

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, May 13, 2013 - 5:00 pm

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

Call to Order
Roll Call

Approval of the minutes of the meeting held on April 8, 2013 and April 29, 2013.

1. Approval of Agreement By and Between the City (*of Kenosha*) through the Board of Parks Commissioners and Kiwanis Club of Western Kenosha, Inc. (*Nash Park*)
2. Distribution Utility Easement between the City (*of Kenosha*), WE Energies, Time Warner Entertainment Company and AT&T for a Permanent Easement at approximately 11600 75th Street. (*Phil Sander Nature Center*) (*District #16*) (*Referred from Council on 5/6/13*) (*Also referred to Public Works and City Plan*)
3. Award of Professional Service Contract for Project 13-1421 Emerald Ash Borer Treatment to Trees "R" Us (*Wauconda, Illinois*) in the amount of \$39,746. (*All Districts*)
4. Change Requests. (*Approval required*)
5. Reschedule of May 27, 2013 meeting.

INFORMATIONAL ITEMS:

1. Project Status Report

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

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

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

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, April 8, 2013

A meeting of the Board of Parks Commissioners was held on Monday, April 8, 2013 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Acting Chairman Kennedy.

At roll call, the following members were present: Commissioners Schwartz, LaMacchia, and Mathewson. Chairman Orth was excused. 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; Alderperson Steve Bostrom; Alderperson David Bogdala; Alderperson Scott Gordon, Police Chief John Morrissey; and Deputy Police Chief Dan Miskinis.

It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve the minutes from the meeting held on Monday, March 25, 2013. Motion carried unanimously.

1. Request from Waukegan Sail & Power Squadron for the following on Saturday July 27, 2013:
 - a. To hold their 3rd Annual Island Time Beach Party at Simmons Island Shelter
 - b. Permission to serve Fermented Malt Beverages (*District 2*)Staff/Alderperson: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve. Motion carried unanimously.
2. Request from 31st World Congress of Poets-Kenosha, Ltd. for the following on Saturday May 11, 2013:
 - a. To hold their Mothers of Hope Event in Wolfenbuttel Park
 - b. Request to use Park Equipment (*District 2*)Public Hearing: MaryAnn Lackovich spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to open up to a public hearing. Motion carried unanimously. After discussion, it was then moved by Commissioner LaMacchia, seconded by Commissioner Schwartz to approve with 75% sponsorship.
3. Request from 31st World Congress of Poets-Kenosha, Ltd. for the following on Thursday May 30, 2013:
 - a. To hold their USA Veterans Remember the Father of Our Country Event in Wolfenbuttel Park
 - b. Request to use Park Equipment (*District 2*)Public Hearing: MaryAnn Lackovich spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve with 75% sponsorship. It was then moved by Commissioner LaMacchia, seconded by Commissioner Schwartz to open up to a public hearing. Motion carried unanimously. After discussion, it was then moved by Commissioner Mathewson, seconded by Commissioner Schwartz to approve with 100% sponsorship. Motion carried unanimously.
4. Request from Under the Sun Florist LLC to hold their Antique and Gardening Festival on April 27-28, 2013 in Library Park. (*District 2*)
Public Hearing: No one spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Mathewson, to open up to a public hearing. Motion carried unanimously. It was then moved by Commissioner LaMacchia, seconded by Commissioner Mathewson to approve with 100% sponsorship. Motion carried unanimously.

5. Proposed Resolution by Alderperson David F. Bogdala; Co-Sponsors: Alderperson Steve G. Bostrom and Alderperson Chris Schwartz – To Develop a Partnership Between the City of Kenosha, Bird City of Wisconsin, the Kenosha Stormwater Utility, and the Kenosha Museums for the Purpose of Developing an Educational Program Designed to Educate the Public on Combating Issues with Urban Waterfowl. (*Referred from Council on 4/1/13*) (*Also referred to Stormwater Utility*)
Staff/Alderperson: Alderperson Steve Bostrom and Alderperson David Bogdala spoke.
It was moved by Commissioner Mathewson, seconded by Commissioner LaMacchia, to open up to a public hearing. Motion carried unanimously. After discussion, it was then moved by Commissioner LaMacchia, seconded by Commissioner Schwartz to approve. Motion carried unanimously.
6. Proposed Resolution by Alderperson Steve G. Bostrom, Co-Sponsors: Alderperson David F. Bogdala and Alderperson Kevin E. Mathewson - To Create A Southport Beach House Citizen Committee for the Purpose of Researching And Recommending Additional Uses of The Southport Beach House to Enhance its use and Increase Revenue. (*Referred from Council on 4/1/13*) (*Also referred to Public Works*)
Staff/Alderperson: Alderperson Steve Bostrom spoke.
It was moved by Commissioner Mathewson, seconded by Commissioner LaMacchia, to open up to a public hearing. Motion carried unanimously.
Public Hearing: Margaret Heller, Doug Williams, George Clark, and Stephanie Post spoke.
Public Hearing closed. It was then moved by Commissioner Mathewson, seconded by Commissioner LaMacchia to approve. Acting Chairman Kennedy passed the gavel. After further discussion, it was moved by Acting Chairman Kennedy to defer for two weeks.
Staff/Alderperson: Alderperson David Bogdala spoke.
Motion failed due to a lack of a second. It was then moved by Commissioner LaMacchia, seconded by Mathewson to open up to another public hearing. Motion carried unanimously.
Public Hearing: Margaret Heller, Alderperson Steve Bostrom, George Clark and MaryAnn Lackovich.
Public Hearing closed. It was then moved by Commissioner Mathewson, seconded by Commissioner LaMacchia to approve. Motion to approve the item passed 3-1 (with Acting Chairman Kennedy voting nay).
7. Approval of Southport Park Master Plan. (*District 12*) (*Deferred from the 3/25/13 meeting*) (***Bring your book with you***)
Public Hearing: Margaret Heller and George Clark spoke.
Staff/Alderperson: Shelly Billingsley and Alderperson Steve Bostrom spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to open up to a public hearing. Motion carried unanimously. After discussion, it was then moved by Mathewson, seconded by Schwartz to approve. Motion carried unanimously.
8. Approval of Task Orders for Professional Services by SAA Design Group, Inc., for the following:
 - a. Task Order #8 for Southport Park Trail.
 - b. Task Order #8 Amendment for Southport Park Trail Realignment and Dog Exercise area. (*District 12*)It was moved by Commissioner Schwartz, seconded by Commissioner LaMacchia, to approve. Motion carried unanimously.
9. Change Requests.
It was moved by Commissioner LaMacchia, seconded by Commissioner Mathewson, to receive and file. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report – Shelly Billingsley spoke.
2. Roosevelt School Playground Project – Julie Blair, PTO President of Roosevelt School, spoke and handed to the Committee thank you and request letters from the kids for the new playground. Jeff Warnock spoke.

DIRECT COMMENTS: Jeff Warnock let the Committee know that he and Tammy Conforti met at Kennedy Park and found a location for the Handicap Accessibility sign to be posted. Michael Lemens asked for the Committees patience on the planting beds in parks due to the late start because of the weather this year.

CITIZEN COMMENTS: Tammy Conforti notified the Committee that the Handicap Accessibility in Kennedy Park will be revealed in the Park on May 4th, 2013 at 3:00pm.

COMMISSIONER COMMENTS: Commissioner Schwartz let the staff know about a drainage problem in Pennoyer Park.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 6:26 pm.

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, April 29, 2013

A meeting of the Board of Parks Commissioners was held on Monday, April 29, 2013 in Room 204 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 Schwartz and LaMacchia. Commissioner Kennedy was absent. Commissioner Mathewson was excused. 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; Deputy Police Chief Dan Miskinis; Alderperson Scott Gordon and Alderperson Curt Wilson.

1. Request from Kenosha Sports 21 for the following on July 20 & 21, 2013:
 - a. To hold the "Lose the Shoes Summer Sports Festival" at Simmons Island and Kennedy Park
 - b. Full sponsorship (*Districts 1 & 2*)Staff/Alderperson: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve with 75% sponsorship. Motion carried unanimously.
2. Request from the Urban League of Racine & Kenosha for the following on Saturday, June 29, 2013:
 - a. To hold the "Juneteenth Festival" at Pennoyer Park including the Bandshell
 - b. Full sponsorship (*District 1*)Public Hearing: Yolanda Adams spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve with 50% sponsorship. Motion carried unanimously.
3. Request from Asparagii Productions for the following on September 6-8, 2013 with rain dates of September 13-15, 2013:
 - a. To hold the "LOGJAM" at Pennoyer Park including the Bandshell
 - b. Permission to sell Fermented Malt Beverages
 - c. Full sponsorship (*District 1*)Staff/Alderperson: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve with 75% sponsorship. Motion carried unanimously.
4. Request from the Kenosha Firefighters Association for permission to have a beer permit at Anderson Park Shelter #2 for their picnic on Sunday, July 28, 2013. (*District 9*)
It was moved by Commissioner Schwartz, seconded by Commissioner LaMacchia, to approve. Motion carried unanimously.
5. Request from the Mahone Foundation for the following on Saturday, August 17, 2013:
 - a. To hold the HarborPark Jazz & Blues Festival at Celebration Place
 - b. Permission to extend the closing hours to 11:00pm
 - c. To have the Park Division provide labor for delivery of equipment
 - d. Permission to sell Fermented Malt Beverages (*District 2*) (*Also referred to Public Works*)Public Hearing: Tim Mahone, Laura Littel, Jerome Christmas and Jerome Christmas Jr. spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve with 100% sponsorship. Motion carried unanimously.
6. Request from Safe Harbor Humane Society for the following on Sunday, August 25, 2013:
 - a. Use of Lincoln Park and the Pavilion for Zoogy's Walk for Paws
 - b. Full sponsorship (*District 12*)Public Hearing: Frank Carmichael and Adam Cotton spoke. Mr. Cotton asked for the location to include the Lincoln Garden area if it is not already reserved.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve the additional location of Lincoln Garden with 100% sponsorship. Motion carried unanimously.

7. Award of Contract for Project 12-1420 Shagbark Park Trail Development Construction (3900 block of 39th Avenue) to Western Contractors (New Berlin, WI) in the amount of \$273,000. (District 10) (Also referred to Public Works & Stormwater Utility)
Staff/Aldersperson: Shelly Billingsley spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve.
Motion carried unanimously.
8. Change Requests (Approval required).
Staff/Aldersperson: Shelly Billingsley spoke.
It was moved by Commissioner Schwartz, seconded by Commissioner LaMacchia, to approve.
Motion carried unanimously.
9. Election of Commission Chairman 2013/2014.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to nominate Chairman Orth. Chairman Orth accepted. Motion carried unanimously.
10. Election of Commission Vice Chairman 2013/2014.
It was moved by Commissioner Schwartz, seconded by Commissioner LaMacchia, to nominate Vice Chairman Kennedy. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report – Shelly Billingsley and Jeff Warnock spoke.
2. Southport Park Master Plan Approval Status – Shelly Billingsley spoke.

SUPERINTENDENT COMMENTS: Jeff Warnock commented on the Dream Playground sign being revealed this weekend at 3pm, an update on Anderson pool, and how the Parks Division is working on Lincoln Park backstops 3 & 4 as well as Diamond #2 with KUSD.

DIRECTOR COMMENTS: Michael Lemens let the Commission know that the Parks Division is starting to gear up for the Parks Activities and are getting the seasonal employees ready. He also asked for the Commission's patience on the garden beds due the rainy weather. They will be behind from last year due to weather conditions.

CITIZENS COMMENTS: Tammy Conforti thanked the Commission for all their help with the Dream Playground Project as well as the sponsors and fundraisers. She also reminded them about the revealing of the Dream Playground Sign this weekend. Tim Mahone let the Committee know that this Friday there will be a Reaching for Rainbows Event and Signature Award. Yolanda Adams invited the Commission to the Urban League's Cinco de Mayo event.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:42 pm.

AGREEMENT

By and Between

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

THROUGH THE BOARD OF PARK COMMISSIONERS

And

**KIWANIS CLUB OF WESTERN KENOSHA, INC.
A Wisconsin Non-Stock Corporation**

THIS AGREEMENT made and entered into by and between the **BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN**, a Municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 3617 65th Street, Kenosha, Wisconsin, 53142, hereinafter referred to as “**CITY**”, and **KIWANIS CLUB OF WESTERN KENOSHA, INC.** organized and existing under the laws of the State of Wisconsin, hereinafter referred to as “**KIWANIS** ”.

WITNESSETH:

WHEREAS, the City of Kenosha is the owner of parkland located at 5909 56th Street commonly known as Nash Park; and,

WHEREAS, KIWANIS is interested in promoting and supporting youth baseball in southeastern Wisconsin and in particular, Kenosha County; and,

WHEREAS, KIWANIS desires to have preferential use of the four (4) baseball diamonds and the concession building (hereinafter “**PREMISES**”), located within Nash Park between March and October of the calendar year; and,

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

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

1. USE. **KIWANIS** shall, have the right to utilize the **PREMISES** commencing March 1 and concluding October 31 for each calendar year in which this Agreement is in effect. The usage granted **KIWANIS** shall include the right to enter into agreements with third parties to utilize the **PREMISES** so long as said use is consistent with the terms of this Agreement and does not violate any laws and/or ordinances. Notwithstanding the usage given **KIWANIS** under this Agreement, **KIWANIS** shall take reasonable steps to make the diamond(s) available for usage by high schools located within the City of Kenosha. **CITY** shall collect the usage fee from the school or school district. Should such a game occur on Saturday or Sunday **KIWANIS** shall be responsible for the maintenance and setup of the field.

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

3. CONCESSIONS. **KIWANIS** shall, on the dates of its use of the **PREMISES**, have the exclusive right to sell concessions anywhere on the **PREMISES**. Any such operation shall be done in a manner consistent with all applicable laws and ordinances. Any income realized in the sale of such concessions shall be property of **KIWANIS**. **KIWANIS** agrees that it shall secure the building following any use thereof by **KIWANIS**.

4. USAGE FEE. **KIWANIS** shall pay annually a minimum sum. For the first year of this Agreement said sum shall be \$10,000.00. In each subsequent year of this Agreement said minimum sum shall increase by three percent unless **KIWANIS** establishes, to **CITY's** discretion; that, in the year prior to the scheduled increase, its costs associated with the operation of its baseball program exceeded its revenues. "Revenues" as used in this Agreement means the total proceeds received from any source

associated with the use of the **PREMISES** including, but not limited to, tournament entry fees, concession sales, and payments made by third parties to **KIWANIS** for usage of the **PREMISES**. Payment shall be made by **KIWANIS** no later than the end of the calendar year. **KIWANIS** shall be entitled to credit against the usage fee the sum paid by it for utilities as set forth in Section 7 of this Agreement.

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

5. TERM AND RIGHT OF FIRST REFUSAL. The initial term of this Agreement shall be two (2) years commencing in 2013. This Agreement will automatically renew for an additional three (3) year term, upon the same terms and conditions unless **KIWANIS** is in breach of this Agreement at the time of such renewal or notifies **CITY** in writing of its intention not to renew this Agreement. **KIWANIS** shall provide such notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the initial term.

If **CITY** desires to enter into an agreement with any other person or entity for the preferential use of the **PREMISES** ("Third Party Agreement") at the conclusion of the initial or additional term, as the case may be, **KIWANIS** shall first be provided the right to enter into an agreement with **CITY** for the same terms and conditions. For purposes of this provision it is sufficient that the Third Party Agreement is one in which the terms are agreeable to the third party and the City's Director of Parks or an equivalent position, but has not yet been approved by the Board of Park Commissioners. **CITY** shall provide **KIWANIS** with written notice of the Third Party Agreement. **KIWANIS** shall have thirty (30) days to assert, in writing, its right of first refusal. Should **KIWANIS** fail to exercise its right of first refusal within said thirty (30) days, the right hereby granted shall be terminated and **CITY** shall be free to enter into the Third Party Agreement.

6. MAINTENANCE. **KIWANIS** shall, on Saturdays and Sundays, be responsible for all maintenance and preparation of the baseball diamonds including, but not limited to, dragging and lining of the infield surfaces and the painting of the outfield foul line. In the event the **PREMISES** are utilized for a weekend tournament commencing on a Friday **KIWANIS** shall also be responsible for the preparation and maintenance of the **PREMISES** on Friday.

CITY shall provide the equipment needed for the dragging of the infield. All maintenance and preparation shall be performed in a good and workmanlike manner. **CITY** shall have the right, in its sole discretion, to require **KIWANIS** to maintain and prepare the **PREMISES** in accordance with its direction. In the event **KIWANIS** fails to maintain the **PREMISES** as requested by **CITY** within ten (10) days or some other mutually agreeable time period, following receipt of written notice, or in the event **KIWANIS**, upon commencement thereof, fails to diligently continue to complete any such work, **CITY** may, at its option, terminate this Agreement or perform the maintenance and the cost and expense thereof shall be payable to **CITY** by **KIWANIS**, on demand. **CITY** shall, however, be responsible for the maintenance and preparation of the park and baseball diamonds for the balance of the week, including Fridays when **KIWANIS** is not utilizing the baseball diamonds for a weekend baseball tournament. The parties hereto agree that **CITY**'s obligations herein for Friday shall be limited to the initial preparation of the park and baseball diamonds. Any subsequent maintenance and preparation on Friday shall be done by **KIWANIS**.

Notwithstanding the foregoing, **CITY** shall be responsible for the physical condition of the **PREMISES** including, the grade/elevation of the diamonds; watering and cutting the grass; and, keeping the surface, both infield and outfield, free from holes and ruts. **CITY** shall cut the grass on the diamonds no less than once a week unless mutually agreed to by representatives of the parties hereto.

7. UTILITIES. **KIWANIS** shall be responsible for payment of all water charges associated with the irrigation of the **PREMISES**. **KIWANIS** shall also be responsible for all electric charges associated with lighting the baseball diamonds. **CITY** shall provide **KIWANIS** with bills for the

water and electric charges on or before the end of the year. **KIWANIS** shall pay the bills within thirty (30) days of issuance.

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

9. RESTROOM FACILITIES. **KIWANIS** shall be responsible for security, cleaning and maintaining the restroom facilities located on the **PREMISES** during those times it is utilizing the **PREMISES**. **CITY** shall provide **KIWANIS** with the requisite soap and paper products for use in the restroom facilities.

10. INSURANCE. **KIWANIS** shall procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against bodily injury or property damage of third parties on the dates of its use of the **PREMISES**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. **KIWANIS** shall annually furnish a Certificate of Insurance indicating compliance with the foregoing. **KIWANIS** shall also provide **CITY** with a copy of the endorsement naming **CITY** as an additional insured and proof of payment of premium to the City Clerk/Treasurer for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or **KIWANIS** fails to maintain insurance coverage, **CITY** may declare this Agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Agreement. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth

herein upon furnishing sixty (60) days advance written notice to **KIWANIS**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **KIWANIS's** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **KIWANIS** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Agreement. Should **KIWANIS** fail to furnish, deliver and maintain such insurance coverage, **CITY** may obtain such insurance coverage and charge **KIWANIS** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **KIWANIS** to take out and/or maintain the required insurance shall not relieve **KIWANIS** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **KIWANIS** in Section 12 of this Agreement. **KIWANIS** shall maintain during the course of this Agreement a General Liability Insurance policy with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. In addition, **KIWANIS** shall maintain during the course of this Agreement an Umbrella Liability policy with a minimum limit of Five Million dollars (\$5,000,000.00) The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability Insurance policy.

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

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

- a.** Amplified sound shall not exceed the decibel limit specified in Chapter 23 of the Code of General Ordinances, entitled "Noise Control". Use of a sound system shall be limited to the necessary operations and announcements related to an event. No sound system shall be used during the hours of 10:00 P.M. to 9:00 A.M. daily.

- b.** The use will be in compliance with all applicable Federal, State, County and **CITY** laws, rules and regulations.
- c.** The use will not create an unreasonable risk of loss of life, personal injury or property loss or damage, or otherwise threaten the public health, safety or welfare.
- d.** The use will not unreasonably interfere with the use of Nash Park by the general public.
- e.** The use is subject to applicable **CITY** licenses and permits, excluding Park Use Permits.

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

14. TERMINATION. In the event either party should fail to fulfill in a timely manner any of its obligations under this Agreement, the non-breaching party shall have the immediate right to terminate this Agreement by giving sixty (60) days written notice to the breaching party.

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

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

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

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

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

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

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

22. WAIVER. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a

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

23. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140

with copies to: City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

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

If to **KIWANIS :** Kiwanis Club of Western Kenosha, Inc.
PO Box 602
Kenosha, Wisconsin 53141

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

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

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|--|---|-------------|--------|
| Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030 | Kenosha City Plan Commission FACT SHEET | May 9, 2013 | Item 5 |
| Distribution Utility Easement between the City of Kenosha, WE Energies, Time Warner Entertainment Company and AT&T for a Permanent Easement at approximately 11600 75th Street. (Gateway Center Park) (District #16) PUBLIC HEARING | | | |

LOCATION/SURROUNDINGS:

Site: approximately 11600 75th Street - Gateway Center Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee and Board of Parks Commissioners, before final approval by the Common Council.

ANALYSIS:

- Existing utilities are being relocated at the request of Wisconsin Department of Transportation (WisDOT) from the south side of STH 50 to the north side of STH 50.
- WE Energies will be placing underground facilities on the north side within an existing Easement, however, an additional 20 ft. x 31.25 ft. Easement area is required to complete this work.

RECOMMENDATION:

A recommendation is made to approve the Distribution Utility Easement.


 Rich Schroeder, Deputy Director


 Jeffrey B. Labahn, Director

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

WR NO. 3445490

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Kenosha**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, **TIME WARNER ENTERTAINMENT COMPANY, LP** and **WISCONSIN BELL, INC.** doing business as **AT&T Wisconsin**, a Wisconsin corporation hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land 30 feet in width being a part of **Outlot 5 of Gateway Center Subdivision** and being a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the **Southwest $\frac{1}{4}$ of Section 6, Township 1 North, Range 22 East Kenosha County, Wisconsin.**

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

03-122-06-355-025

03-122-06-356-010

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

City of Kenosha

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
and _____, the _____
of the City of Kenosha, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

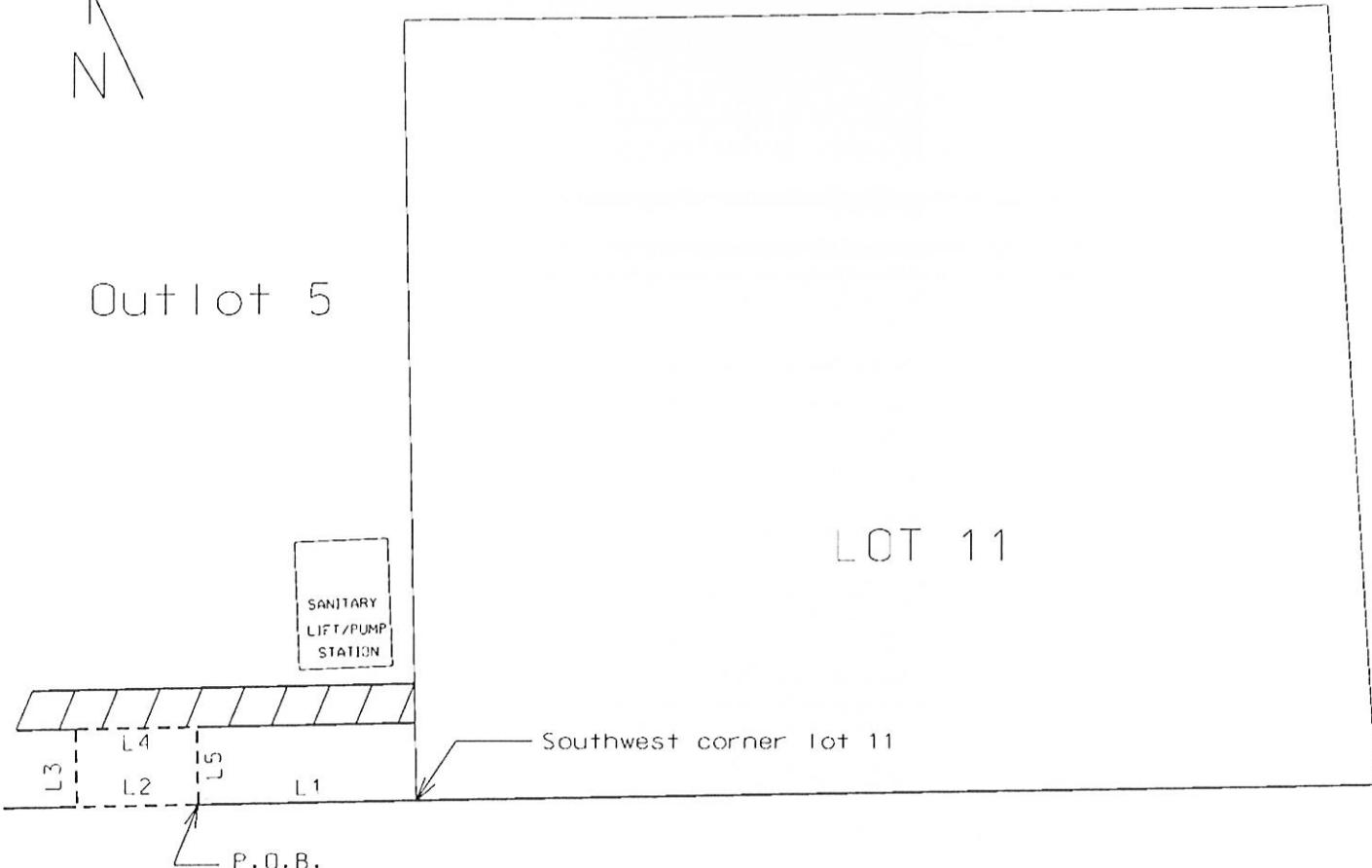
(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Maria Koerner on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



Outlot 5



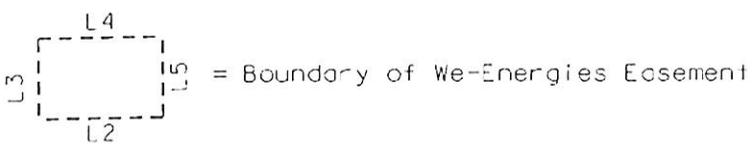
LOT 11

SANITARY
LIFT/PUMP
STATION

Southwest corner lot 11

P.O.B.

S.T.H. 50



| NUMBER | BEARING | DISTANCE |
|--------|-----------------|----------|
| L1 | S 89° 03' 56" W | 56.09' |
| L2 | S 89° 03' 56" W | 31.25' |
| L3 | N 00° 55' 07" W | 20.00' |
| L4 | N 89° 03' 56" E | 31.25' |
| L5 | S 00° 55' 07" E | 20.00' |

EXHIBIT "A"

we

Gateway Center Subdivision
SouthWest 1/4 Section 6-1-22
City of Kenosha
Kenosha County

| | |
|------------|-----------|
| DRAWN BY: | Ras |
| DATE: | 4/26/2013 |
| WR NUMBER: | 3445490 |
| REVISIONS: | _____ |
| | _____ |



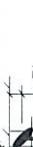
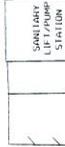
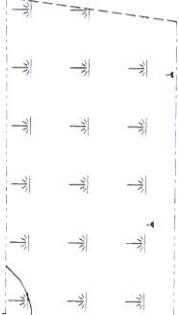
NORTH

NOTE: THIS ENTIRE PROJECT WILL BE DIRECTIONAL BORED

INSTALL THE DB CABLE IN THE EASEMENT AREA 2' SOUTH OF THE NORTH EDGE OF THE EASEMENT. THE MINIMUM DEPTH SHALL BE 8'.

BY THE PARK SIGN THE CABLE SHALL BE INSTALLED SOUTH OF THE SIGN.

PARK SIGN
INSTALL THE DB CABLE SOUTH OF THIS SIGN IN THIS AREA.



215' 1 - 6" FLEX PIPE
Z9 INSTALL AT 7' DEEP

STH 50



INSTALL THE DB CABLE AT LEAST 5' BELOW THIS DRIVEWAY

SEE PAGE 3



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 2, 2013

To: Michael J. Orth, Chairman,
Park Commission

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

Subject: **Professional Service Contract for Emerald Ash Borer Treatment
Project #13-1421**

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received five proposals to complete the Emerald Ash Borer Treatment. Staff has reviewed the proposals and is recommending that the contract be awarded to Trees “R” Us, Inc. (Wauconda, Illinois), based on their references, experience and standard quote rates.

| Contractor | Proposal Amount |
|---|-----------------|
| Trees “R” Us, Inc., Wauconda, Illinois | \$34,562.00 |
| Tru Green, Lake Forest, Illinois | \$36,895.00 |
| Arbor Image, Burlington, Wisconsin | \$39,116.00 |
| Affordable Tree Care, Sturtevant, Wisconsin | \$39,408.20 |
| Kenosha Grounds Care, Pleasant Prairie, Wisconsin | \$42,040.00 |

The Emerald Ash Borer Treatment contract includes approximately 4,800 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Trees “R” Us, Inc. for \$39,746.00 to include their quote of \$34,562.00 with \$5,184.00 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP Line Item PK-93-004.

SAB/kjb

2013 CONTRACT FOR EMERALD ASH BORER TREATMENT

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**TREES "R" US, INC.
an Illinois Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$39,746.00

CONTRACT AMOUNT: \$34,562.00

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF
KENOSHA: NOT TO EXCEED \$5,184.00**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as "**CITY**", and **TREES "R" US, INC.** an Illinois corporation, located at 524 S. Rand Road, Wauconda, IL 60084, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H:

WHEREAS, CONTRACTOR has submitted to **CITY** a written Proposal to treat ash trees for Emerald Ash Borers according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. "CONTRACT" means this executed Contract to treat ash trees for Emerald Ash Borers. The

following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

b. **“CONTRACTOR”** shall mean TREES "R" US, INC. and any subcontractors approved by the CITY.

c. **“FORESTER”** shall mean the Forester for the City of Kenosha , and includes designees.

d. **“OVERPAYMENT”** means any money **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by CITY.

e. **“TREATMENT PROCESS”** means the systematic treatment of the tree as specified in the Contract Specifications and Special Conditions.

f. **“WORK”** means any contractual endeavor undertaken by **CONTRACTOR**, or its approved subcontractors, to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, and the oversight of approved subcontractors.

g. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. **WORK TO BE PERFORMED BY CONTRACTOR.** The **CONTRACTOR**, for the sum of Thirty-Four Thousand Five Hundred Sixty-Two Dollars and 00/100 (\$34,562.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, **CONTRACTOR** will perform additional services as directed by the CITY and as otherwise authorized in the Proposal not to exceed an additional Five Thousand One Hundred Eighty-Four Dollars and 00/100 (\$5,184.00). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of the Contract shall control and supersede the other documents. The Work comprises the treatment of ash trees in accordance with the Specifications and Special Conditions in “Contract Specifications and Special Conditions” which are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.** The **CONTRACTOR** will commence work within five (5) Working Days following execution of Contract and Notice to Proceed, and will prosecute Work diligently until fully complete. The **CONTRACTOR** shall complete the Work within the Contract term.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall

not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:

a. Respecting the Work, until completion and acceptance, or September 13, 2013, whichever is earlier.

b. Respecting the warranty, until expiration of warranty term.

c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of Law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in

Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

- 7. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES OTHER THAN SPECIFIED IN THE CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work and will assure professional quality of Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
- 8. SUSPENSION OF WORK BY CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
- 9. INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court Order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
- 10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
- 11. WAIVER OF RIGHTS.** 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.

12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the sites at which Work is being performed or mobilized.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after the term of this Contract as determined in Paragraph 4 hereinabove.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be treated and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when **CITY's** assistance is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** shall comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents

thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.

20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER**, can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action to remedy such deficiencies or defects at the **CONTRACTOR'S** cost and expense. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the Work site.
22. **UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
23. **CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.
24. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Public Works.
25. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
26. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all part of the Work or to itself perform the Work as may be required to ensure the timely completion

of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in a penalty of One Hundred Dollars (\$100.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT – ACCEPTANCE OF WORK. Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following.

a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work; delay in the completion of the Work; failure to take safety precautions; setoffs authorized by this Contract; or for any other primary liability of the **CONTRACTOR** which the **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

- 30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
- 31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER** and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are exempt from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.
- 32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.
- 33. INSURANCE.** **CONTRACTOR** shall procure and maintain, during this Contract, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the **PREMISES**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. **CONTRACTOR** shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as an "additional insured", and proof of payment of premium to the City Clerk/Treasurer for approval. **CONTRACTOR** shall also provide a copy of the "additional insured" endorsement. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or **CONTRACTOR** fails to maintain insurance coverage, **CITY** may declare this Contract null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Contract. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to **CONTRACTOR**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **CONTRACTOR**

operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **CONTRACTOR** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Contract. Should **CONTRACTOR** fail to furnish, deliver and maintain such insurance coverage, **CITY** may, but is not required to, obtain such insurance coverage and charge **CONTRACTOR** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **CONTRACTOR** to take out and/or maintain the required insurance shall not relieve **CONTRACTOR** from any liability under this Contract. The insurance requirement shall not be construed to conflict with the obligations of **CONTRACTOR** in Section 32 of this Contract. **CONTRACTOR** shall maintain during the course of this Contract insurance with limits as follows:

a. Commercial General Liability

1. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
2. Property Damage
\$2,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

b. Automobile Liability (owned, non-owned, leased)

1. Bodily Injury:
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
2. Property Damage
\$2,000,000.00 Each Occurrence

c. Umbrella Policy

1. In the amount of \$5,000,000.00. Further, such policy shall have the same protection/coverage as the primary policy/policies.

d. Worker's Compensation: Statutory Limits

1. Employer's Liability
\$100,000.00 Each Accident
\$100,000.00 Disease, Each Employee
\$500,000.00 Disease, Policy Limit

e. Pollution/Environmental Liability

- \$1,000,000.00 Each Occurrence
- \$2,000,000.00 Aggregate

34. **COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.
35. **SEVERABILITY.** It is mutually agreed that in case any provisions of this Contract is determined by a court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions if this Contract shall remain in full force and effect.
36. **NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record

or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. **NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
38. **FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
39. **NOTICES.** Any notice required to be given to any party to this Contract shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140

with copies to: City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

and Director of Public Works
Municipal Building, Room 305
625 52nd Street
Kenosha, Wisconsin 53140

If to: Trees "R" Us, Inc.
524 S. Rand Road
Wauconda, Illinois 60084

40. **EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify and warrant that they have authority under their respective organizational structure and governing laws to execute this Contract.

TREES "R" US, INC.
An Illinois Corporation

BY: _____
JENNI WILLIS, President

Date: _____

BY: _____
NICK WILLIS, Secretary

Date: _____

STATE OF ILLINOIS)
 :SS.
COUNTY OF LAKE)

Personally came before me this _____ day of _____, 2013, **JENNI WILLIS, President** and **NICK WILLIS, Secretary**, of **TREES "R" US, INC.** an Illinois corporation, to me known to be such President and Secretary said corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Notary Public, Lake County, IL.
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney



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 3, 2012

To: Michael Orth, Chairman
Park Commission

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

Cc: Chris Schwartz
District 2

Subject: ***Change Requests – (Action Required / Not Receive and File)***

BACKGROUND INFORMATION

Staff has prepared the changes to the 2013 CORP Implementation spreadsheet for funding for the following items:

- Reallocating \$3,500 from the Simmon's Island Design Engineering to the Simmons Island Equipment Purchase to allow for the completion of building upgrades by City staff.

RECOMMENDATION

Staff would recommend approval of the change request reducing the design engineering from Simmon's Island by \$3,500 and creating a line for Equipment Required for Park Personnel for Implementation.

2013 Proposed Improvements

*(Assumes 2.5% Inflation)
REVISED MAY 2013*

| MINI PARKS | | | | |
|----------------------------|------------------------|----------------|--------------|-----------------|
| Park | Description | Construction | Design | Total |
| Bullamore | Basketball (1/2 court) | \$5,125 | \$513 | \$5,638 |
| Civic Center | Benches (2) | \$3,075 | \$0 | \$3,075 |
| Kenfair | Spring Riders (2) | \$1,640 | \$0 | \$1,640 |
| Newman | Park Shelter | \$0 | \$0 | \$0 |
| | <i>CORP</i> | \$9,840 | \$513 | |
| MINI PARKS SUBTOTAL | | \$9,840 | \$513 | \$10,353 |

| NEIGHBORHOOD PARKS | | | | |
|------------------------------------|--|------------------|----------------|------------------|
| Park | Description | Construction | Design | Total |
| Baker | Landscape Restoration | \$0 | \$0 | \$0 |
| CJ Clausen | Soccer Goal (2) | \$3,075 | \$0 | \$3,075 |
| Forest | Open Air Shelter | \$0 | \$0 | \$0 |
| Gangler | Sidewalk | \$16,016 | \$1,601 | \$17,617 |
| Limpert | Sidewalk (450') | \$0 | \$0 | \$0 |
| Petretti | Play Equipment | \$25,625 | \$0 | \$25,625 |
| | Spring Riders (2) | \$1,640 | \$0 | \$1,640 |
| Red Arrow | Spinning Cup | \$1,025 | \$0 | \$1,025 |
| | Basketball Court | \$0 | \$0 | \$0 |
| Petzke (Master Plan) | Phase 2: BUDGET ONLY CONSTRUCT 2014 (Paths, Shelter with Restrooms, Splash Pad, Utility Connections, and Misc. Park Supplies) | \$0 | \$53,070 | \$53,070 |
| Strawberry Creek (Master Plan) | Phase 2: (Site) Clearing, Paths, Lighting, Basketball and Sand Volleyball Court, and Landscaping) | \$402,220 | \$0 | \$402,220 |
| | <i>CORP</i> | \$47,381 | | |
| | <i>Master Plans</i> | \$402,220 | | |
| | <i>CORP and Master Plan Design</i> | | \$54,671 | |
| NEIGHBORHOOD PARKS SUBTOTAL | | \$449,601 | \$1,601 | \$504,272 |

| COMMUNITY PARKS | | | | |
|---------------------------------|---|------------------|------------------|------------------|
| Park | Description | Construction | Design | Total |
| Alford | Bike Racks | \$513 | \$0 | \$513 |
| Anderson | Basketball Court (2) | \$0 | \$0 | \$0 |
| | Sand Volleyball Court (2) | \$0 | \$0 | \$0 |
| Lincoln | Tree Identification Plaques (\$100 ea.) | \$1,025 | \$0 | \$1,025 |
| Nash | Pave Parking Lot | \$0 | \$0 | \$0 |
| | Concessions/Restroom Building | \$0 | \$0 | \$0 |
| Peorio | Trail System (Stewardship Funds) | \$228,000 | \$22,800 | \$250,800 |
| Southport | Reconfigure Parking Lot | \$0 | \$0 | \$0 |
| | Trail System (Stewardship Funds) | \$120,000 | \$10,000 | \$130,000 |
| Washington | Design/Engineering for Restroom Improvements | \$0 | \$0 | \$0 |
| | Velodrome Resurfacing (CIP) | \$256,250 | \$30,625 | \$286,875 |
| Simmons Island (Master Plan) | Design/Engineering for Phase I | \$0 | \$313,399 | \$313,399 |
| | Equipment Required for Park Personnel for Implem. | \$3,500 | \$0 | \$3,500 |
| | <i>CORP</i> | \$605,788 | | |
| | <i>Master Plans</i> | \$0 | | |
| | <i>CORP and Master Plan Design</i> | | \$376,824 | |
| COMMUNITY PARKS SUBTOTAL | | \$609,288 | \$376,824 | \$986,112 |

| CONSERVANCY PARKS | | | | |
|-------------------|---|------------------|-----------------|------------------|
| Park | Description | Construction | Design | Total |
| Shagbark | Trail System (Stewardship Funds) | \$278,610 | \$27,861 | \$306,471 |
| | Design/Engineering for Prairie Management Area | \$0 | \$0 | \$0 |
| | Design/Engineering for 8' Limestone Trail (8000') | \$0 | \$0 | \$0 |
| | Design/Engineering for 6' Wood Chip Trail (2850') | \$0 | \$0 | \$0 |
| | <i>CORP</i> | \$278,610 | \$27,861 | |
| TOTAL | | \$278,610 | \$27,861 | \$306,471 |

| SPECIAL USE PARKS | | | | |
|-----------------------------------|------------------|-----------------|----------------|-----------------|
| Park | Description | Construction | Design | Total |
| Veteran's Memorial | Irrigation (CIP) | \$25,625 | \$2,563 | \$28,188 |
| | <i>CORP</i> | \$25,625 | \$2,563 | |
| SPECIAL USE PARKS SUBTOTAL | | \$25,625 | \$2,563 | \$28,188 |

| YEAR SUMMARY - CORP | | | |
|---------------------|------------------|------------------|--------------------|
| Park Type | Construction | Design | Total |
| Mini Parks | \$9,840 | \$513 | \$10,353 |
| Neighborhood Parks | \$47,381 | \$54,671 | \$102,052 |
| Community Parks | \$605,788 | \$376,824 | \$982,612 |
| Conservancy Parks | \$278,610 | \$27,861 | \$306,471 |
| Special Use Parks | \$25,625 | \$2,563 | \$28,188 |
| TOTAL | \$967,244 | \$462,432 | \$1,429,676 |

| YEAR SUMMARY - OTHER | | | |
|--------------------------------|------------------|------------------|------------------|
| Type | Construction | Design | Total |
| Petzke (Master Plan) | \$0 | \$0 | \$0 |
| Strawberry Creek (Master Plan) | \$402,220 | \$0 | \$402,220 |
| Simmons Island (Master Plan) | \$0 | \$313,399 | \$313,399 |
| TOTAL | \$402,220 | \$313,399 | \$715,619 |

| 2013 CIP PK-10-005 | |
|-------------------------------------|--------------------|
| Type | Budget FY 2013 |
| CORP | \$967,244 |
| Strawberry Creek | \$402,220 |
| Sunrise | |
| Petzke | \$0 |
| Simmons Island | \$3,500 |
| Installation of Park Equip by Staff | \$3,500 |
| Design / Engineering | \$462,432 |
| Outside Funding | -\$699,885 |
| TOTAL | \$1,139,011 |

May 3, 2013

TO: Michael M. Lemens
Director of Public Works

FROM: Shelly Billingsley, P.E. *Shelly Billingsley*
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** – Projects as outlined in the CORP and under the change requests have begun. (Citywide)
- Project #11-1416 Petzke Park Mass Grading** –Contractor punchlist will be completed in Spring. [BCF Construction] (1)
- Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant)** – Design work on the master plan implementation has been put on hold due to FEMA study. [SAA Design Group] (16)
- Project #11-1421 Southport Beach House Restoration (Wisconsin Coastal Management Grant)** – This project will be completed simultaneously with the Southport Park Master Plan currently under review. [Enberg Anderson] (12)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** –Punchlist items will be completed in Spring. [VEIT] (SWU) (1)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** –Sampling has begun on the Pike River for dissolved oxygen, turbidity, conductivity, pH and E. coli; areas that may be sensitive to bacterial contamination; outfalls that drain into the Pike River or Lake Michigan within the City of Kenosha. The next step is to conduct wet weather based sampling. (SWU) (1 and 4)
- Project #12-1414 Anderson Pool Modifications and Splash Pad** –Punch list items to follow as well as inspection from the county upon startup. [Scherrer] (9)
- Project #12-1423 Sunrise Park Trail (DNR Stewardship Grant) / #12-1427 Sunrise Park Master Plan Implementation** Punch list items will follow as well as boardwalk final installation. [BCF] (5)
- Project #12-1420 Shagbark Trail (DNR Stewardship Grant)** – Waiting Contract Execution [Western Contractors] (10)
- Project #12-1424 Southport Park Trail (DNR Stewardship Grant)** –Staff is anticipating that this project will be put on hold until the Proposed Master Plan is completed [SAA Design Group] (12)
- Project #12-1431 Southport Park Master Plan** –Pending Approval. [SAA Design Group] (9)
- Project Museum Fountain** – Punchlist Items remain for Spring. [Badger Pools] (2)
- Project #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Contractor will complete in Spring (1).
- Project #12-1421- Simmon's Island Phase I and Boardwalk** [SAA Design Group] The consultant is beginning to develop plans and specifications. (DNR Stewardship Grant) (2)
- Project #12-1432 - Peorio Park Trail** [SAA Design Group] The consultant is beginning to develop plans and specifications (DNR Stewardship Grant) (1 and 4)
- Project #13-1413 - Petzke Park Phase II** [SAA Design Group] The consultant is beginning to develop plans and specifications Phase II of Petzke Park (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] The consultant is beginning to develop plans and specifications for the Velodrome. (6)

Design Work- Staff is working on the following projects:

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