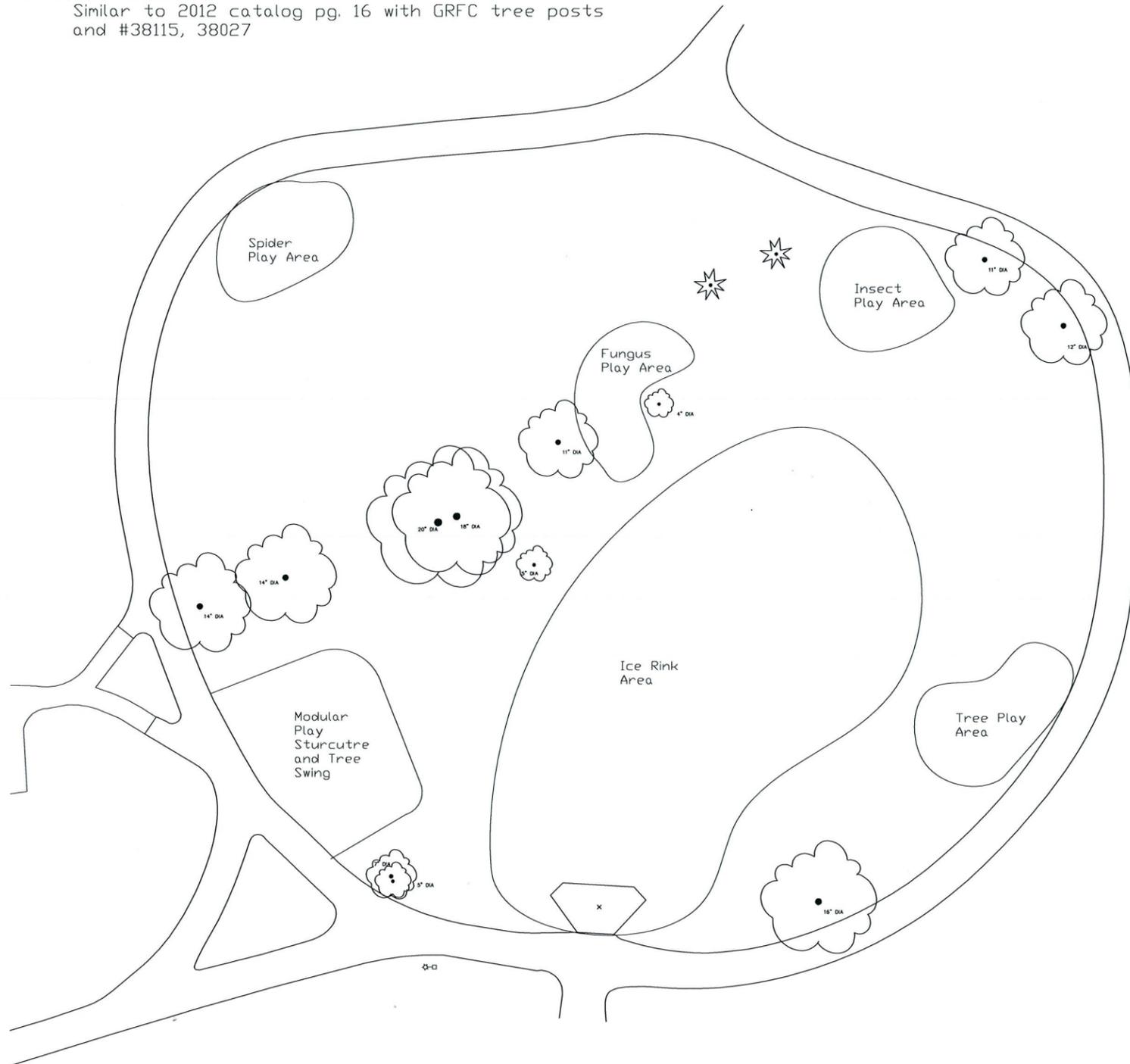
Spider Play Area  
#38001, 38026, 38056

Fungus Area  
#38110 (5), 38109, 38112, 38051

Insect Area  
#38000, 38024, 38008, 38023, 38018(2)

Tree Area  
#38019(2), 38031(2), 38049, 38111(2)

Modular Structure  
Similar to 2012 catalog pg. 16 with GRFC tree posts  
and #38115, 38027



**SAA DESIGN GROUP**  
SAA Design Group, Inc.  
717 John Nolen Drive  
Madison, WI 53713  
Ph. 608.255.0800  
Fx. 608.255.7750  
www.saa-modicon.com

Professional Seal

Revision \_\_\_\_\_ Date \_\_\_\_\_

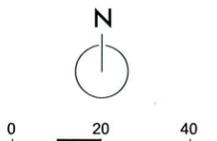
Project Name

**POERIO PARK  
PLAYGROUND  
AND ICE RINK**

**KENOSHA,  
WISCONSIN**

Drawn By: BT  
Checked By: BT  
File: XX  
Issued For: INFORMATION  
Date: 12\_0223  
Project No. 2470.03

Sheet Title  
**CONCEPT PLAN**



Sheet Number

**XX**

## 2012 Proposed Improvements

MINI PARKS				
Park	Description	Construction	Design	Total
Bain	Planter	\$1,000	\$0	\$1,000
	Remove Pavers/base	\$1,500	\$150	\$1,650
Civic Center	Replace Pavers/Base (800 sq.ft.)	\$4,000	\$400	\$4,400
	Patch Concrete	\$2,500	\$250	\$2,750
Johnson Highlands	Drinking Fountain	\$2,500	\$0	\$2,500
Newman	Spring Riders (2)	\$1,600	\$0	\$1,600
Southwest Library	Spring Riders (2)	\$1,600	\$0	\$1,600
Union	Spring Riders (2)	\$1,600	\$0	\$1,600
	CORP	\$16,300	\$800	
<b>MINI PARKS SUBTOTAL</b>		<b>\$16,300</b>	<b>\$800</b>	<b>\$17,100</b>

NEIGHBORHOOD PARKS				
Park	Description	Construction	Design	Total
Baker	Trash Receptacles	\$800	\$0	\$800
Forest	Field Improvement (West 1)	\$15,000	\$1,500	\$16,500
	Relocate/Upgrade Play Equipment	\$50,000	\$0	\$50,000
Hobbs	Ice Skating Rink (frame system)	\$20,000	\$2,000	\$22,000
Isetts	Trail (614')	\$21,490	\$2,149	\$23,639
	Mid-block Crossing (30th Ave)	\$4,000	\$400	\$4,400
Limpert	Climber	\$1,500	\$0	\$1,500
Alford	Soccer Goals (2)	\$3,000	\$0	\$3,000
Schulte	Spring Riders (2)	\$1,600	\$0	\$1,600
Sunrise (Master Plan)	Phase 1: (Mass Grading, Paths, Basketball Court, Shelter, Playground Equipment, Utility Connections, and Landscaping)	\$507,053	\$50,705	\$557,758
	CORP	\$117,390		
	Master Plans	\$507,053		
	CORP and Master Plan Design		\$56,754	
<b>NEIGHBORHOOD PARKS SUBTOTAL</b>		<b>\$624,443</b>	<b>\$56,754</b>	<b>\$681,197</b>

COMMUNITY PARKS				
Park	Description	Construction	Design	Total
Alford	Bike Racks	\$500	\$0	\$500
	Bike Racks	\$1,000	\$0	\$1,000
Anderson	Bridge with Fishing Platform	\$60,000	\$6,000	\$66,000
	Pool Replacement	\$350,000	\$60,000	\$410,000
	Soccer Fields (3)	\$30,000	\$3,000	\$33,000
	Rugby Pitch	\$10,000	\$1,000	\$11,000
Kennedy	Backstop	\$6,000	\$0	\$6,000
	Playground Relocation	\$15,000	\$0	\$15,000
	Lawn Restoration	\$5,000	\$500	\$5,500
Lincoln	Tree Identification Plaques (\$100 ea.)	\$1,000	\$0	\$1,000
	Skin Infields (Field #3 and #4)	\$20,000	\$2,000	\$22,000
Nash	Play Structure (5-12)	\$35,000	\$0	\$35,000
Pennoyer	Bike Racks	\$1,500	\$0	\$1,500
	Drinking Fountains	\$2,500	\$0	\$2,500
Poerio	Expansion of Parking Lot (Sports Complex)	\$82,000	\$8,200	\$90,200
Southport	Bike Parking (3 racks)	\$1,500	\$0	\$1,500
	Bike Racks (5)	\$2,500	\$0	\$2,500
Washington	Bridge Replacement (East)	\$30,000	\$3,000	\$33,000
	Replace Stairs (with bridge replacement)	\$40,000	\$4,000	\$44,000
	Modular Climber (Tot Lot - Washington Rd)	\$5,000	\$0	\$5,000
Wolfenbittel	Bike Racks (5)	\$1,500	\$0	\$1,500
	CORP	\$350,000	\$27,700	
	Anderson Pool	\$350,000	\$60,000	
<b>COMMUNITY PARKS SUBTOTAL</b>		<b>\$700,000</b>	<b>\$87,700</b>	<b>\$787,700</b>

CONSERVANCY PARKS				
Park	Description	Construction	Design	Total
NONE				
	CORP	\$0	\$0	
<b>CONSERVANCY PARKS SUBTOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

SPECIAL USE PARKS				
Park	Description	Construction	Design	Total
Kenosha Sports Complex	Play Structure (Toddler)	\$15,000	\$0	\$15,000
Promenade/HarborWalk (HarborPark)	Irrigation (CIP)	\$12,000	\$1,200	\$13,200
Veteran's Memorial	Bike Racks (2)	\$1,000	\$0	\$1,000
	Lighting	\$6,000	\$600	\$6,600
Washington Park Municipal Golf Course	Ski Trail Groomer	\$20,000	\$0	\$20,000
	CORP	\$34,000	\$1,800	
	Washington Park Municipal Golf Course	\$20,000		
<b>SPECIAL USE PARKS SUBTOTAL</b>		<b>\$54,000</b>	<b>\$1,800</b>	<b>\$55,800</b>

2012 Proposed Improvements (Continued)

YEAR SUMMARY - CORP			
Park Type	Construction	Design	Total
Mini Parks	\$16,300	\$600	\$17,100
Neighborhood Parks	\$117,390	\$56,754	\$174,144
Community Parks	\$350,000	\$27,700	\$377,700
Conservancy Parks	\$0	\$0	\$0
Special Use Parks	\$34,000	\$1,800	\$35,800
<b>TOTAL</b>	<b>\$517,690</b>	<b>\$87,054</b>	<b>\$604,744</b>

YEAR SUMMARY - OTHER			
Type	Construction	Design	Total
Sunrise Master Plan Construction	\$507,053	\$0	\$507,053
Anderson Pool	\$350,000	\$60,000	\$410,000
Washington Park Municipal Golf Course	\$20,000	\$0	\$20,000
<b>TOTAL</b>	<b>\$877,053</b>	<b>\$60,000</b>	<b>\$937,053</b>

2012 CIP PK 10-005	
Type	Budget FY 2012
CORP	\$517,690
Strawberry Creek	
Sunrise	\$507,053
Petlake	
Simmons Island	
Design / Engineering	\$87,054
<b>TOTAL</b>	<b>\$1,111,797</b>



**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 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

April 27, 2012

To: Michael Orth, Chairman  
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Cc: Eric Haugaard District 1	Chris Schwartz District 2
G. John Ruffolo District 4	Rocco LaMacchia District 5
Anthony Kennedy District 10	Steve Bostrom District 12
Steve Bostrom District 12	Jesse Downing District 16
David Bogdala District 17 (Formerly was included District 17)	

Subject: *Amendment of Task Order for Professional Services by SAA Design Group, Inc. for Stewardship Grant Sign Design*

**BACKGROUND INFORMATION**

The Kenosha Park Division has received numerous stewardship grants for Implementation of the City's Comprehensive Outdoor Recreation Plan (CORP). For each project that utilizes these funds needs to have signage placed that shows that the project was partially funded through the Stewardship Program.

Staff requested that SAA Design Group provide the graphics and detail for all of the signs needed for the grants received by the Park Division. These graphics and details will then be sent out to local sign makers for manufacturing of the sign and installation will be provided by Parks staff.

**RECOMMENDATION**

Approve Task Order #7 between the Department of Public Works - Park Division and SAA Design Group for \$1,300 to include their quote of \$1,197 and \$103 of contingency to be paid from PK-11-001.

## Stewardship Grant Sign Design

### TASK ORDER #7 - SCOPE OF SERVICES

#### Tasks to be completed:

1. Stewardship Grant Sign Design

SAA prepare a sign template and custom design graphics for use at the park sites receiving Stewardship/ADLP grant funding. The design will conform to the DNR requirements as well as incorporate elements of the ongoing city-wide wayfinding sign project. Consideration will also be given to the existing city standard park sign style.

#### Deliverables:

Final project deliverables will include the following:

- One (1) 8.5 x 11 inch plan set including sign template and customized site specific signs
- One (1) CD/DVD containing final copy-ready print files (native format and PDF)

#### Schedule:

SAA is prepared to begin work on the project on or about May 1, 2012 and will complete the project by June 1, 2012.

#### Fee:

In consideration of the preceding scope of services, SAA proposes a fixed fee, including expenses of \$1,197.



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April 27, 2012

To: Michael Orth, Chairman  
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Cc: Jesse Downing  
District 16

David Bogdala  
District 17 (Formerly was included in District 17)

Subject: *Amendment to Task Order for Professional Services by SAA Design Group, Inc. for Strawberry Creek Park Phase I.*

**BACKGROUND INFORMATION**

The Kenosha Park Division has received a task order amendment to complete further analysis and revisions to the Strawberry Creek Park Phase I plans. Staff received the draft FEMA maps in March that showed a portion of the property dedicated to the Strawberry Creek Park within floodplain. Public Works and Community Development and Inspection staff met to discuss options to address the issues that this map presented.

Currently staff and the Strawberry Creek Subdivision are looking to submit a revision to the FEMA maps that could possibly remove this area from the floodplain and transfer it to flood fringe while modifying the stormwater detention basin needed to also include compensatory storage for the flood fringe area.

Public Works Staff is also currently working with Community Development and Inspection staff to annex the western parcel from the Village of Bristol into the City of Kenosha.

**RECOMMENDATION**

Approve Amendment to Task Order #1 between the Department of Public Works - Park Division and SAA Design Group to add an additional \$2,590 for the additional work to be paid from PK-11-001.

## Strawberry Creek Park CDs Phase 1

### TASK ORDER #1 - SCOPE OF SERVICES AMENDMENT

#### **Scope amendment:**

##### 1. Floodplain Mapping/Site Grading Revision

The WDNR provided the city with updated floodplain mapping after SAA prepared the grading plan for the site, modeled earthwork and stormwater calculations, and submitted to the city for review. Unfortunately, the new maps required large revisions to the overall plan and modeling. The resulting changes totaled 24.5 hours of SAA staff time in design and agency coordination. Positive impacts of this change include a major reduction in imported fill because of the required floodplain compensation area. This will result in construction cost savings to the city.

#### **Incurred Fees:**

SAA incurred a total of 24.5 hours resulting in an additional fee of \$2,590 and is requesting a TO amendment for this amount.



**Engineering Division**  
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 Jeff Warnock  
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C-5a

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

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

April 27, 2012

To: Eric Hugaard, Chairman, Public Works Committee  
 Michael J. Orth, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Engineering /City Engineer

Subject: Project: 11-2013 Kenosha Harbor and Southport Marina Dredging

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$200,000. Budget amount is \$205,000.

This project consists of hydraulic dredging of the Kenosha Harbor and the mouth of the Southport Marina. The western half of the Kenosha Harbor will be dredged to a depth of 11.5' below the surface of the water. The mouth of the Southport Marina will be dredged to a depth of 8' below the surface of the water. The material will then be transported hydraulically approximately 1.5 miles north and deposited on the Pennoyer Park Beach inside a temporary detainment area. The deposited material shall then be dewatered through a combination of pumping and evaporation with the excess carriage water to be pumped into the City's sanitary sewer system. After dewatering, the material shall be transported across the parking lot to the basin east of 7<sup>th</sup> Avenue. The site shall be graded and covered with a vegetative cap.

**Following is the list of bidders:**

	Base Bid Total
Shoreline Builders, Pleasant Prairie, WI	\$331,900.00
Veit & Company, Rogers, MN	\$348,922.00

It is recommended that this contract be awarded to Shoreline Builders, Pleasant Prairie, Wisconsin, for the base bid amount of \$331,900 plus \$49,600 in contingency for unforeseen conditions (if needed), for total award amount of \$381,500. Funding is from CIP Line Item PK-09-001.

This project is recommended to be approved subject to available funds being allocated and the CIP being amended.

SAB/kjb



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
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**Parks Division**  
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C-5b

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

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April 27, 2012

To: Eric Haugaard, Chairman  
Public Works Committee

Michael Orth, Chairman  
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Cc: Chris Schwartz  
District 2

Subject: ***Professional Services Agreement with Ruckert Mielke for Construction Management for Project 11-2013 Kenosha Harbor and Southport Marina Dredging***

**BACKGROUND INFORMATION**

The Kenosha Park Division has received a professional service agreement for the Kenosha Harbor and Southport Marina Dredging to complete the construction management for the project due to the current engineering work load on available staff. This task will be under the award of Project 11-2013 Kenosha Harbor and Southport Marina Dredging.

**RECOMMENDATION**

Approve Professional Service Agreement between the Department of Public Works - Park Division and Ruckert Mielke for \$12,000 to include their quote of \$10,300 with \$1,700 of contingency. This agreement is recommended to be approved subject to available funds being allocated and the CIP being amended.

April 12, 2012

Ms. Shelly Billingsley, P. E.  
Director of Engineering  
City of Kenosha  
Municipal Building  
625 52nd Street  
Kenosha, WI 53140

Re: Construction Review Services for Kenosha Harbor and Marina Dredging

Dear Shelly:

Thank you for the opportunity to provide the City of Kenosha with an estimate for construction review services for the Kenosha Harbor and Marina Dredging Construction, Project 11-2013. As we discussed, this project does not require full-time inspection. It only requires spot inspections to ensure that the contractor is adhering to the contract documents, erosion control procedures, Army Corps of Engineers Permit and keeping the Kenosha Harbor areas and Southport Marina areas open for boat traffic. We propose utilizing Kevin Wagner, EIT on this project as he is very familiar with the existing project having assisted in the creation of the design plan and special provisions for the project. Ruekert/Mielke will provide the following construction review services:

- Erosion control inspection.
- Review of site grading.
- Review of contractor's operations to ensure daily adherence to keeping harbor operations open and available for boat traffic.
- Review of contractor's dewatering operations.
- Provide daily reports utilizing e-Fields reporting system and supplying a complete set of reports at the end of the project.
- Review of the sounding survey at the end of the project to ensure contractor compliance to the specifications.
- Follow-up inspections of the restoration of the project as needed.
- Supply project quantities and recommendations of payments.

Based upon discussions with the potential contractors for the project, a total of 20 to 30 working days will be required for the dredging, grading and dewatering operations. Under the

~Kenosha City 8025-10001 Harbor Dredging Contract Assistance > 200 Design > Proposal > Billingsley-20120412-CRT Services for Harbor Dredging.doc~



Ms. Shelly Billingsley, P. E.

Re: Construction Review Services for Kenosha Harbor and Marina Dredging

April 12, 2012

Page 2

assumption that 30 working days for the project will be needed for construction review with approximately 2 hours per day dedicated to a review of the project, preparation of reports, and submittal of reports to the City, along with creation of two project payments entailing approximately 3 hours per payment, we anticipate approximately 66 hours of time total for the construction review portion of the project. This value is approximately \$5,900. If it is determined that no construction review is required for the specific days or consultations with the City to determine if construction review is needed, we would reduce or increase our efforts as needed. We do not believe that any portion of the project requires full-time on-site construction review.

Ruekert/Mielke can also provide construction staking services for the site grading for the project. The estimated cost for staking, site grading, checking of berm areas and grading construction stake-out data is \$2,900.00.

The above costs do not include oversight assistance by a senior project manager. It is assumed that this will be completed by City staff. If general oversight and contract assistance is needed, it can be provided at a cost of \$1,500.00 assuming no major project conflicts.

The above costs do not include reimbursable costs for mileage, printing or testing of materials.

If you have any questions on the above please contact this office. Thank you for allowing us the opportunity to provide this service to the City of Kenosha.

Very truly yours,

RUEKERT/MIELKE

Kenneth R. Ward, P.E.  
Principal/Office Manager

KRW:crp

cc: Michael M. Lemens, P. E., City of Kenosha  
Katie Whaples, City of Kenosha  
File

# Information #1

April 27, 2012

TO: Michael Orth  
Park Commission Chairman

FROM: Shelly Billingsley, P.E. SAB  
Director of Engineering

SUBJECT: Project Status Report

- Project #10-1415 Lakefront Water Feature** – The preconstruction meeting was Thursday, April 26<sup>th</sup>. The Contractor is set to begin construction in May. [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** – Consultant services for the design work associated with the grants and the work identified in the CORP will begin upon the execution of the Master Contract. Priority will be first given to Strawberry Creek, Anderson Pool and the projects that have received grant funding. (Citywide)
- Project #11-1416 Petzke Park Mass Grading** –The parking lot has received the base material and will be paved in the spring. The contractor is working when they can due to the weather conditions. Construction is scheduled to be completed in early July. [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 is currently undergoing the annexation process from the Village of Bristol and 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 #11-1419 Park Fee Study** – The report is 90% complete. Staff is reviewing the draft document and making additional changes and adding data. The next step will be to discuss possible recommendations for inclusion into a section of the report. (Citywide)
- Project #11-1421 Southport Beachhouse Restoration (Wisconsin Coastal Management Grant)** – Consultant services for the design work associated with this project have begun. [Enberg Anderson] (12)
- Project #11-1422 Peorio Pond Invasive Control (DNR/EPA Grant)** – The pond has been filled with clay, stone and topsoil per WDNR requirements. The existing site has been sprayed with Polymer to keep the soil from eroding during the winter months and to allow for the fill to settle. The site will be re-graded, seeded, fertilized and mulched for final restoration in the next few weeks. (1 and 4)
- Project #11-1423 Southport Shoreline Repair** – Staff has submitted for the shoreline maintenance permit and once obtained will begin rebuilding the shoreline in Southport Park. The 30 day public comment period to obtain the DNR grant will end this week. Staff is waiting on permit being issued. (12)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – [AECOM] Plans are completed and bids were received on March 7th. Work will be delayed within the beach area due to the Chapter 30 permit. Work may begin on the bioswales in May. [AECOM] (SWU) ( 1)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – Work associated with this grant is scheduled to begin in May. (1 and 4)
- Project #12-1414 Anderson Pool Modifications and Splash Pad** – Design work on the master plan implementation has begun. Final plans from SAA are expected to be supplied in May. [SAA Design Group] (9)
- Project #12-1425 Washington Park Pool Stair Modifications** – Per Health Department Inspection the stairs to the slides at Washington Pool need repair. Staff advertised for request for quotes but no quotes were received. The proposed specification is currently being reviewed by a pool designer and installer for a cost estimate. (6)
- Project #12-1423 Sunrise Park Trail (DNR Stewardship Grant)**– Design work has begun. Staff is anticipating that the project will be bid this summer for construction to begin this fall. [SAA Design Group] (5)
- Project #12-1420 Shagbark Trail (DNR Stewardship Grant)** – Design work has begun. Staff is anticipating that the project will be bid in Fall for a Spring 2013 construction [SAA Design Group] (10)
- Project #12-1424 Southport Park Trail (DNR Stewardship Grant)** – Design work has begun. Staff is anticipating that the project will be bid in Fall for a Spring 2013 construction [SAA Design Group] (12)
- Project #12-1410 Tree Removal** – The contract has been executed. [Droprite] (Citywide).
- Project #12-1133 Tree Pruning** – The contract is pending signature from contractor. [Trees R Us] (Citywide).
- Project #12-1412 Tree Planting** – The contract has been executed. [Paul Swartz] (Citywide).

**Design Work-** Staff is working on the following projects:

Revisions to the Google Map, Tree Contracts, Simmons Island Park Boardwalk Grant, Shagbark Trail Grant, Peorio Pond Play Area, Museum Fountain.



# Information #3

**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
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**DEPARTMENT OF PUBLIC WORKS**  
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April 27, 2012

To: Michael Orth, Chairman  
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

CC: Eric Haugaard  
District 1

G. John Ruffolo  
District 4

Anthony Kennedy  
District 10

Jesse Downing  
District 16

David Bogdala  
District 17 (Formerly was included in District 17)

Subject: ***Informational Item – Stewardship Grants for Strawberry Creek, Shagbark Park Trail Development Amendment No. 1, and Peorio Park***

**BACKGROUND INFORMATION**

Staff has received and executed the attached Outdoor Recreation Aids Grant Agreements for the following Parks and Amounts:

- Strawberry Creek Park Development from the Acquisition and Development of Local Parks Grant \$312,220.00 (\$156,110 grant and \$156,110 CIP)
- Strawberry Creek Park Trail Development from the Recreational Trails Act Grant \$90,000 (\$45,000 Grant and \$45,000 CIP)
- Shagbark Park Trail Development Amendment No. 1 from the Acquisition and Development of Local Parks Grant to increase the grant by \$32,000 (Additional \$16,000 Grant and \$16,000 CIP)
- Peorio Park Trail & Bridge Improvements from the Acquisition and Development of Local Parks Grant \$227,900 (\$113,950 Grant and \$113,950 CIP)

**RECOMMENDATION**

Informational Only – No Action Required. Additional grants will be coming.

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Grantee/Project Sponsor</b>  City of Kenosha	<b>Project Number</b>  S-ADLP3-12-1136 (RTA-543-12)								
<b>Project Title</b>  City of Kenosha - Strawberry Creek Park Development									
<b>Period Covered by This Agreement</b>  April 3, 2012 Through June 30, 2014	<b>Name of Program</b>  Acquisition and Development of Local Parks								
<b>Project Scope and Description of Project</b>  Acquisition and Development of Local Parks subprogram funds are awarded to develop a paved access trail, park shelter and nature trails at their Strawberry Creek park. Other project items include engineering, site preparation and grading, landscaping, and miscellaneous equipment and signage.									
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>	The following documents are hereby incorporated into and made part of this agreement:								
<table border="0"> <tr> <td><b>Total Project Cost</b></td> <td style="text-align: right;">\$312,220.00</td> </tr> <tr> <td><b>Cost-Share Percentage</b></td> <td style="text-align: right;">50%</td> </tr> <tr> <td><b>State Aid Amount</b></td> <td style="text-align: right;">\$156,110.00</td> </tr> <tr> <td><b>Project Sponsor Share</b></td> <td style="text-align: right;">\$156,110.00</td> </tr> </table>	<b>Total Project Cost</b>	\$312,220.00	<b>Cost-Share Percentage</b>	50%	<b>State Aid Amount</b>	\$156,110.00	<b>Project Sponsor Share</b>	\$156,110.00	<ol style="list-style-type: none"> <li>1. Chapter NR 51, Wisconsin Administrative Code</li> <li>2. Application Dated 07/15/2011</li> </ol>
<b>Total Project Cost</b>	\$312,220.00								
<b>Cost-Share Percentage</b>	50%								
<b>State Aid Amount</b>	\$156,110.00								
<b>Project Sponsor Share</b>	\$156,110.00								

## **A. General Conditions:**

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Acquisition and Development of Local Parks and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

### **The Project Sponsor:**

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

### **The Department:**

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$156,110.00; and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

## **B. Special Conditions:**

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the approval of this Department.

- b. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- c. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- d. Final construction plans must be approved for structural adequacy by the Department of Natural Resources before construction begins.
- e. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from the Department of Natural Resources before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Commerce before construction begins.
- f. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- g. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- h. The Sponsor agrees to display a sign at the site acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.

Check here if you request advance payment totaling \$78,055.00

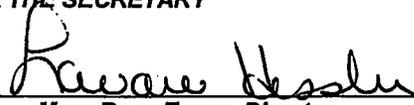
*The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.*

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY**

By   
(Signature)

Director of Public Works  
(Title)

4-16-12  
(Date)

By   
for Mary Rose Teves, Director  
Bureau of Community Financial Assistance

April 3, 2012  
(Date)

YOUR COPY

Use: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Grantee/Project Sponsor</b> City of Kenosha	<b>Project Number</b> RTA-543-12 (S-ADLP3-12-1136)
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<b>Project Title</b> City of Kenosha - Strawberry Creek Park Trail Development
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<b>Period Covered by This Agreement</b> April 3, 2012 Through June 30, 2014	<b>Name of Program</b> Recreational Trails Act
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<b>Project Scope and Description of Project</b> The City of Kenosha has requested matching grant assistance from the federal National Recreation Trails program to develop a paved access trail, nature trails, and miscellaneous equipment and signage at their new Strawberry Creek Park. Overall project also assisted with Stewardship.
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<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td><b>Total Project Cost</b></td> <td>\$90,000.00</td> </tr> <tr> <td><b>Cost-Share Percentage</b></td> <td>50%</td> </tr> <tr> <td><b>State Aid Amount</b></td> <td>\$45,000.00</td> </tr> <tr> <td><b>Project Sponsor Share</b></td> <td>\$45,000.00</td> </tr> </table>	<b>Total Project Cost</b>	\$90,000.00	<b>Cost-Share Percentage</b>	50%	<b>State Aid Amount</b>	\$45,000.00	<b>Project Sponsor Share</b>	\$45,000.00	<ol style="list-style-type: none"> <li><i>Chapter NR 50, Wisconsin Administrative Code</i></li> <li><i>Application Dated</i></li> </ol>
<b>Total Project Cost</b>	\$90,000.00								
<b>Cost-Share Percentage</b>	50%								
<b>State Aid Amount</b>	\$45,000.00								
<b>Project Sponsor Share</b>	\$45,000.00								

## **A. General Conditions:**

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Trails Act and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

### **The Project Sponsor:**

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

### **The Department:**

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$45,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

## **B. Special Conditions:**

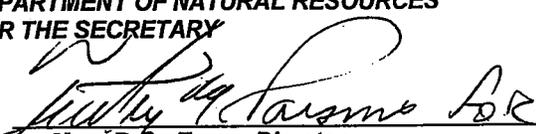
- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the approval of this Department.

- b. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- c. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- d. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- e. In connection with the performance of work under this agreement, the sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the sponsor further agrees to take affirmative action to ensure equal employment opportunities.
- f. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- g. This grant is funded through a grant from the US Department of Transportation, Federal Highway Administration under the Recreational Trails Program authorized under Section 1112 of the Transportation Efficiency Act for the 21st Century which amended 23 USC 206. This procurement will be subject to regulations set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project. This procurement shall be subject to the regulations contained Section 20.219, Recreational Trails Program, of the Catalog of Federal Domestic Assistance, <http://www.cfda.gov>. The grantee shall maintain the financial information and dated records used in the preparation or support of the cost submission for the grant in effect on the date of execution for this grant until three years after the final voucher has been approved by the Federal Highway Administration. The department, US Department of Transportation, or their agents, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The grantee shall provide proper facilities for such access and inspection. In addition, they shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.
- h. Final construction plans must be approved for structural adequacy by the Department of Natural Resources before construction begins.

**The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.**

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY**

By   
(Signature)

By   
Mary Rose Teves, Director  
Bureau of Community Financial Assistance

Director of Public Works  
(Title)

4-26-12  
(Date)

4-4-2012  
(Date)

YOUR COPY

NOTE: Use of this form is required by the Department for any amendment filed pursuant to NR 7, 47, 50, 64, 65, 187, 190, 191, 198 and 335, Wis. Adm. Code. The Department will not process your amendment unless you complete and sign this form.

Sponsor	City Of Kenosha
Project Amendment No.	S-ADLP3-12-1134 (RTA-530-12).1
Program	Acquisition and Development of Local Parks

This amendment to project agreement number S-ADLP3-12-1134 (RTA-530-12) is hereby made and agreed upon by the State of Wisconsin, acting through the Secretary, Department of Natural Resources, and by City Of Kenosha, pursuant to the City of Kenosha - Shagbark Park Development.

The Sponsor and the State of Wisconsin in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

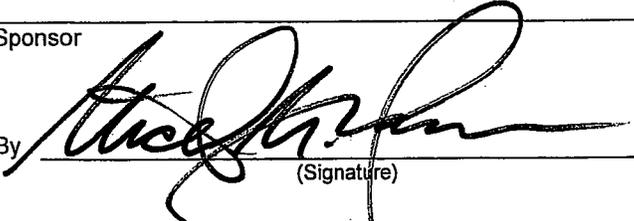
That the above-mentioned agreement is amended by adding the following:

The total project cost is increased from \$213,610.00 by \$32,000.00 to \$245,610.00.

The total project cost share is increased from \$106,805.00 by \$16,000.00 to \$122,805.00.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

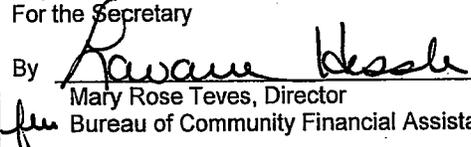
Sponsor

By   
(Signature)

Director of Public Works  
(Title)

4-16-12  
(Date)

State of Wisconsin  
Department of Natural Resources  
For the Secretary

By   
Mary Rose Teves, Director  
Bureau of Community Financial Assistance

April 5-2012  
(Date)

YOUR COPY

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Grantee/Project Sponsor</b>		<b>Project Number</b>	
City of Kenosha		S-ADLP3-12-1133	
<b>Project Title</b>			
City of Kenosha - Poerio Park Trail & Bridge Improvements			
<b>Period Covered by This Agreement</b>		<b>Name of Program</b>	
April 3, 2012 Through June 30, 2014		Acquisition and Development of Local Parks	
<b>Project Scope and Description of Project</b>			
Acquisition and Development of Local Parks subprogram funds are awarded for trail and bridge improvements at their local Poerio Park. Matching grant funding for passive activities will provide for engineering design and supervision, site preparation, 2070 ft. 8' chip trail, bridge, park benches, signage, and native landscaping.			
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>		The following documents are hereby incorporated into and made part of this agreement:	
<b>Total Project Cost</b>	\$227,900.00	<ol style="list-style-type: none"> <li>1. Chapter NR 51, Wisconsin Administrative Code</li> <li>2. Application Dated 07/15/2011</li> </ol>	
<b>Cost-Share Percentage</b>	50%		
<b>State Aid Amount</b>	\$113,950.00		
<b>Project Sponsor Share</b>	\$113,950.00		

## A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Acquisition and Development of Local Parks and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

### The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

### The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$113,950.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

## B. Special Conditions:

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the approval of this Department.

- b. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- c. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- d. Final construction plans must be approved for structural adequacy by the Department of Natural Resources before construction begins.
- e. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- f. The Sponsor agrees to display a sign at the site acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
- g. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers & DNR permits.

Check here if you request advance payment totaling \$56,975.00

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY

By   
(Signature)  
Director of Public Works  
(Title)

By   
for Mary Rose Teves, Director  
Bureau of Community Financial Assistance

4-16-12  
(Date)

April 3, 2012  
(Date)