

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, June 29, 2015 - 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 May 11, 2015, May 18, 2015 and June 4, 2015.

1. 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*). (*Also referred to Finance*)
2. Request from Zion Benton Township High School to hold a bonfire on Friday, August 14, 2015 from 6pm – 9pm on Simmons Island Beach. (*District 2*)
3. Request Leeward Business Advisors to hold an Open House on Friday, August 7, 2015 at Eichelman Park from 1pm to 10pm. (*District 2*)
4. Award of Contract for Project 15-1219 Parks West Garage Roof Replacement (*3801 65th Street*) to Carlson Racine Roofing & Sheet Metal, Inc. (*Racine, Wisconsin*) in the amount of \$93,000.00. (*District 15*) (*Also referred to Public Works*)
5. Acceptance of Project 12-1422 Poerio Park Trail Development (*1401 16th Avenue, which has been satisfactorily completed*) by NuGen Johnson, LLC (*Sussex, Wisconsin*) in the amount of \$86,351.60. (*District 1*) (*Also referred to Public Works*)
6. Acceptance of Project 13-1419 Anderson Park Fishing Pier (*8730 22nd Avenue, which has been satisfactorily completed*) by NuGen Johnson, LLC (*Sussex, Wisconsin*) in the amount of \$107,458.11. (*District 9*) (*Also referred to Public Works*)
7. Change Order for Project 14-1141 Southport Park Shoreline Repair Phase 1 (*South of 75th Street & 1st Avenue*). (*District 12*) (*Also referred to Public Works, Stormwater Utility, and Finance*)

INFORMATIONAL ITEMS:

1. 4th of July Celebrate America Maps
2. 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, May 11, 2015

A meeting of the Board of Park Commissioners was held on Monday, May 11, 2015 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 Wicklund, Rose, and LaMacchia. Commissioner Rosenberg was excused. Staff members in attendance were: Shelly Billingsley, Acting Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Dan Miskinis, Greg Holverson, Assistant City Engineer; Alderperson Curt Wilson; Frank Pacetti, City Administrator; Barbara Brattin, Kenosha Public Library Director; and Alderperson Jan Michalski.

It was moved by Commissioner Rose, seconded by Commissioner LaMacchia, to approve the minutes from the meeting held on Monday April 27, 2015. Motion carried unanimously.

1. Request from the Kenosha Public Library Foundation to hold their "Simmons Library 115th Anniversary Celebration" event on Saturday, July 18, 2015 (*with a rain date of Saturday, July 25, 2015*) at Library Park. (*District 2*)
Staff: Jeff Warnock and Barbara Brattin spoke.
It was moved by Commissioner Rose, seconded by Commissioner LaMacchia to approve.
Motion carried unanimously.
2. Request from Maria Miranda for permission to operate her peddler stand business at Pennoyer Park on July 4, 2015 from 11:00am – 6:30pm. (*District 1*)
Staff: Jeff Warnock spoke.
Public Hearing: Maria Miranda was present for questions.
It was moved by Commissioner Rose, seconded by Commissioner LaMacchia to approve.
Motion carried unanimously.
3. Request from Sherron Leggett for permission to operate his peddler stand business at Civic Center Park or Pennoyer Park on Tuesdays and Thursdays and Navy Memorial Park or Veterans Memorial Park on Fridays and Saturdays. (*Districts 1 & 2*)
Staff: Jeff Warnock spoke.
Public Hearing: Sherron Leggett spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to defer for 2 weeks or until the next meeting. Motion carried unanimously.
4. Award of Contract for Project 14-1426 Petzke Park Phase 3 (*1700 29th Street*) to Magill Construction Company, Inc. (*Elkhorn, Wisconsin*) in the amount of \$390,000.00. (*District 1*) (*Park Funds Only*) (*Also referred to Public Works*)
Staff: Shelly Billingsley spoke.
Public Hearing: Amity Forsythe and Tammy Conforti spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve.
Motion carried unanimously.
5. Award of Professional Service Contract for Project 15-1417 Parkway Tree Removal to Affordable Tree Care LLC (*Sturtevant, Wisconsin*) in the amount of \$65,000. (*Also referred to Public Works*)
Staff: Shelly Billingsley spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve.
Motion carried unanimously.

6. Award of Contract for Project 14-1424 Southport Beach House Roof Replacement Rebid (7825 1st Avenue) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin) in the amount of \$316,000.00. (District 12) (1/26/15-Park Commission approved 5-0; 2/2/15-Common Council deferred; 3/16/15-Common Council referred back to Park Commission; 3/19/15-Park Commission approved recommendation 5-0 to set the current bids aside and direct staff to prepare and distribute a bid for repair of the slate portion; 5/4/15-Common Council deferred 30 days) (Also referred to Public Works)
Staff: Shelly Billingsley spoke.
Public Hearing: Margaret Heller, Merike Phillips, Susan Andrea-Schlenker, and Linda Sarli spoke.
Staff: Frank Pacetti was present and answered questions
It was moved by Commissioner LaMacchia, seconded by Commissioner Wicklund to approve. Motion carried unanimously.
7. Approval of the Site Lease Agreement by and between the City of Kenosha Board of Park Commissioners and T-Mobile Central LLC regarding a portion of 2205 Washington Road.
Staff: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve.
Motion carried unanimously.
8. Reschedule of May 25, 2015 (Memorial Day) meeting.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to cancel the meeting and schedule a special meeting before Common Council if needed. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report – Shelly Billingsley spoke.

DIRECTOR COMMENTS: NONE

SUPERINTENDENT COMMENTS: Jeff Warnock notified the Commission that the Parks Division received three more pieces for the Dream Playground Equipment.

CITIZEN COMMENTS: Alderperson Jan Michalski spoke regarding item #6. He also complimented Jeff Warnock on the quick removal of a huge pile of recycling in Baker & Lincoln Parks. He suggested maybe putting in surveillance cameras there. Margaret Heller passed out a piece of paper by the Mayor and spoke regarding item #6. Todd Herstedt spoke regarding item #6 also. Frank Pacetti commented back on some questions and made comments regarding to item #6.

COMMISSIONER COMMENTS: Commissioner Wicklund spoke regarding item #6. He also thanked Mr Frank Pacetti for speaking about the Southport Beach House and Simmons Island Roofing.

ADJOURNMENT - There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:53 pm.

BOARD OF PARK COMMISSIONERS
Minutes of Special Meeting held Monday, May 18, 2015

A special meeting of the Board of Park Commissioners was held on Monday, May 18, 2015 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 6:45 pm by Acting Chairman Rosenberg.

At roll call, the following members were present: Commissioners Wicklund, Rose, and LaMacchia. Chairman Gordon was absent. Staff member in attendance was Jeff Warnock, Superintendent of Parks.

1. Request from Sherron Leggett for permission to operate his peddler stand business at Civic Center Park or Pennoyer Park on Tuesdays and Thursdays and Navy Memorial Park or Veterans Memorial Park on Fridays and Saturdays. *(Districts 1 & 2) (Deferred from the meeting on 5/11/15)*
Staff: Jeff Warnock spoke.
It was moved by Commissioner Wicklund, seconded by Commissioner LaMacchia to approve. Motion carried unanimously.

ADJOURNMENT - There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 6:52 pm.

BOARD OF PARK COMMISSIONERS
Minutes of Special Meeting held Thursday, June 4, 2015

A special meeting of the Board of Park Commissioners was held on Thursday, June 4, 2015 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 5:32 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners Wicklund, Rose, and Rosenberg. Commissioner LaMacchia was excused. Staff member in attendance was Shelly Billingsley, Acting Director of Public Works/City Engineer.

1. Award of Contract for Project 14-1424 Southport Beach House Roof Replacement Rebid (7825 1st Avenue) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin) in the amount of \$316,000.00. (District 12) (1/26/15-Park Commission approved 5-0; 2/2/15-Common Council deferred; 3/16/15-Common Council referred back to Park Commission; 3/19/15-Park Commission approved recommendation 5-0 to set the current bids aside and direct staff to prepare and distribute a bid for repair of the slate portion; 5/4/15-Common Council deferred 30 days, 5/11/15-Park Commission approved 4-0; 6/1/15-Common Council deferred 60 days)
Staff: Shelly Billingsley spoke.
Public Hearing: No one spoke.
It was moved by Commissioner Rosenberg, seconded by Commissioner Wicklund to deny. It was then moved by Commissioner Rosenberg, seconded by Commissioner Wicklund to withdraw the motion. It was then moved by Commissioner Rosenberg, seconded by Wicklund to defer for 60 days. It was then moved by Commissioner Rosenberg, seconded by Wicklund to defer for 60 days and amend to direct staff for rebids of slate, chimney and all necessary work for the roof repair. It was then moved by Commissioner Rosenberg, seconded by Commissioner Wicklund to defer for 60 days and amend to take away the chimney repair and just repair the slate work for the Southport Beach House Roof Repair. Motion carried unanimously.

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



June 25, 2015

To: Scott N. Gordon, Chairman,
Board of Parks Commission

From: Jeff Warnock 
Superintendent of Parks

Subject: 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). (Also referred to Finance)

BACKGROUND/ANALYSIS

Attached you will find a Fireworks Display Agreement By and Between the City of Kenosha through its Department of Public Works and MIAND, Inc. dba/ Mad Bomber Fireworks Productions. This company has produced the 4th of July fireworks since 2010 and staff feels that the quality of the show has been very successful.

RECOMMENDATION

Staff recommends to approve the 2015 agreement.

JW/dm

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
An 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**, an 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 has in the past provided and wishes to continue to provide 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 qualified, trained and experienced pyrotechnic operators/technicians to set up and conduct the Exhibition. The Exhibition shall include those shells as set forth in Exhibit A attached hereto and incorporated herein. In the event of a shortage or unavailability of any shell identified in Exhibit A, **MAD BOMBER** has the right to substitute a shell or shells of equal or greater value. **MAD BOMBER** shall provide this information to **CITY** upon execution of this Agreement.

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. Said Safety Zone shall have a minimum spectator set back of five hundred sixty (560') feet at all points from the discharge area. **MAD BOMBER** reserves the right to terminate the Exhibition in the event spectators enter the Safety Zone and **CITY** is unable to secure the Safety Zone within a reasonable period.

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 by roping off or other suitable means. CITY shall provide adequate security to prevent spectators from entering 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, 2015 ("Display Date"). 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, 2015, or a date 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 **CITY** choose not to select an alternative date for the Exhibition within six (6) months of the Display Date, **CITY** shall pay a cancellation fee equal to thirty percent (30%) of the contract amount.

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 ten (10) 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. 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 procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against all risk and loss for all services provided herein by **MAD BOMBER**. 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**. 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. **MAD BOMBER** shall, upon execution of this Agreement, furnish a Certificate of Insurance indicating compliance with this Section 5, including the naming of **CITY** as an “additional insured”, and proof of payment of premium to the City Clerk/Treasurer for approval. **MAD BOMBER** 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. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. **MAD BOMBER** shall provide a copy of the endorsement or pertinent portion of the policy providing for such notice to be given to the **CITY**.

If for any reason, the insurance coverage required herein lapses and/or **MAD BOMBER** fails to maintain insurance coverage, **CITY** may declare this Agreement null and void as of the date no valid insurance policy was in effect. Should **MAD BOMBER** fail to furnish, deliver and maintain such insurance coverage, **CITY** may obtain such insurance coverage and charge **MAD BOMBER** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **MAD BOMBER** to take out and/or maintain the required insurance shall not relieve **MAD BOMBER** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **MAD BOMBER** in Section 6 of this Agreement. **MAD BOMBER** shall maintain during the course of this Agreement insurance with minimum limits as follows:

- a. **General Commercial Liability**
 - 1. Bodily Injury:
 - \$5,000,000.00 Each Occurrence
 - \$5,000,000.00 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
\$1,000,000.00 Aggregate
2. Property Damage
\$2,000,000.00 Each Occurrence

c. Worker's Compensation: Statutory Limits

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

Signature pages follow

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 _____, 2015, **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: _____

EXHIBIT A

Grand Opening

<u>Quantity</u>	<u>Size</u>	<u>Type</u>	<u>Manufacturer</u>
120	3"	ASSORTED COLOR STAR SHELLS	CHINA
60	3"	RED, WHITE, BLUE PEONIES	JAPAN
60	3"	TITANIUM FLASH SALUTES	U.S.A.
36	4"	SILVER COCONUT PALMS	TAIWAN
18	4"	PURPLE STROBE TO GREEN PEONIES	JAPAN
14	5"	GLITTERING SPANGLE PATTERNS	CHINA
14	5"	BROCADE CROWN CHRYSANTHEMUMS	JAPAN
12	6"	CRACKLING DAHLIA PATTERNS	TAIWAN
12	6"	GOLD SHIMMER CHRYSANTHEMUMS	JAPAN
2	8"	RED TO GREEN COLOR PEONYS	CHINA
2	8"	MAJESTIC CROWN CHANDELIERS	U.S.A.

Ground Display: There will be no ground or low aerial displays.

Aerial Show

<u>Quantity</u>	<u>Size</u>	<u>Type</u>	<u>Manufacturer</u>
300	3"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
120	3"	ASSORTED COLOR SHELLS	JAPAN
60	3"	MULTIPLE BREAK/SALUTES	U.S.A.
240	4"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
180	4"	ASSORTED COLOR SHELLS	JAPAN
12	4"	MULTIPLE BREAK SPECIALS	U.S.A.
180	5"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
160	5"	ASSORTED COLOR SHELLS	JAPAN
24	5"	MULTIPLE BREAK/SALUTES	U.S.A.
180	6"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
144	6"	ASSORTED COLOR SHELLS	JAPAN
36	8"	ASSORTED COLOR SHELLS	CHINA
28	8"	ASSORTED COLOR SHELLS	JAPAN

Grand Finale

<u>Quantity</u>	<u>Size</u>	<u>Type</u>	<u>Manufacturer</u>
960	3"	ASSORTED COLOR STAR SHELLS	CHINA/TAIWAN
600	3"	ASSORTED COLOR STAR SHELLS	JAPAN
360	3"	SPECIAL EFFECTS/SALUTES	U.S.A.
54	4"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
54	4"	ASSORTED COLOR SHELLS	JAPAN
36	4"	SPECIAL EFFECTS/SALUTES	U.S.A.
42	5"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
28	5"	ASSORTED COLOR SHELLS	JAPAN
18	6"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
18	6"	ASSORTED COLOR SHELLS	JAPAN
3	8"	ASSORTED COLOR SHELLS	CHINA/TAIWAN
3	8"	ASSORTED COLOR SHELLS	JAPAN
2	8"	ASSORTED COLOR SHELLS	U.S.A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 777 108th Ave NE, #200 Bellevue WA 98004	CONTACT NAME: Kristen Look PHONE (A/C, No, Ext): 425-586-1016 FAX (A/C, No): 425-451-3716 E-MAIL ADDRESS: _____														
INSURED Mad Bomber Fireworks Productions 3999 E. Hupp Road, Building R-3-1 La Porte, IN 46350	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: James River Insurance Company</td> <td style="text-align: center;">12203</td> </tr> <tr> <td>INSURER B: Berkshire Hathaway Homestate Insura</td> <td style="text-align: center;">20044</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of A</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: James River Insurance Company	12203	INSURER B: Berkshire Hathaway Homestate Insura	20044	INSURER C: Travelers Property Casualty Co of A	25674	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: James River Insurance Company	12203														
INSURER B: Berkshire Hathaway Homestate Insura	20044														
INSURER C: Travelers Property Casualty Co of A	25674														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: #15-0029** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBR INSD	WV0	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Show Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			00081032-1	2/4/2015	2/4/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>PRODUCTS - COM/PROP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COM/PROP AGG	\$2,000,000		\$
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B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02TRM01080001	2/4/2015	2/4/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			00061033-1	2/4/2015	2/4/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$9,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$9,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$9,000,000	AGGREGATE	\$9,000,000		\$								
EACH OCCURRENCE	\$9,000,000																				
AGGREGATE	\$9,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6JUB5B938426	6/12/2015	6/12/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT		\$1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured on the General Liability policy per form number FP5201 01-12
OPERATIONS: FIREWORKS DISPLAY
ADDITIONAL INSUREDS: CITY OF KENOSHA, WI

CERTIFICATE HOLDER CITY OF KENOSHA 625 - 52ND STREET KENOSHA, WI 53140 c/o, MARK B. WILLING	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



June 25, 2015

TO: Scott N. Gordon, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent 

SUBJECT: Request from Zion Benton Township High School to hold a bonfire on Friday, August 14, 2015 from 6pm – 9pm on Simmons Island Beach. (*District 2*)

BACKGROUND/ANALYSIS

A request has been received from Zion Benton Township High School Graduation Class of 2005 to hold a bonfire on Simmons Island Beach. The event is to celebrate their 10 year Reunion and would take place on Friday, August 14, 2015 from 6pm to 9pm. Staff has spoken with the organization and are aware that once this request is approved they need to get the appropriate permits pulled from the Fire Department.

RECOMMENDATION

To approve the request with the stipulation that the organization receive a permit from the Fire Department.

JW/dm

Zimbra

dmiles@kenosha.org

Re: Letter for Bonfire Approval

From : Diane Miles <dmiles@kenosha.org> Wed, Jun 17, 2015 03:23 PM
Subject : Re: Letter for Bonfire Approval  2 attachments
To : Krystle Woods <krystle.woods@hotmail.com>

Hello-

Ok great! Thank you for the information.

The Parks Commission will have a meeting on Monday, June 29, 2015 at 5pm in Room 204. You and/or your representative is required to appear. If you shall any questions, please feel free to contact me.

Thank you-

Diane Miles

Clerk Typist III

262-653-4050

262-653-4065 (direct)

262-653-4056 (fax)

Department of Public Works

625 52nd St, Rm 305

Kenosha, WI 53140



From: "Krystle Woods" <krystle.woods@hotmail.com>
To: "Diane Miles" <dmiles@kenosha.org>
Sent: Wednesday, June 17, 2015 3:13:58 PM
Subject: RE: Letter for Bonfire Approval

Hello,

We are thinking from 6pm to 9pm. And, yes that is the beach front that I am considering. However, we would be willing to move to a different location if they see that would be best.

Also, a correction to the letter our committee chair committee chairperson passes away in March, I am not sure why I have January.

Regards,

Krystle Woods

224-381-3278

Date: Wed, 17 Jun 2015 15:06:13 -0500
From: dmiles@kenosha.org
To: krystle.woods@hotmail.com
Subject: Re: Letter for Bonfire Approval

Hey Krystle,

Yes I did receive the email below for your request. But before I continue on with the process, I have a few questions:

1. From what time to what time are planning on doing this bonfire?
2. And I want to make sure the beach you are requesting off of 50th Beach, is the Simmons Island Beach front?

Diane Miles

Clerk Typist III
262-653-4050
262-653-4065 (direct)
262-653-4056 (fax)
Department of Public Works
625 52nd St, Rm 305
Kenosha, WI 53140



From: "Krystle Woods" <krystle.woods@hotmail.com>
To: dmiles@kenosha.org
Sent: Wednesday, June 17, 2015 11:24:23 AM
Subject: Letter for Bonfire Approval

Hello,

I was not able to get the letter to you on Monday, however, I have posted it below. Please acknowledge receipt of this email.

I want to confirm the meeting will be held at Kenosha City Hall on Monday June 29th at 5pm in room 204. I want to make sure that I am able to attend.

Regards,
Krystle Woods
224-381-3278

To whom it may concern,

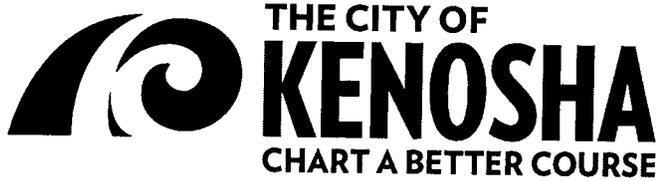
The Zion Benton Township High School graduating class of 2005 is requesting the approval to hold a bonfire on August 14th 2015 at Kenosha beach located off 50th street. We are requesting this as a part of our 10 year reunion activities. Over the years our graduating class has suffered some losses and the committee would like to pay tribute to those as the sun sets on the beach (most recently the reunion committee chairperson Melanie Hunter who passed suddenly in January). We are expecting a small group no more than 15 people to be in attendance. Once approval is received the committee is prepared to pay fees and obtain permits as required by the city of Kenosha.

We greatly appreciate your time and consideration.

Respectfully,

ZBTHS Class of 2005 reunion committee,

Krystle Woods, Jessica Glaspie, Ratesha Darden, and Porsha Brakes



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

June 22, 2015

To: Scott N. Gordon, Chairman,
Park Commission

From: Shelly Billingsley *Shelly Billingsley*
Acting Director of Public Works/City Engineer

Cc: Alderman Rhonda Jenkins
District 2

Subject: ***Request for use of Eichelman Park***

BACKGROUND/ANALYSIS

Leeward Business Advisors is requesting from the Park Commission use of Eichelman Park for an Open House on Friday, August 7, 2015. Set up will begin at 1pm and the event will take place from 3pm – 7pm and take down will be complete by 10pm.

The Open House is free and Leeward Business Advisors will provide free food and beer/wine. Staff checked with the City Attorneys office and was advised a \$25 Park beer/wine permit is appropriate for this event as there is no selling of beer/wine.

RECOMMENDATION

Park Commission approve use of Eichelman Park for Leeward Business Advisors Open House.

**SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

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

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Leeward Business Advisors

Contact Person who is responsible for event: Cassandra Polzin

Address: LL1 5455 Sheridan Road

City/State/Zip Kenosha, Wisconsin 53140

Daytime # 262 358 4116^{x204} Evening # _____ Cell# 262 914 588A

Fax # 262 358 4104 E-mail: cpolzin@leewardba.com

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

EVENT INFORMATION

Name of the Event: Leeward Business Advisors Open House

Date Requested: August 7th 2015 Rain Date none

Location Requested: Eichelman Park Estimated Attendance ~~100-150~~ 300+

Charitable Event: No Yes, Proceeds donated to _____

Brief Description of the Event: Party to celebrate Leeward's new office & to thank our current customers & partners. Event will include live music & a tap showcase. ~~the~~ Milwaukee Brewing co. will have a beer garden provided free to guests.

Set up date and time: 08/07/2015 1-3 pm

Time of Event: 3-7 pm

Take down date and time: 08/07/2015 7pm-10 pm

FOR OFFICE USE ONLY:

Application Packet Received App rec'd 6/10/15 Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

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

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

Name of Event Leeward Business Advisors Open House

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

yes
yes/no

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

no
yes/no

Water: Varies by location

PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year", Please also put a close accurate number in your request.

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

of Barricades _____ Any Bleachers no Any Reviewing Stands no

Showmobile New X Old _____

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

Other Special Requests: _____

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

of Barricades _____ A map must be attached with the placement locations

of Parking Signs _____ Organization responsibility:

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

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

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

Please review Item #8 in the Policy/Procedure Manual

Name of Event Leeward Business Advisors Open House
Park Requested Eichelman Date of Event: 08/07/2015

**Structure location must be placed on site map.

Type of Temporary Structure

Tent

Staging → city of Kenosha

Trailers

Inflatables

Dunk Tank

Other, Please explain _____

Vendor Information

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

Name of Company/Individual: TOP CHOICE RENTALS

Work # 262-652-2117 Home # _____ Cell 262-818-5925

Insurance

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

Insurance Company VALENT INSURANCE

Signature

Vendor Signature Bryan Hill Date 6-12-15

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

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

Event Information:

Name of Event Leeward Business Advisors Open House
Location of Event: Eichelman Park Date of Event 08/07/2015
Contact Person Cassandra Polzin

Type of Amplified Sound

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

Requested time of amplification: Start: 5.00 pm Ending 6.30 pm

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

Leeward Business Advisors
Daytime # 262.558.4116 ^{x204} Evening # 262.914.5884 Cell # 262.914.5884

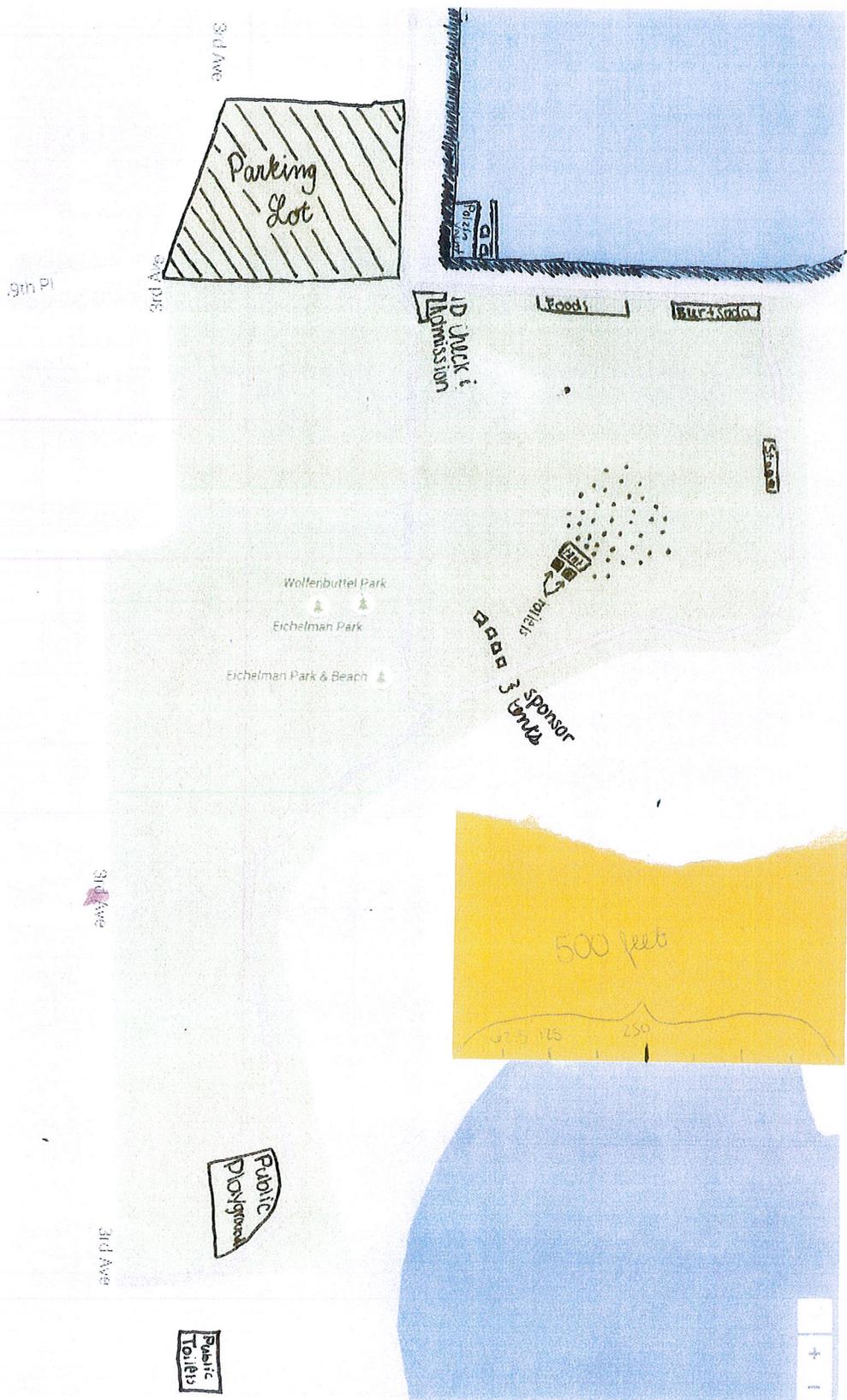
Aldersperson notification

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

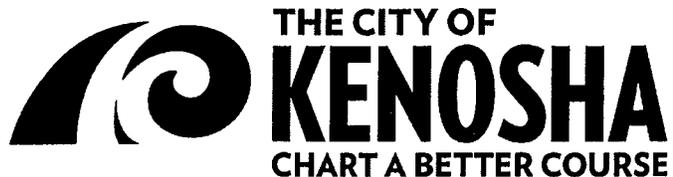
 Yes No Date: _____

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

Leeward Harborfest '15
map



Leeward Open House 2015
map



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

June 24, 2015

To: Eric J. Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

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

Subject: Project: 15-1219 Parks West Garage Roof Replacement
Location: 3801 65th Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$115,000.00. Budget amount is \$120,000.00.

This project consists of installation of an insulation infill atop existing metal roof, new EPDM roof membrane, sheet metal, and associated flashing.

Following is the list of bidders:

Contractor	Bid Total
Carlson Racine Roofing, Racine, WI	\$81,392.00
Kaschak Roofing, Franklin, WI	\$84,900.00
JT Rams, LLC, Saukville, WI	\$92,303.00
SRS Roofing & Sheet Metal, Waterford, WI	\$103,900.00

It is recommended that this contract be awarded to Carlson Racine Roofing and Sheet Metal, Inc., Racine, Wisconsin for the base bid amount of \$81,392.00 plus \$11,608.00 in contingency for unforeseen conditions (if needed), for total award amount of \$93,000.00. Funding is from CIP Line Item PK-10-001.

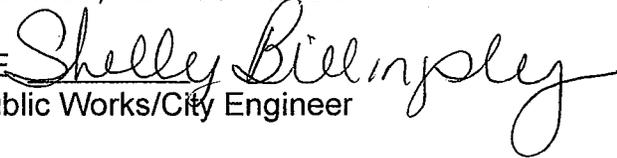
SAB/kjb



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

June 22, 2015

To: Eric Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

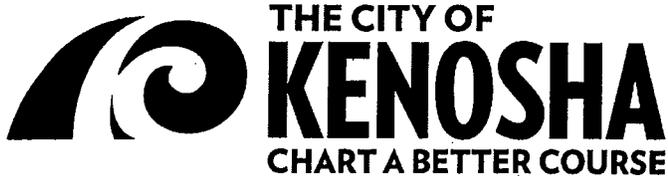
From: Shelly Billingsley, P.E. 
Acting Director of Public Works/City Engineer

Subject: Acceptance of Project 12-1422 Poerio Park Trail Development Construction
Location: 1401 16th Avenue

Please be advised that the above referenced project has been satisfactorily completed by NuGen Johnson, LLC, Sussex, Wisconsin. This project consists of installation of both composite boardwalk structure and composite bridge spans (Alternate 1 replaces treated lumber with extruded plastic decking) and restoration.

It is recommended that the project be accepted in the final amount of \$86,3651.60. Original contract amount was \$69,410.00 plus \$14,901.60 for Alternate 1 for a total of \$84,311.60 plus \$10,688.40.00 for contingency for a total of \$95,000.00. Funding was from CIP Line Item PK-11-001.

SAB/kjb



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

June 22, 2015

To: Eric Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

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

Subject: Acceptance of Project 13-1419 Anderson Park Fishing Pier
Location: 8730 22nd Avenue

Please be advised that the above referenced project has been satisfactorily completed by NuGen Johnson, Sussex, Wisconsin. This project consisted of installation of two 50 foot bridges joining the island and a platform with stairs on the small island.

It is recommended that the project be accepted in the final amount of \$107,458.11. Original contract amount was \$99,832.00 plus \$9,168.00 for contingency for a total of \$109,000.00. Funding was from CIP Line Item PK-11-001.

SAB/kjb

Shelly Billingsley, P.E.
Acting Director
sbillingsley@kenosha.org

625 52nd Street, Room 305
Kenosha, WI 53140

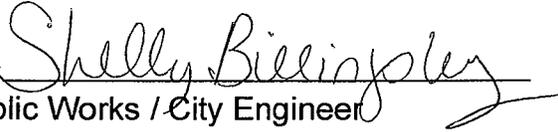


Cathy Austin, P.E.
Assistant City Engineer
caustin@kenosha.org

T: 262.653.4050
F: 262.653.4056

June 25, 2015

To: Patrick Juliana, Chairman, Stormwater Utility Committee
Scott Gordon, Chairman, Parks Commission
Eric Haugaard, Chairman, Public Works Committee
Daniel Prozanski Jr, Chairman, Finance Committee

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

CC: Steve Bostrom, District 12

Subject: ***Change Order for Project 14-1141 Southport Park Shoreline Repair Phase I***

BACKGROUND INFORMATION

Staff and the Contractor are requesting the extension of the Southport Park Shoreline Repair Phase I to be extended to August 7, 2015 due to unforeseen conditions of low level contaminated soil. Staff is also requesting a change order to reduce the contract with McMullen & Pitz Construction by \$55,000 to cover the costs of disposing of the material at Republic Service Kestral Hawk Landfill which the City will contract with separately. The \$55,000 will then be applied to cover the invoices to the City from Republic Service Kestral Hawk.

RECOMMENDATION

Approve the Change Order extending the contract deadline to August 7, 2015 and reduce the contract by \$55,000 from \$1,297,800 to \$1,242,800.

THE CITY OF KENOSHA

CHANGE ORDER

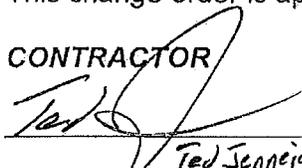
Project Name: Southport Park Shoreline Repair Phase I
Project Number: 14-1141
C.I.P. Line Item: PK-15-002 & SW-15-004
Purchase Order #: 150510
Contractor: McMullen & Pitz Construction
Park Commission: 6/29/15
Public Works Committee Action: 7/6/15
Finance Committee: 7/6/15
Date of Common Council Action: 7/6/15

City and contractor agree that the above contract is amended by reducing the amount of the contract by **\$55,000** from **\$1,297,800** to **\$1,242,800**. This amendment is needed to dispose of low level contaminated soil at Republic Services Kestral Hawk.
City and contractor agree that the above contract is amended to specify that contract completion deadline will be no later than **August 7, 2015**. The extension is needed due to winter weather and DNR permitting delays.

This change order is approved by:

CONTRACTOR

DATE



Ted Jennejohn - Project Manager

6-24-15

CITY OF KENOSHA, MAYOR

DATE



STH 158 52nd St



Aquatic Shows

RV Parking

Port-a-let

Aqua Ducks

Shoreline Stage

Fireworks Launch

Port-a-let

Ring Road

1st Ave

Pier Pups

Sponsor's Tent

54th St

6th Ave

5th Ave

4th Ave

3rd Ave

2nd Ave

Restrooms

Kid's Zone

Fireworks Stage

Port-a-let

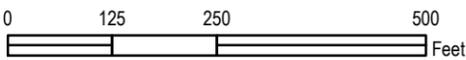
Celebrate America HQ

56th St



Celebrate America - 2015 -

- Activities
- Beer Gardens
- Fireworks Launch
- Music Stages
- RV Parking
- Restrooms
- Tents
- Aquatic Shows
- No Access
- Travel Direction

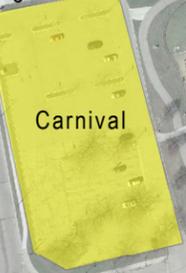


Shriners Beer Garden

Safety Village Beer Garden

Gravity Trails Zipline

Main Stage



Carnival

Restroom Shelter

57th St

5th Ave

4th Ave

58th St

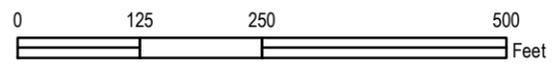
3rd Ave

8th Ave



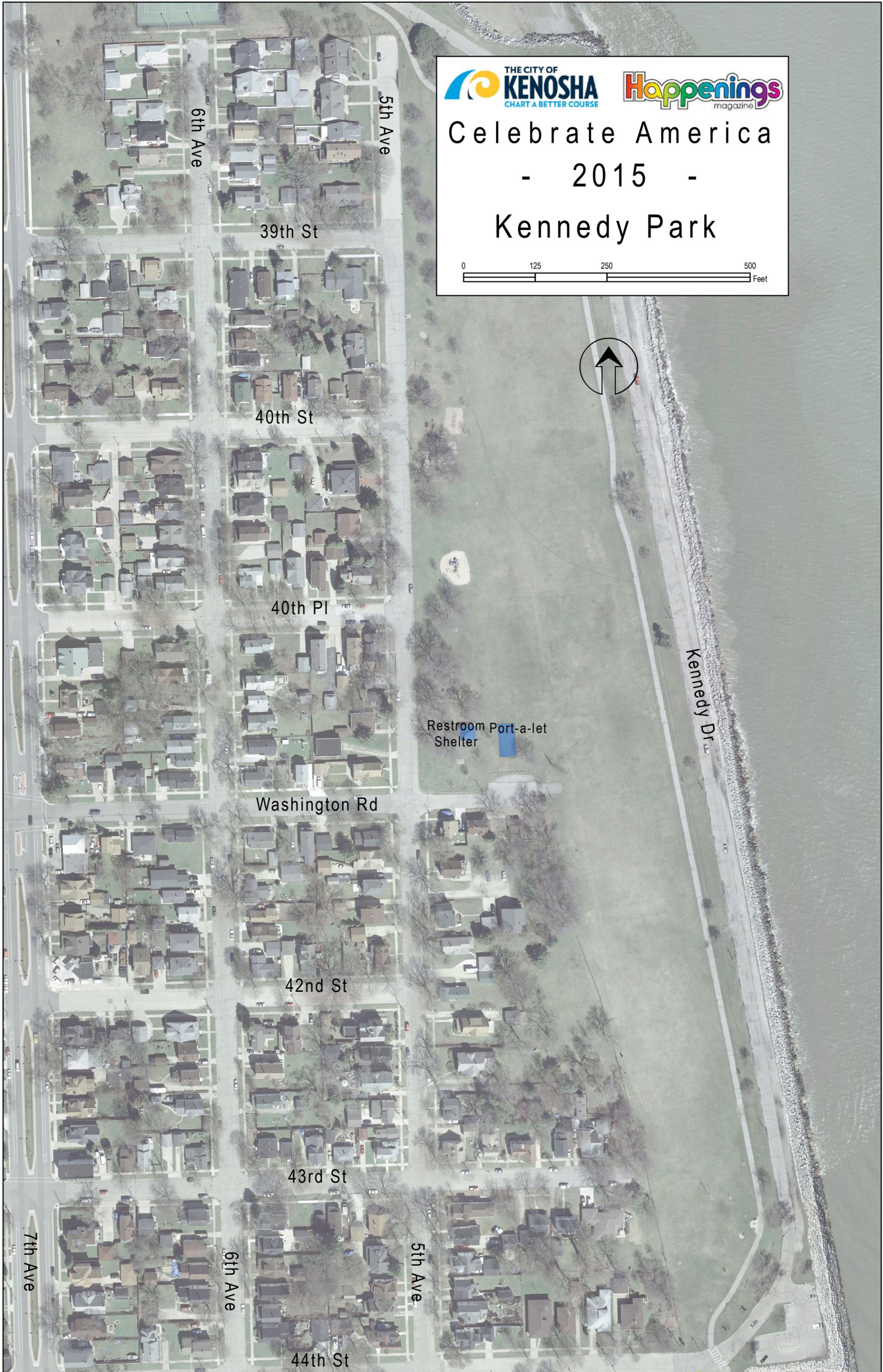
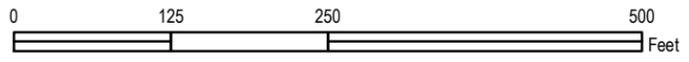
Celebrate America - 2015 - Simmon's Island

 No Access  Travel Direction

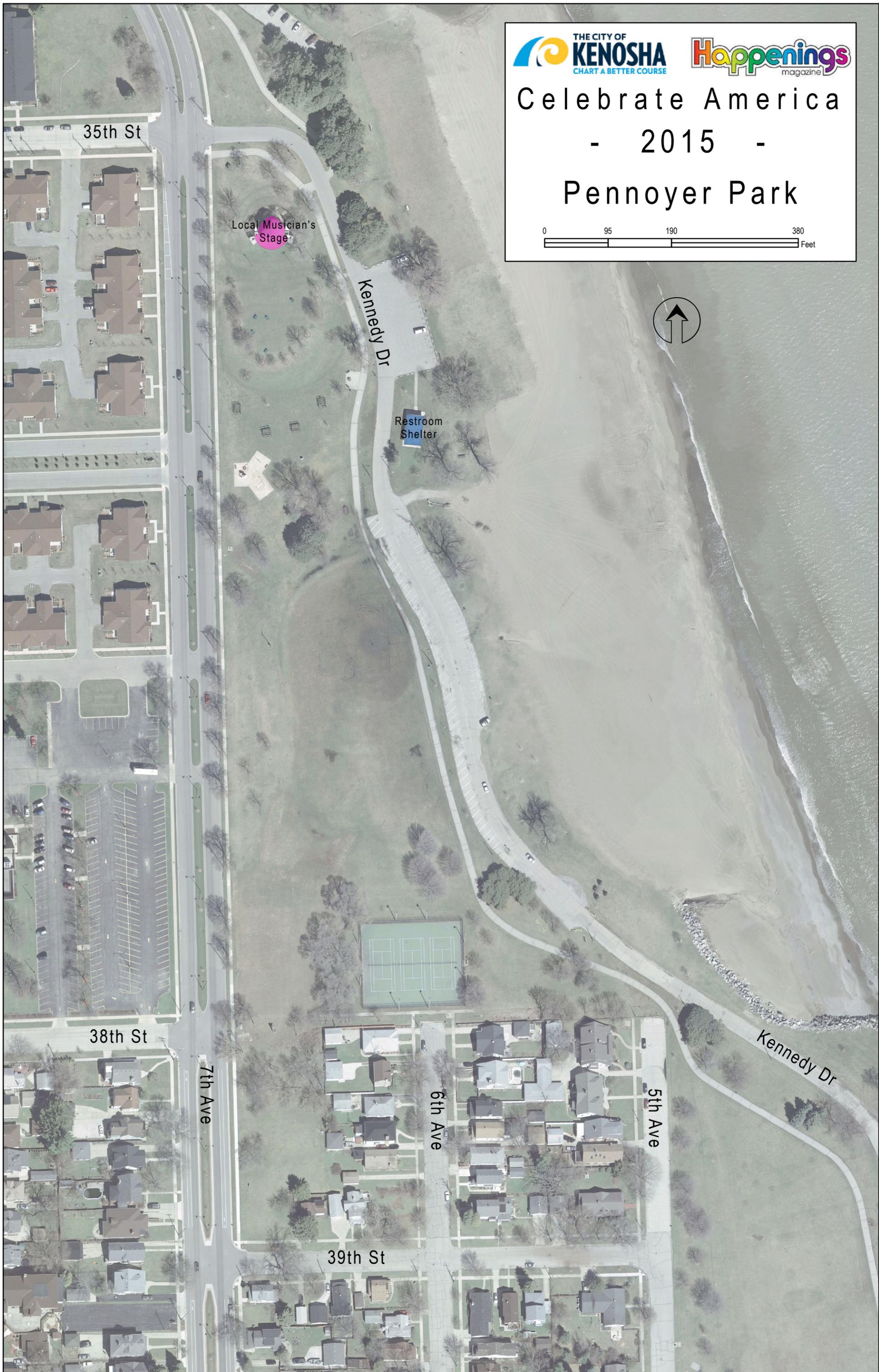
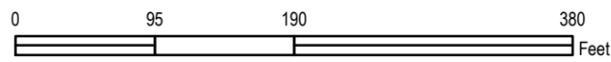




Celebrate America - 2015 - Kennedy Park



Celebrate America
- 2015 -
Pennoyer Park



3rd Ave

59th St

3rd Ave

60th St

Pop's Stage

Port-a-let

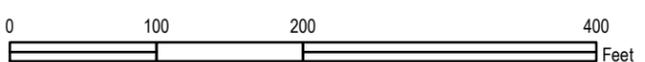
61st St

Restroom Shelter

3rd Ave




Celebrate America
- 2015 -
Eichelman Park




June 25, 2015

Informational #2

TO: Shelly Billingsley, P.E.
Acting Director of Public Works

FROM: Cathy Austin, P.E.
Assistant 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 #11-1417 Strawberry Park Trail and Shelter (DNR Stewardship Grant)** [SAA Design Group] – Project has been awarded and construction has begun. (16)
- Project #12-1415 / 13-1415 / 14-1415 / 15-1415 CORP Implementations** – Continuing. (Citywide)
- Project #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Project close-out documents were sent to contractor. (1).
- Project #12-1432 - Peorio Park Trail** [SAA Design Group] Construction on the bridge and boardwalk began in March and was completed in May. City crews have begun constructing the adjoining path and will be complete work by the end of June. (DNR Stewardship Grant) (1 & 4)
- Project #13-1413 - Petzke Park Phase II** [SAA Design Group] Construction began in April and is on schedule to be complete by the end of September. The foundation and slab have been poured for the shelter with plumbing stubbed. It is anticipated for the shelter block and storm sewer work to begin in July. (weather dependent). (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] – Construction began in May and is anticipated to be complete by the end of August. The track has been milled and the infield topsoil has been scrapped. (6)
- Project #14-1120 – Eichelman Beach – Nutrient Improvements** – Construction has been complete and close out documents have been sent out. (2)
- Project #14-1141 – Southport Park Shoreline Repair Phase 1** – [Redbarn Design and Engineering] Construction is on-going. Substantial completion date is expected in late July with restoration in early August. (12)
- Project #14-1417 – Tree Removal** – Contract nearing completion. Phase 2 is in process. (City wide)
- Project #14-1418 – Tree Planting** – Contract nearing completion. (City wide)
- Project #14-1421 – Simmons Island Phase 1B** – [SAA Design Group] Project has been put on hold due to budget. (2)
- Project #14-1424 - Southport Beach House Roof Replacement** –Project is pending award. A construction schedule will be determined after award. (12)
- Project #14-1426 Petzke Park – Dream Playground** [SAA Design Group] – Construction is anticipated to start the beginning of July. (1)
- Project #14-1428 – Washington Park Trail Improvements** - Construction has been complete and close out documents have been sent out. (6)
- Project #15-1417 – Tree Removal** – Quotes were received. Project is pending award. (City Wide)
- Project #15-1419 – Park Division West Garage Roof Replacement** – Bids were opened on June 24th and construction is anticipated to begin the end of August. (12)
- Project #15-1424 - Southport Beach House Roof Repair** –Project is currently out for bid. A bid opening will be held July 1, 2015. (12)

Design Work- Misc. Park projects, Anderson Park Paths, ADA Accessible Playground, and finishing 2012, 2013, 2014 and 2015 CORP projects.