

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, May 12, 2014 - 5:00 pm

Chairman:	Scott N. Gordon	Vice Chairman:	Keith W. Rosenberg
Commissioner:	Kurt Wicklund	Commissioner:	Rocco J. LaMacchia, Sr.
Commissioner:	Jack Rose		

Call to Order
Roll Call

Approval of the minutes of the meetings held on April 28, 2014 and May 5, 2014.

1. Request from the Kenosha Symphony Orchestra for permission to sell fermented malt beverages and wine at their 75th Anniversary Season event (*Symphony on the Shore*) on Friday, August 22, 2014 from 6:00pm to 9:00pm at the Southport Beach House. (*District12*)
2. Approval of the Fireworks Display Agreement By and Between the City (*of Kenosha through its Department of Public Works*) and MIAND, Inc. (*dba/ Mad Bomber Fireworks Productions*).
3. Reschedule of May 26, 2014 (*Memorial Day*) meeting.

INFORMATIONAL ITEMS:

1. Project Status Report

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS PERTAINING TO
PARKS COMMISSION MATTERS 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, April 28, 2014

A meeting of the Board of Park Commissioners was held on Monday, April 28, 2014 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners LaMacchia, Rose, Wicklund and Rosenberg. Staff members in attendance were Michael Lemens, Director of Public Works; Shelly Billingsley, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks, City Attorney John Mulligan, Deputy Police Chief Dan Miskinis; Alderperson Curt Wilson and Alderperson Eric Haugaard.

It was moved by Commissioner Rosenberg, seconded by Commissioner LaMacchia, to approve the minutes from the meeting held on Monday, April 14, 2014. Motion carried unanimously.

1. Request from the Urban League of Racine & Kenosha to hold their "Juneteenth Festival" on Saturday, June 28, 2014 (*with a rain date of Saturday, July 12, 2014*) from 11:00am to 6:30pm at Pennoyer Park and the Bandshell. (*District 1*)
Staff: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg, to approve. Motion carried unanimously.
2. Award of Professional Service Contracts for:
 - a. Project 14-1417 Parkway Tree Removal to Asplundh Tree Expert Co. (*Schofield, Wisconsin*) (*Citywide*) (*Also referred to Public Works*)
 - b. Project 14-1418 Planting Trees in Lawn Park Areas to Paul Swartz Nursery & Garden Shop Inc. (*Burlington, Wisconsin*) (*Citywide*)Staff: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg, to approve. Motion carried unanimously.
3. Approval of the second amendment to the Lease between the City (*of Kenosha, Wisconsin*), Board of Park Commissioners, Baseball Like It Oughta Be, LLC and Northwoods League, Inc. (*Also referred to Finance*) (*Referred from Council on 4/21/14*)
Staff: Michael Lemens and City Attorney John Mulligan spoke.
Public Hearing: Jack McGee (representative from King Fish) spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg, to approve. Motion carried unanimously.
4. Approval of Resolution to authorize staff to pursue a grant for Sunrise Park. (*District 5*)
Staff: Shelly Billingsley spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg, to approve. Motion carried unanimously.
5. Change Requests.
Staff: Shelly Billingsley spoke.
It was moved by Commissioner Rosenberg, seconded by Commissioner Wicklund, to approve to have on the agenda only when needed. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report – Shelly Billingsley spoke.

SUPERINTENDENT COMMENTS: Jeff Warnock commented that the greenhouse is full with flowers and won't be put in for about two months because of the weather. The Golf course is trying to get much play but with the weather it is slow & revenue won't be up.

CITIZEN COMMENTS: Karen Greidanus spoke about the Kennedy and Pennoyer Park Master Plan and the Kenosha Dream Playground. She invited the Commissioners to a presentation by the Friends of Kennedy Park Thursday, May 8 at the Public Museum in the Daimler room at 7pm. Jamie Forsythe spoke about Kennedy vs Pennoyer Park and the Kenosha Dream Playground. Cara Johnson spoke about Pennoyer Park being a better park for the Kenosha Dream Playground. Judy Ginkowski spoke about her support for the Dream Playground. Urban Thobe talked about his wife having asthma & being by the lake is better for her to breath. How they did research on where to live and what would fit them based on the medical issues. Tammy Conforti spoke about the Dream Playground and Kennedy Park. She also read a letter out of the thousands of letters, email, etc she has received. Tammy explained what her purpose has been and how she has followed protocol. Tom Riley spoke about how closing Kennedy Drive will increase the traffic on Simmons Island by his house. He said the lakefront is open to everyone and Kennedy Drive should be open and closed at 10pm. Tom also said his area should be closed at 7pm. Dori Westmeyer spoke about the Kenosha Dream Playground, Kennedy and Pennoyer Park. How they (Friends of Kennedy Park) want to work with the Kenosha Dream Playground and tried to reach out. She also said that they just want a chance to be heard but haven't had it. Pat Schumacher asked a question about Kennedy Park and the trash there.

COMMISSIONER COMMENTS: Chairman Gordon said he can not attend the Friend of Kennedy Park meeting due to a prior commitment.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:44 pm.

BOARD OF PARK COMMISSIONERS
Minutes of a Special Meeting held Monday, May 5, 2014

A special meeting of the Board of Park Commissioners was held on Monday, May 5, 2014 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 6:45 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners LaMacchia, Wicklund, Rose and Rosenberg. Staff members in attendance were Michael Lemens, Director of Public Works and Shelly Billingsley, Deputy Director of Public Works/City Engineer.

1. Award of Contract for Project 14-2013 Southport Marina Dredging (*97 57th Street*) to Morrish Wallace Construction d/b/a Ryba Marine Construction Co. (*Cheboygan, Michigan*) in the amount of \$206,000. (*Park Funds Only*) (*District 2*) (*Also referred to Public Works*)
Staff: Michael Lemens spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose, to approve. Motion carried unanimously.

2. Resolution by the Finance Committee – Resolution To Amend the City of Kenosha Capital Improvement Program for 2013 by Increasing PK09-001 “Harbor Dredging” in the amount of \$410,000 and by Decreasing PK93-004 “Reforestation” for 2011 in the amount of \$24,500; for 2012 in the amount of \$72,000 and 2013 in the amount of \$123,600 and by Decreasing PK10-001 “Field Office Buildings” for 2013 in the amount of \$30,000 and by Decreasing PK96-001 “Equipment” for 2012 in the amount of \$9,900 with outside funding from a Coastal Management Grant in the amount of \$30,000 and a Recreational Boating Facilities Grant in the amount of \$120,000 for a Net Change of \$0. (*Also referred to Public Works and Finance*)
Staff: Michael Lemens and Shelly Billingsley spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose, to approve. Motion carried unanimously.

CITIZEN COMMENTS: Phil Kraus introduced himself as an arborist in the Parks Division for the City of Kenosha

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 6:50 pm.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

May 9, 2014

To: Scott N. Gordon, Chairman,
Park Commission

From: Jeff Warnock JW
Superintendent of Parks

Subject: Requests from the Kenosha Symphony Orchestra

BACKGROUND/ANALYSIS

The Kenosha Symphony Orchestra will be holding an invite only event at the Southport Beach House to celebrate their upcoming 75th Anniversary Season. The event is call Symphony on the Shore. They are requesting permission to sell fermented malt beverages and wine from 6:00pm – 9:00pm.

RECOMMENDATION

Staff recommends approval to sell fermented malt beverages but not the sale of wine at the Southport Beach House on Friday, August 22, 2014 from 6:00pm – 9:00pm.

JW/dh



May 5, 2014

Board of Commissioners
625 52nd St.
Kenosha, WI

To Whom it May Concern:

On August 22, 2014, the Kenosha Symphony Association will be holding an invite-only event at the Southport Beach House celebrating our upcoming 75th Anniversary Season.

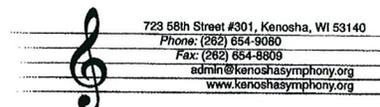
Please allow approval for the Kenosha Symphony Association (a certified 501c3 organization) to sell fermented malt beverages and wine at this fundraising event.

The purpose of the fundraiser is not only to celebrate the Kenosha Symphony's 75 years of musical excellence in the Kenosha Community, but also raise funds to help financially secure our future from this point forward. By supporting the KSA, you contribute not only to the cultural enrichment of our community, but to its quality of life as well. With this approval, you enable the Kenosha Symphony to continue its longstanding tradition of musical excellence, including exciting programming and a musical outlet for the Kenosha community at large.

Thank you again for your consideration.

Sincerely,

Sarah Gorke
Executive Director
Kenosha Symphony Association



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.

COPY

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Kenosha Symphony Association

Contact Person who is responsible for event: Sarah Gorke

Address: 723 58th St Suite 301

City/State/Zip Kenosha / WI / 53403

Daytime # (262) 551-2156 Evening # _____ Cell# (715) 207-8745

Fax # _____ E-mail: executivedirector@kenoshasympphony.org

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

EVENT INFORMATION

Name of the Event: SYMPHONY on the Shore

Date Requested: 8/22/14 Rain Date —

Location Requested: Southport Beach House Estimated Attendance 150

Charitable Event: No Yes, Proceeds donated to Kenosha Symphony Association

Brief Description of the Event: 75th Anniversary Gala / Fundraiser

Set up date and time: 2pm (8/22/14)

Time of Event: 6pm - 9pm

Take down date and time: 9-10pm

FOR OFFICE USE ONLY:

Application Packet Received 5-5-14 Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

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



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
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DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
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May 9, 2014

To: Scott N. Gordon, Chairman, Park Commission
From: Jeff Warnock *JW*
Superintendent of Parks
Subject: Amendment to the Fireworks Agreement – July 4th

BACKGROUND/ANALYSIS

Attached you will find an amended Fireworks Display Agreement By and Between the City of Kenosha through its Department of Public Works and MIAND, Inc. dba/ Mad Bomber Fireworks Productions. The amendment includes a 40% reimbursement to the Mad Bomber if the City does not have a rain date.

RECOMMENDATION

Staff recommends approval of the amended agreement.

JW/dh

FIREWORKS DISPLAY AGREEMENT

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,
THROUGH ITS DEPARTMENT OF PUBLIC WORKS**

And

**MIAND, INC. DBA Mad Bomber Fireworks Productions
A Indiana Corporation,
3999 Hupp Road
Kingsbury, IN 46345**

THIS AGREEMENT made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, with offices located at 625 – 52nd Street, Kenosha, Wisconsin ("**CITY**"), a Wisconsin municipal corporation, and **MIAND, INC., DBA MAD BOMBER FIREWORKS PRODUCTIONS**, a Indiana corporation, with its principal place of business located at 3999 Hupp Road, Kingsbury, IN 46345, ("**MAD BOMBER**").

WITNESSETH:

WHEREAS, MAD BOMBER is engaged in the sale, exhibition and display of fireworks;

WHEREAS, MAD BOMBER responded to **CITY'S** Request for Proposal ("RFP") regarding conducting a fireworks display and exhibition ("Exhibition") for a Fourth of July celebration;

WHEREAS, CITY is interested in contracting with **MAD BOMBER** for the purpose of putting on a fireworks Exhibition.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the undersigned agree as follows:

1. OBLIGATIONS OF MAD BOMBER. MAD BOMBER shall:

a. Provide all freight, cartage, transportation of equipment, material and tools for the Exhibition, together with all necessary trained and experienced pyrotechnic operators to set up and conduct the Exhibition as more particularly set forth in its response to **CITY'S** RFP. A copy of **MAD BOMBER'S** response is attached hereto and incorporated herein as Exhibit A.

b. Establish a "Safety Zone" encompassing the area immediately surrounding the launch site and a corresponding fallout zone to which unauthorized persons will be denied access.

c. Provide an Exhibition with a minimum duration of 25 minutes.

d. Remove all its equipment, together with any live or unfired material from the Safety Zone.

e. Inspect the Safety Zone the following morning for the purpose of collecting any

material, live or otherwise, in the Safety Zone.

2. OBLIGATIONS OF CITY. CITY shall:

a. Provide adequate security, fire and police protection, parking, traffic and crowd control during the Exhibition and for a reasonable time thereafter.

b. Provide materials and manpower to deny unauthorized persons from accessing the Safety Zone.

c. Be responsible for all cleanup for the Exhibition except for the Safety Zone. Said cleanup shall include, but is not limited to, removal of debris, trash, and wood; back filling holes; repairs to grass, sod or other surfaces; and removal of all barricades.

d. Be responsible for obtaining all necessary State and local permits required for the Exhibition, as well as any costs related thereto. **MAD BOMBER** shall aid and assist **CITY** in obtaining any necessary permits for the Exhibition.

e. Name **MAD BOMBER** as the primary vendor for the Exhibition in all news/media releases, advertisements, publicity, programs and announcements.

3. DATE OF EXHIBITION. The Exhibition shall be held on the evening of July 4, 2013. In the event the Exhibition is postponed due to acts of nature or God, labor disputes, strikes, wars, accidents, or other reasons beyond the parties' knowledge or reasonable control, the Exhibition shall be held on July 5, 2013 or mutually agreed upon by both parties. In the event the alternative date is required to be postponed, the parties agree that the Exhibition shall be held at the earliest mutually convenient date for the parties. Should the Exhibition be delayed, postponed or canceled due to acts of nature or God, labor disputes, strikes, wars, accidents or other reasons beyond the parties' knowledge or reasonable control, neither party shall be responsible for any cost or damages to the other associated with such delay, postponement or cancellation.

4. COMPENSATION. For its services provided herein, **CITY** shall pay **MAD BOMBER** the sum of Forty-one Thousand Three Hundred (\$41,300.00) Dollars. Said sum shall be paid to **MAD BOMBER** no later than seven (7) days after the Exhibition. All checks shall be made payable to **MIAND, INC.** Should **MAD BOMBER** fail to utilize shells in the Exhibition, whether by inadvertence or failure to explode, **CITY** shall be entitled to a credit in an amount equal to the value of the shell as enumerated in the itemization set forth in Exhibit B attached hereto. Further, should the Exhibition fail to run the minimum 25 minute duration agreed to herein, **CITY** shall be entitled to a credit as follows:

- a. 15-20 minutes – 50% of compensation
- b. 0-14 minutes – 100% of compensation

5. INSURANCE. MAD BOMBER shall maintain insurance as follows:

- a) General Commercial Liability \$5,000,000.00/Occurrence
- b) Property Damage \$2,000,000.00/Occurrence
- c) Automobile Liability \$1,000,000.00/Occurrence
- d) Workers Compensation Statutory Limits

a Comprehensive Liability Insurance Policy which shall provide coverage for all services provided herein by **MAD BOMBER** in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence. The General Commercial Liability policy shall cover all claims, damages, suits, injuries or expenses

incurred as a result of any negligent act or omission of any employee, independent contractor or agent of **MAD BOMBER**, as well as any defect or problem with any Fireworks supplied or displayed by **MAD BOMBER**. All insurance shall be issued by an insurer authorized and licensed to do business in the State of Wisconsin with a minimum financial strength rating of A+ as determined by Standard and Poor's. **MAD BOMBER** shall, within fourteen (14) days of the execution of this Agreement, furnish a Certificate of Insurance indicating compliance with the foregoing and the naming of **CITY** as an "additional insured". Further, the insurance policy shall contain a clause that in the event the policy is canceled for any reason, or any material changes are made therein, **CITY'S** Director of Public Works shall be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason the insurance coverage herein is not obtained, lapses or a material change is made to the policy resulting in a breach of **MAD BOMBER'S** obligations under the Agreement, **CITY** may declare this Agreement null and void as of the date of the cancellation or material change.

6. INDEMNIFICATION. **MAD BOMBER** shall indemnify and hold harmless **CITY**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **MAD BOMBER'S** own negligence or **MAD BOMBER'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

CITY shall indemnify and hold harmless **MAD BOMBER**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **CITY'S** own negligence or **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

7. ASSIGNMENT. This Agreement and all obligations thereunder shall not be assigned by **MAD BOMBER** without the prior written consent of **CITY**.

8. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

9. ATTORNEY FEES. If either party commences an action, whether in Court or by arbitration, to enforce its rights pursuant to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as determined by the Court or arbitrators as the case may be.

10. ENTIRE AGREEMENT. This Agreement (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior or contemporaneous agreements, understandings, representations and statements, whether written or oral, which may have taken place, or been in existence at any time between the parties.

11. HEADINGS. The headings of the sections and subsections of this Agreement are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

12. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

13. SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

14. AMENDMENTS. This Agreement cannot be amended, changed, altered or modified, except in a writing signed by the parties.

15. 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 the draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.

16. AUTHORITY. Each of the undersigned hereby represents and warrants that:

a. Such party has all requisite power and authority to execute this Agreement;

b. The execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly authorized and approved by all requisite action required by law; and,

c. This Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

17. WAIVER. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

18. NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be in writing and either by hand or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mailing.

If to **CITY:** Director of Public Works
625 – 52nd Street, Room 305
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 **MAD BOMBER:** Dan P. Miller
Sr. Vice President
MIAND, INC. DBA Mad Bomber
Fireworks Productions
3999 Hupp Road
Kingsbury, Indiana 46345

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

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: _____
KEITH G. BOSMAN, Mayor,
Date: _____

BY: _____
DEBRA SALAS
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

**MIAND, INC. DBA MAD BOMBER
FIREWORKS PRODUCTIONS,
A Indiana Corporation**

BY: _____
Dan P. Miller, Sr. Vice President

Date: _____

STATE OF _____)
 :SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2013, Dan P. Miller, Sr. Vice President, of **MIAND, INC. DBA MAD BOMBER FIREWORKS PRODUCTIONS**, a Indiana corporation, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, _____ County, _____
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

May 9, 2014

Information #1

TO: Michael M. Lemens, P.E.
Director of Public Works

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

SUBJECT: Project Status Report

- 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 / 12-1415 / 13-1415 CORP Implementations** – Continuing. (Citywide)
- Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant)** [SAA Design Group] – Design work on the master plan implementation has been put on hold due to FEMA study (16)
- Project #11-1421 Southport Beach House Restoration (Wisconsin Coastal Management Grant)** – The final report, plans and specifications have been submitted to the Wisconsin Coastal Management Grant for close out. Plans and specifications were submitted to the State Historic Society at the end of February. [Enberg Anderson] (12)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – [VEIT] AES has tentatively agreed to come down in the spring of 2014 to plant new plugs and re-seed all bioswales. (SWU) (1)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – The final report and sampling report has been sent to the WI Coastal Management Grant administration. (SWU) (1 and 4)
- Project #12-1424 Southport Park Trail (DNR Stewardship Grant)** – [Parking Lot Maintenance] Project was awarded by Common Council on April 21. Staff is working with contractor to develop schedule. (12)
- Project #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Project close-out documents were sent to contractor (1).
- Project #12-1421- Simmons Island Boardwalk Phase IA** (DNR Stewardship Grant) [H&H Civil Construction]. Construction of the boardwalk began May 6th. (2)
- Project #12-1432 - Peorio Park Trail** [SAA Design Group] This project is currently out for bid. The bid opening will be held on May 21st. Construction is expected to begin the end of June and run through the end of October. (DNR Stewardship Grant) (1 and 4)
- Project #13-1413 - Petzke Park Phase II** [SAA Design Group] Plans and specifications are being developed for Phase II of Petzke Park with construction in 2014. (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] - City staff is currently re-scoping the project. (6)
- Project #13-1412 - Simmons Field** – [Camosy Construction] All work on Camosy's contract has been complete. The project is expected to be closed out by June. (12)
- Project 13-1419 – Anderson Fishing Pier** – [SAA Design Group] Design is in process. (9)
- Project 14-1422 – Kennedy Park Master Plan** - [SAA Design Group] SAA Design Group will begin working on concepts for both parks and will present these at two Public Informational Meetings in June. (1)
- Project 14-1423 – Pennoyer Park Master Plan** - [SAA Design Group] SAA Design Group will begin working on concepts for both parks and will present these at two Public Informational Meetings in June. (1)
- Project 14-1425 Simmons Island Fence** – The bid opening is scheduled for June 4th and construction is expected to run from the end of June through August. (2)
- Design Work-** Misc. Park projects, ADA Accessible Playground, and finishing 2012 and 2013 CORP projects.