

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building – Room 204
Monday, July 8, 2013 - 5:00 pm

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

Call to Order
Roll Call

Approval of minutes of regular meeting held on June 24, 2013.

1. Approval of Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City of Kenosha for Feasibility Study and Alternatives Analysis for the Kenosha Harbor.
2. By Finance Committee – Resolution to Amend the City of Kenosha Capital Improvement Program for 2013 By Increasing PK09-001 “Harbor Dredging” in the amount of \$55,400 with Outside Funding from a Coastal Management Grant in the amount of \$50,400 and a Wisconsin Waterways Grant in the amount of \$5,000 for a Net Change of \$0. *(also referred to Finance Committee)*
3. Change Requests.
4. Approval of Task Order for Professional Services by SAA Design Group, Inc., for the by Anderson Park Fishing Pier. *(District 9)*
5. Recreational Water Quality along Kenosha County's Fresh Coast – GLRI Beach Sanitary Survey Project Data Report, 2010 – 2012. ***(Backup on Alderman web page)***

INFORMATIONAL ITEMS:

1. Gate at Simmons Island
2. Project Status Report

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS 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, June 24, 2013

A meeting of the Board of Parks Commissioners was held on Monday, June 24, 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, LaMacchia, and Kennedy. Commissioner Mathewson was excused. Staff members in attendance were Shelly Billingsley, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks; Clement Abongwa, Civil Engineer; Deputy Police Chief Dan Miskinis, Captain Thomas Hansche, and Lieutenant James Heiring.

It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia, to approve the minutes from the meeting held on Monday, June 10, 2013. Motion carried unanimously.

1. Request from Mister Rib LLC (*Mister Rib*) for permission to sell concessions at the south end of Kennedy Park on July 4th, 2013 from 10am to 10pm. (*District 1*)
It was moved by Commissioner Kennedy, seconded by Commissioner Schwartz, to approve. Motion carried unanimously.
2. Request from Kenosha Area Family and Aging Services for sponsorship to use the Southport Beachhouse on August 1st, 2013 or August 8th, 2013 for a farewell gathering for the Executive Director. (*District 12*)
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia, to approve with 50% sponsorship.
Public Hearing: Kristy Vitale (Assistant Director) spoke.
Motion carried unanimously.
3. Request from Tim Sosbe to serve fermented malt beverages at his event on Saturday, June 29, 2013 at Anderson Park. (*District 9*)
It was moved by Commissioner Kennedy, seconded by Commissioner Schwartz, to approve.
Public Hearing: Tim Sosbe answered questions.
Motion carried unanimously.
4. Resolution by the Mayor - Authorizing the Director of Public Works to Apply for Financial Assistance for the Dredging of the Kenosha Southport Marina Entrance. (*Also referred to Public Works*)
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia to approve.
Staff: Shelly Billingsley spoke.
Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report-Chairman Orth asked for an updated status report at the next meeting due to some projects on the list having been already completed.

SUPERINTENDENT COMMENTS: Jeff notified the committee that the Parks Division is catching up on things weather permitting. The pools and splash pads are up and running now. The Parks Division is a couple of weeks behind on the flower beds.

CITIZEN COMMENTS: Cliff Johnson commented on how good the Kenosha Sports Complex looks.

COMMISSIONER COMMENTS: Chairman Orth also commented on how the Kenosha Sports Complex looks good. However, he suggests having more supplies in the Womens' bathroom during big events.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:14 pm.

Attachment A
Grant Agreement # AD139694-014.11

1. Type of Project (check one):	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input checked="" type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
2. Project Title: Harbor Sedimentation - Feasibility Study & Alternatives Analysis	
3. Organization applying: City of Kenosha	5. Primary County where project is located: Kenosha County
4. Contact Person and Address: <u>Michael Lemens, P.E., Public Works Director</u> <u>625 52nd Street, Room 305</u> <u>Kenosha, WI 53140</u> Phone: <u>262-653-4150</u> Fax: <u>262-653-4056</u> Email: <u>publicworks@kenosha.org</u>	6. Other Counties where project is located:
	7. Congressional District #: 1
	8. State Senate District #: 22
	9. State Assembly District #: 64
10. Total Project Cost: \$126,000	
11. WCMP Share: \$50,400	13. WCMP Percent: 40%
12. Applicant Share: \$75,600	14. Applicant Percent: 60%
15. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:	
<p>A Feasibility Study and Alternatives Analysis of the Kenosha Harbor, which has sedimentation problems, will be developed and utilized to design structure modifications to the harbor entrance breakwater/jetty and other sand bypassing capital improvements.</p> <p>This project will gather bathymetric and dredging historical data, as well as all permits and certifications obtained to date for the proposed activities. The study and analysis will provide modeling for sediment transport predictions, quantify existing and proposed breakwater impacts on the wave climate, coordinate the project with the appropriate regulatory agencies, and provide guidance for possible state and federal funding.</p> <p>The Project Outcome of the Feasibility Study & Alternatives Analysis will include:</p> <ul style="list-style-type: none"> • Numeric Model Summary Report • Preliminary Engineering/Schematic Design • Preliminary Technical Specifications • Permit Applications • Phasing Plan with Opinion of Probable Construction Cost 	

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1. Problem: Concisely state the problem or issue that this proposal addresses. Include important background information.

The Kenosha Harbor includes Simmons Island Marina, a public marina owned and managed by the City. The marina offers 142 slips with boater restrooms, showers and laundry facilities, fuel and pump-out stations, and a fish cleaning station. A U.S. Coast Guard Station Kenosha, which is co-located with the U.S. Coast Guard Aids to Navigation Team Kenosha is also located within the Kenosha Harbor. There is a significant charter fishing fleet and recreational boating community in the City, as well as annual Tall Ships events.

The mouth of the Kenosha Harbor becomes shallow due to sand deposits. Approximately every three (3) years (more often if there is a significant storm event), shoaling requires dredging to maintain the harbors function and intended use and make it safe for both recreational and charter boats to enter. The City needs to budget approximately \$400,000 in capital improvements for dredging on a two year cycle. We believe a modification to the jetties, groins, shore parallel structures and/or 'active' intervention methods will preclude or at least minimize the need to dredge in the future. Therefore, a feasibility study and modeling effort are necessary to develop a cost-effective, sustainable solution to mitigate future shoaling and maintain the Kenosha Harbor as a viable all-weather port and Harbor of Refuge on Lake Michigan.

2. Project Description: Address all of the issues listed below as they relate to your project.

- a. Describe the project for which funding is requested.
- b. Describe how this project is part of an integrated effort or approach.

a. The Plan is to do a feasibility study/alternatives analysis to determine the most cost-effective, sustainable method to modify the harbor breakwater/jetty to minimize the sedimentation issues. Once the preferred method is determined the design process and subsequent infrastructure construction can begin. In the interim, a 5-year sediment management plan needs to be developed to ensure the harbor remains navigable.

b. The Simmons Island Park Master Plan has been developed and the City is planning to begin implementation. Additionally, the planned harbor inventory and prioritization tasks will evaluate and document current conditions and identify and assess priorities within the inner harbor.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy (www.gllrc.us/).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply). Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project

Suggested Indicators

Wetland Protection and Habitat Restoration

- Acres of habitat restored or protected
- Endangered species protected
- Type of habitat or ecosystem protected or restored

Nonpoint Source Pollution Control

- Reduction in pounds of Phosphorus delivery
- Reduction in tons of soil erosion/sedimentation
- Miles of vegetative buffer

Great Lakes Education

- Number of people trained

Attachment A

Grant Agreement # AD139694-014.11

Coastal Resources and Community Planning

- Projected audience
- Number of municipalities included in a plan
- Population affected by the plan
- Land area covered by the plan
- Type of coastal resource protected
- Ordinances developed

Public Access and Historic Preservation

- Linear feet of coastline made accessible or acquired
- Population affected
- Acres Acquired

- a. The study is necessary to assess and analyze the performance of ‘passive’ structural modifications and compare effectiveness with ‘active’ intervention methods, determine sediment transport behavior in order to select a preferred method to fix the costly harbor sedimentation issue. While it may be costly to construct the selected structure modifications, it is just as costly to have to incorporate city budget dollars for maintenance dredging every three years. This study is very important to ensure the selected alternative will be cost-effective.
- b. The City’s Comprehensive Plan identified the need to study the means and methods of making the Kenosha Harbor sustainable for long-term use. The Kenosha Harbor study was identified as one of the highest priority programs for implementation. The sustainability of the Kenosha Harbor is an essential component to the implementation of plans for the park area to the north (Simmons Island Master Plan).
- c. It is anticipated that the study will determine the best cost-effective method to modify the current harbor structures and sand bypassing improvements. This method, once constructed, will, if not eliminate, at least minimize the need to dredge the harbor every three years.
- d. A planning study or preliminary engineering will be necessary to apply for additional grants for the design and construction of the preferred alternative. Specific grants programs will be reviewed as part of the project Phasing Plan. Likely programs include the WDNR’s Recreational Boating Facilities and Sport Fish Restoration programs, WisDOT’s Harbor Assistance Program, USACE programs, and an additional WDOA Coastal Management grant. Additionally, the project plan for future harbor dredging events that will be necessary until the structural remedies are constructed.
- e. The ability to move watercraft safely through the harbor impacts commercial, charter, and recreational boating traffic, as well as the US Coast Guard vessels. These sectors impact the Kenosha economy, both directly and indirectly. This project will provide a plan for moving forward that ensures the Kenosha Harbor is sustainable, minimizing the need for maintenance dredging.

4. Methodology and Timetable

- a. Provide a list and description of project tasks, including a timeline and major milestones.
- b. Provide a list of work products or deliverables.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

- a. A Feasibility Study and Alternatives Analysis will be developed of the Kenosha Harbor and Southport Marina areas of the City’s Lake Michigan shoreline. This will entail gathering the City’s historical bathymetric and dredging data, numeric modeling, preliminary engineering and other tasks.
 - Bathymetric Survey: A bathymetric survey will be conducted to assess existing water depth conditions in the Kenosha Harbor entrance and determine the horizontal and vertical extent of dredging required to establish desired project depth, the first step in the process will be to perform

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a hydrographic survey of the river bottom contours. This type of survey requires specialized sonar combined with a survey-grade global positioning system. Once the river bottom contours are mapped the desired project depth contours can be overlaid and a required dredge volume to reach the project depth will be determined.

Anticipated completion date: 15 days from Notice to Proceed (NTP)

- **Numeric Modeling:** Concept planning level numeric (computer) modeling will be performed to assess the relative performance of various “passive” structural configurations such as jetties, groins or shore parallel structures, and to gauge comparative effectiveness, cost and extent of “active” intervention methods such as dredging, sedimentation traps and sand bypassing. Once a preferred approach has been identified, a more extensive modeling effort will be employed to achieve a better prediction of the sediment transport behavior based on the configuration of the proposed harbor infrastructure improvements. The conceptual design developed in the initial feasibility study will be refined and optimized through numeric modeling from both a wave climate and sediment transport perspective.

The detailed numeric modeling will include an annualized sediment budget analysis to determine net and gross sediment movement along the shoreline based on local wave angles of incidence. A shoreline change forecast model, such as GENESIS or LITPACK will be used first to assess the present impact of the recently constructed detached breakwater for the purpose of model calibration, and then assess the effectiveness of additional passive or active interventions that might be effective in reducing the sedimentation at the river mouth.

A preliminary engineered solution to the sedimentation problems and permitting/funding approach will be recommended based on the model results. The recommended plan will evolve from a combination of several promising solution elements explored during the feasibility phase of the project. In a later phase the recommended approach will be analyzed in more detail for performance under a wider range of lake level and wave conditions. A concept level cost estimate will be developed for the recommended scheme.

At the completion of the evaluation, a summary report will be provided detailing the results of the analysis and describing the proposed harbor entrance infrastructure improvements that were examined to address the sedimentation control objectives.

The City’s historic bathymetric information for the area which spans from the offshore detached breakwater to the back beach and from the southern limit of the river jetty mouth, and 500 feet back up the jettied entrance, to 1000 ft. north of the north end of the detached breakwater will be used in this analysis.

Anticipated completion date: 60 days from NTP

- **Sediment Management Plan:** For the interim dredging, an assessment of existing site conditions and various options for sediment management will be evaluated, including other beneficial uses and other deposit locations. An engineering cost estimate will be developed and methods of leveraging funding will be explored.

Anticipated completion date: 60 days from NTP

- **Schematic Design Drawings:** Preliminary engineering design will be performed and schematic design drawings will be prepared that support the feasibility study. These drawings will be prepared at the level of detail appropriate for Lake Michigan construction project permit and funding applications. A set of plans will be prepared and will be included in the permit

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applications.

Anticipated completion date: 90 days from NTP

- Permitting Plan: All existing permits and funding will be reviewed, the requirements for code compliance will be researched, coordination meetings with appropriate members of regulatory agencies will be held, and permit application materials will be prepared. This includes submittals for local, state, and federal-level review.

Anticipated completion date: 100 days from NTP

- Inner Harbor Infrastructure Inventory & Prioritization: An inventory of the inner harbor's public access points and infrastructure (such as mooring and docking facilities, seawalls, etc.) will be undertaken to identify and assess other priorities within the harbor for the City to use as a future planning tool.

Anticipated completion date: 100 days from NTP

- Phasing Plan: A detailed opinion of probable construction costs for the selected alternative, based on the Preliminary Engineering/Schematic Design plans will be developed along with a plan for financing/funding the construction of the preferred alternative. The phasing plan will include City funds, potential funding from the Waterways Commission, and other possible sources of funding and revenues.

Anticipated completion date: 100 days from NTP

b. Deliverables include a Bathymetric survey report with cross-sections, Numeric model summary report, Preliminary engineering/Schematic Drawings, preliminary Technical Specifications, Summary of anticipated permitting requirements and grant funding opportunities for the selected alternative, Sediment management plan, Inventory report with ranked projects mapped, Opinion of Probable Construction Costs, and a Phasing Plan.

c. The public will participate through scheduled City Council meetings where study updates will be provided. Additionally, a public participation event will be held during the study to inform the public about the options available and their pros and cons. The various reports developed during this study will be available at City Hall.

d. Not applicable.

5. Project Budget

- a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match. Projects with a total budget larger than \$60,000 require a 60% match. The budget must show proposed costs in the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$	\$8,745	\$8,745
Fringe Benefits		\$4,700	\$4,700
Travel		\$ 55	\$ 55
Equipment		\$ 1,500	\$ 1,500
Supplies			
Contractual	\$50,400	\$60,600	\$111,000
Construction			
Other			
Indirect Charges			

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Totals	\$50,400	\$75,600	\$126,000
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b. Applicants for **Public Access and Historic Preservation** projects **must** provide further details using additional categories/sub-categories in the second table or in another format, if necessary.

Activity	WCMP Request	Match	Total
Contractual-Bathymetric study	\$6,000	\$9,500	\$15,500
Contractual-Numeric Modeling	\$16,000	\$25,500	\$41,500
Contractual-Sediment Management Plan	\$8,000	\$10,500	\$18,500
Contractual-Schematic Design Drawings	\$12,000	\$19,000	\$31,000
Contractual-Inner Harbor Infrastructure Inventory & Prioritization	\$6,400	\$7,100	\$13,500
Contractual-Permitting & Phasing Plan	\$2,000	\$4,000	\$6,000
Totals	\$50,400	\$75,600	\$126,000

6. Budget Description

- a. Describe, in detail, the commitment of nonfederal matching funds.
- b. Describe the composition and source of the matching funds.
- c. Describe how the grants will be leveraged. Include efforts to find leveraged funds. Include amount if known.
- d. Describe efforts to fully explore other grant funding sources.

a. The City is requesting \$5,000 from the WDNR Recreational Boating Facilities program.

b. The City has applied for a WDNR Sport Fish Restoration grant (\$12,600) to assist with funding this feasibility and alternatives analysis study. Additionally, the City anticipates approximately \$15,000 of in-kind staff time for public outreach and meetings, assisting with bathymetric survey, providing historical data, engineering support and review, and alternatives and budget analysis. The City has budgeted \$400,000 for harbor-related projects.

Source	Match \$
WDNR RBF	\$5,000
WDBR SFR	\$12,600
City In-kind	\$15,000
City Budget	\$43,000

c. Please see Item b above.

d. For this phase, the study and analysis phase of the harbor project, the WDNR's SFR and RBF programs are likely sources of other grant funding. For the design and/or construction phase the grant programs listed in Question 3d, including SFR, RBF, USACE, and others, will be considered during the Phasing Plan portion of this project.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies
- b. Develop exceptional marketing, outreach or education strategies
- c. Encourage coast-wide projects or solutions

a. Partnerships have been established with several local organizations concerned with the fate/status of the Kenosha Harbor. The Kenosha Harbor Associates represents local business, fishing groups and concerned citizens interested in preserving the Port and ensuring its future use and enjoyment. The Kenosha Sport-fishing and Conservation Association is a non-profit organization consisting of family

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fisherman dedicated to the protection and proper utilization of the resources of the Great Lakes. The Kenosha Yacht Club also has a stake in the sustainability of the harbor.

b. The City will work with these organizations and others to reach out to the local residents and other harbor users to ensure the public is kept informed of the project and aware of public meetings and able to participate in the project.

c. The Project will serve to protect and preserve the Kenosha Harbor, ensuring its sustainable use for the future and will enable implementation of plans for inner harbor development.

ATTACHMENT B

**ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM**

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"
National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act, Grant # NA13NOS4190043.

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF KENOSHA**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations (“Division”), Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and **CITY OF KENOSHA** ("Grantee"). This agreement is complete and valid as of the date signed by the Administrator of the Division of Intergovernmental Relations, and will end on **June 30, 2014** unless extended by mutual agreement.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the Grantee has submitted an Application for the identified Program and the State, in reliance upon the representations set forth in the Application, approved an award to the Grantee in the amount of **Fifty Thousand Four Hundred Dollars (\$50,400.00)** and the Grantee agrees to provide **Seventy-Five Thousand Six Hundred Dollars (\$75,600.00)** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

CITY OF KENOSHA

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATIONS**

BY: _____
Michael M. Lemens

BY: _____
Ed Eberle

TITLE: Director of Public Works

TITLE: Administrator

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW AND KEY PERSONNEL

Liaison with the State shall be through the program liaison, **Kate Angel**, who will represent the State's interest in review of quality, quantity, rate of progress, timeliness of services and related considerations as outlined in this Agreement. Liaison with the Grantee will be through **Micheal Lemens**, the project director.

The person(s) cited are considered essential to the work performed hereunder. In the event any of the Key Persons leave the Grantee's employment or are reassigned to another program, the Grantee shall notify the Department in writing. Any individual appointed to replace any of the Key Persons shall have prior written approval of the Department. If any such individual is not acceptable, the Department shall issue a modification terminating this Agreement.

ARTICLE 2. APPLICABLE LAW AND FEDERAL REQUIREMENTS

This Agreement shall be governed by the Laws of the State of Wisconsin. Venue shall lie in the County of Dane. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Code of Ethics for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subgrantees, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subgrantee(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowances related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate grant program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK AND BUDGET

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment A). Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.
2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2013** through **June 30, 2014** (the "Performance Period").

ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If the Grantee is a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest, this Agreement shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave, Madison, Wisconsin 53703, telephone: (608) 266-8123.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the grant is executed, the Grantee shall submit the plan to the State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Grant, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION AT WILL

The State may terminate this Agreement at any time at its sole discretion upon thirty (30) days written notice to the Grantee. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State. The Grantee may terminate this Agreement upon thirty (30) days written notice to the State. Upon termination the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

ARTICLE 11. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 12. CANCELLATION FOR CAUSE

The State may cancel this Agreement if, through any cause, the Grantee fails to fulfill its obligations hereunder in a timely and proper manner, or violates any of the provisions of this Agreement. The State shall give the Grantee 30 days written notice of its intent to cancel under this provision. The State may allow the Grantee time to cure any default or violation at its sole discretion. Upon cancellation, the State's liability shall be limited to any undisputed costs incurred in carrying out the project as of the date of cancellation. In the event this Agreement is canceled by the State, the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of cancellation.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name. The Department reserves a royalty-free, nonexecutive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Wisconsin Coastal Management Program and National Oceanic and Atmospheric Administration (see Attachment B).

ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT

This Agreement and all Attachments comprise the entire Agreement of both parties. This Agreement may be amended at the discretion of the State, but only by a written agreement signed by both parties.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the State, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed, and is in compliance with, all of its requirements.

ARTICLE 18. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 19. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 20. ASSIGNMENT

This Agreement and the obligations, duties and undertakings of the Grantee described herein may not be assigned or delegated by the Grantee without the express written consent of the State, and any attempted assignment or delegation without such consent shall be void.

FISCAL TERMS AND CONDITIONS

ARTICLE 21. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 22. VARIANCES

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Program Liaison in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 23. LIMITATION ON COSTS

Reimbursement by the Department shall be **40%** of the total cost or not to exceed **Fifty Thousand Four Hundred Dollars (\$50,400.00)**. The Grantee shall provide **60%** of the total cost, or **Seventy-Five Thousand Six Hundred Dollars (\$75,600.00)**. See itemized budget in Attachment A.

ARTICLE 24. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

ARTICLE 25. ALLOWABLE COSTS

Except where inconsistent with Federal requirements, State procedures and practices shall apply to funds disbursed by State agencies and local procedures and practices to funds disbursed by units of local government. Federal Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," shall be complied with by the grantee with respect to the treatment of specific items and their cost allowability.

ARTICLE 26. PROGRAM INCOME

Program income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all grant funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on program income pending its disposition.

All program income shall be retained by the Grantee and shall be added to funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.

ARTICLE 27. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management and accounting system to assure that funds are spent in accordance with this Agreement and are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 28. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ARTICLE 29. COST UNDERRUNS

The Grantee must notify the Department in writing of any expected cost underruns or request for extension for completion of the project by **March 31, 2014**.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental Grantees, or their assignees, that **expend** \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports shall be due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

Non-profit Grantees, or their assignees, that **expend** \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133 and the State Single Audit Guidelines issued by the Department. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

For-profit Grantees, or their assignees, that **expend** \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$300,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

State Funded Awards:

NOTE: If an audit is required under OMB Circular A-133 as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental, Non-profit and For-Profit Grantees, or their assignees, that **expend** \$100,000 or more in a single year from awards which funding originated from State Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Submit To:

Send one copy of the Audit and Management Letter or the letter confirming that the audit requirements are not applicable to:

Chief Accountant
Wisconsin Department of Administration
Division of Administrative Services
101 East Wilson Street, P.O. Box 7869
Madison, Wisconsin 53707-7869.

ARTICLE 31. EXAMINATION OF RECORDS

The State shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State. The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting

documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee must maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 32. PERFORMANCE REPORTS

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized. Reporting dates are as follows: **September 30, December 31, March 31, June 30.**
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products to the program liaison.

ARTICLE 33. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 34. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence

ARTICLE 35. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 36. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 37. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

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RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2013
By Increasing PK09-001 "Harbor Dredging" in the Amount of \$55,400 With Outside Funding from a
Coastal Management Grant in the Amount of \$50,400 and a Wisconsin Waterways Grant in the
Amount of \$5,000 for a Net Change of \$0

WHEREAS, the City of Kenosha has been awarded a Coastal Management Grant relative
to harbor dredging and a Wisconsin Waterways Grant for the purchase of buoys; and

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on July 8, 2013 and the Finance Committee on July 15, 2013;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK09-001	Harbor Dredging (2013)	100,000	55,400	155,400
PK09-001	Harbor Dredging (2013) Outside Grant Funding	0	(55,400)	(55,400)

Adopted this _____ day of _____ 2013

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES13/cipPK09-001)



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
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ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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July 3, 2013

To: Michael Orth, Chairman
Park Commission

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

Cc: Eric Haugaard
District 1

G John Ruffolo
District 4

Keith Rosenburg
District 9

Carol Stancato

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

BACKGROUND INFORMATION

Staff has prepared the changes to the 2012 CORP Implementation spreadsheet for funding for the following items:

- Reallocating \$5,000 from the Peorio Park Playground and Ice Rick to the Anderson Bridge with Fishing Platform to allow for the design by SAA Design Group and allocation of design time by City staff.

RECOMMENDATION

Staff would recommend approval of the change request reducing the construction funding from Peorio Park Playground and Ice Rick by \$5,000 and increasing the design amount for the Anderson Bridge with Fishing Platform by \$5,000.

2012 Proposed Improvements

Revised 7-15-13

MINI PARKS				
Park	Description	Construction	Design	Total
Bain	Planter (utilized an existing planter in stock)	\$0	\$0	\$0
	Remove Pavers/base	\$1,500	\$150	\$1,650
Civic Center	Replace Pavers/Base (800 sq.ft.)	\$4,000	\$400	\$4,400
	Patch Concrete	\$2,500	\$250	\$2,750
Johnson Highlands	Drinking Fountain	\$2,485	\$0	\$2,485
Newman	Spring Riders (2)	\$1,600	\$0	\$1,600
Southwest Library	Spring Riders (2)	\$1,600	\$0	\$1,600
Union	Spring Riders (2)	\$1,600	\$0	\$1,600
	CORP	\$15,285	\$800	
MINI PARKS SUBTOTAL		\$15,285	\$800	\$16,085

NEIGHBORHOOD PARKS				
Park	Description	Construction	Design	Total
Baker	Trash Receptacles	\$800	\$0	\$800
	Field Improvement (West 1)	\$0	\$0	\$0
Forest	Relocate/Upgrade Play Equipment	\$0	\$0	\$0
Hobbs (Change Request #1)	Ice Skating Rink (frame system)	\$0	\$0	\$0
Isetts (Change Request #1)	Trail (614')	\$0	\$0	\$0
	Mid-block Crossing (30th Ave)	\$0	\$0	\$0
Limpert	Climber	\$1,500	\$0	\$1,500
Alford	Soccer Goals (2)	\$5,000	\$0	\$5,000
Schulte	Spring Riders (2)	\$1,600	\$0	\$1,600
Sunrise (Master Plan)	Phase 1: (Mass Grading, Paths, Basketball Court, Shelter, Playground Equipment, Utility Connections, and Landscaping)	\$507,053	\$50,705	\$557,758
	CORP	\$8,900		
	Master Plans	\$507,053		
	CORP and Master Plan Design		\$50,705	
NEIGHBORHOOD PARKS SUBTOTAL		\$515,953	\$50,705	\$566,658

COMMUNITY PARKS				
Park	Description	Construction	Design	Total
Alford	Bike Racks	\$475	\$0	\$475
	Bike Racks	\$923	\$0	\$923
Anderson	Bridge with Fishing Platform	\$60,000	\$11,000	\$71,000
	Pool Replacement	\$416,500	\$60,000	\$476,500
	Soccer Fields (3)	\$0	\$0	\$0
	Rugby Pitch	\$0	\$0	\$0
Kennedy (Change Request #1)	Backstop	\$0	\$0	\$0
	Playground Relocation	\$0	\$0	\$0
	Lawn Restoration	\$0	\$0	\$0
	Tree Identification Plaques (\$100 ea.)	\$1,000	\$0	\$1,000
Lincoln	Backstops for Field #3 and #4	\$7,900	\$0	\$7,900
	Skin Infields (Field #3 and #4) (With City Crews)	\$1,000	\$0	\$1,000
Nash	Play Structure (5-12)	\$38,093	\$0	\$38,093
Pennoyer	Bike Racks	\$1,500	\$0	\$1,500
	Drinking Fountains	\$2,230	\$0	\$2,230
Poerio (Change Request #1)	Expansion of Parking Lot (Sports Complex)	\$0	\$0	\$0
Southport	Bike Parking (3 racks)	\$1,419	\$0	\$1,419
	Bike Racks (5)	\$2,500	\$0	\$2,500
Washington	Bridge Replacement (East)	\$30,000	\$3,000	\$33,000
	Replace Stairs (with bridge replacement)	\$40,000	\$4,000	\$44,000
	Modular Climber (Tot Lot - Washington Rd)	\$5,000	\$0	\$5,000
Wolfenbuttel	Bike Racks (5)	\$1,275	\$0	\$1,275
Poerio (Change Request #1 April 30, 2012)	Peorio Park Playground and Ice Rink	\$188,490	\$17,249	\$205,739
	CORP	\$381,805	\$35,249	
	Anderson Pool	\$416,500	\$60,000	
COMMUNITY PARKS SUBTOTAL		\$798,305	\$95,249	\$893,554

CONSERVANCY PARKS				
Park	Description	Construction	Design	Total
NONE				
	CORP	\$0	\$0	
CONSERVANCY PARKS SUBTOTAL		\$0	\$0	\$0

SPECIAL USE PARKS				
Park	Description	Construction	Design	Total
Kenosha Sports Complex	Play Structure (Toddler)	\$24,775	\$0	\$24,775
Promenade/HarborWalk (HarborPark)	Irrigation (CIP)	\$12,000	\$1,200	\$13,200
	Bike Racks (2)	\$925	\$0	\$925
Veteran's Memorial	Lighting	\$6,000	\$600	\$6,600
Washington Park Municipal Golf Course	Ski Trail Groomer	\$20,000	\$0	\$20,000
	CORP	\$43,700	\$1,800	
	Washington Park Municipal Golf Course	\$20,000		
SPECIAL USE PARKS SUBTOTAL		\$63,700	\$1,800	\$65,500

2012 Proposed Improvements (Continued)

YEAR SUMMARY - CORP			
Park Type	Construction	Design	Total
Mini Parks	\$15,285	\$800	\$16,085
Neighborhood Parks	\$8,900	\$50,705	\$59,605
Community Parks	\$381,805	\$35,249	\$417,054
Conservancy Parks	\$0	\$0	\$0
Special Use Parks	\$43,700	\$1,800	\$45,500
TOTAL	\$449,690	\$88,554	\$538,244

Type	Construction	Design	Total
Sunrise Master Plan Construction	\$507,053	\$0	\$507,053
Anderson Pool	\$416,500	\$60,000	\$476,500
Washington Park Municipal Golf Course	\$20,000	\$0	\$20,000
TOTAL	\$943,553	\$60,000	\$1,003,553

2012 CIP PK-10-005	
Type	Budget FY 2012
CORP	\$449,690
Anderson Pool (PK-12-001)	-\$66,500
Strawberry Creek	
Sunrise	\$507,053
Petake	
Simmons Island	
Design / Engineering	\$88,554
TOTAL	\$978,797



4

ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

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July 3, 2013

To: Michael Orth, Chairman
Park Commission

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

Cc: Keith Rosenburg
District 9

Subject: *Approval of Task Order for Professional Services by SAA Design Group, Inc. for the by Anderson Fishing Pier*

BACKGROUND INFORMATION

The Kenosha Park Division has received a task order to complete the design plans and specifications for the Anderson Park Bridge and Fishing Platform.

The Kenosha Capital Improvement Program includes the design costs for completing the plans and specs for the Bridge and Fishing platform (staff is also requesting a change request to move design funding for this project).

The funds are allocated under the 2012 CIP Line Item PK-11-001 Comprehensive Outdoor Recreation Plan and Master Plan Implementation.

RECOMMENDATION

Approve Task Order #13-3 between the Department of Public Works - Park Division and SAA Design Group for Anderson Park Fishing Pier for \$7,000 to include their quote of \$6,565 with contingency of \$435.

Anderson Park Fishing Pier

TASK ORDER #A13-R - SCOPE OF SERVICES

Tasks to be completed:

1. Site Survey and Basemap Compilation
SAA will acquire and assemble site survey and infrastructure drawings to be provided by the city. It is recommended that the project area include subsurface soundings for the area in which the proposed pier will be located. All existing topographic information to be analyzed at a one foot contour level. All existing storm sewer, water service, electrical service, and sanitary sewer information must be provided in the detailed topographic survey provided to SAA.
2. Meeting #1: Design Program and Coordination
SAA will attend one meeting with city staff to coordinate limits of construction (fishing pier, connecting path, and other site improvements), design parameters, constraints, and permitting requirements.
3. Preliminary Design
SAA will prepare design intent drawings to include site grading, pier design, and site layout for the proposed facilities.
4. Meeting #2: Design Review (conference call)
SAA will attend one meeting with city staff to review preliminary drawings. Digital copies (pdf) of the plans will be submitted to the city for review one week prior.
5. Prepare Cost Estimate
SAA will assemble a detailed estimate of probable construction costs based upon the final design intent documents. The projected costs will assume a public bid scenario. Final costs will be substantially less if the project is implemented by city crews.
6. Final Design Revisions
SAA will revise the final design intent documents based upon the feedback from city staff. Drawings will not be used for public bidding and will not include specifications other than for the fishing pier structure.
7. Permitting
No permitting is included in this scope.

Deliverables:

Final project deliverables will include the following:

- One (1) 17x17 inch preliminary plan set for the review meeting (Meeting #2)
- One (1) 8.5x11 inch final estimate of probable construction costs
- One (1) CD/DVD containing final copy-ready design documents and estimate of probable construction costs (native format and PDF)

Schedule:

SAA is prepared to begin work on the project on or about June 1, 2013 and will complete the project by Aug. 1, 2013.

Fee:

In consideration of the preceding scope of services, SAA proposes a fixed fee, including expenses of \$6,565.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

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July 5, 2013

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: *Recreational Water Quality Along Kenosha County's Fresh Coast – GLRI Beach Sanitary Survey Project Data Report 2010-2012*

BACKGROUND INFORMATION

In September 2012, staff made the Park Commission and Stormwater Utility Committee aware that staff has been working with Julie Kinzelman, with the City of Racine, in testing the water quality of our beaches. Julie received a GLRI grant to conduct Beach Sanitary Surveys and is nearing the completion of her studies. However, during her analysis she completed concept plans for some beaches located along the Lake Michigan shoreline throughout the state of Wisconsin. With these concept plans and data she reapplied for a GLRI grant to complete the design drawing, specifications and construction of some beaches along the shoreline. Part of her proposal included two beaches within the City of Kenosha which were Simmon's Island and Eichleman beaches.

Julie's mission of the grant is the "Implementation of Beach Redesigns to Make Southern Wisconsin Beaches Safer" is a compilation of best management practices and beach redesign elements targeted (via the sanitary survey data) towards water quality improvements at beaches throughout WI. The southern WI project will include bid ready construction plans, implementation dollars to each of three SE WI communities (~\$80,000 per beach; Racine: Sam Meyers Park, South Milwaukee: Grant Park and Kenosha: Simmons Island and Eichelman), as well as post-implementation monitoring."

Staff will be continuing to work with Julie throughout the planning stages and will be presenting informational items as soon as we have developed concepts that meet the requirements of the GLRI grant. However, Julie's report has been made available to you via your alderman page.

RECOMMENDATION

Staff recommends Receive and File

July 5, 2013

TO: Michael M. Lemens, P.E.
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 – Continuing. (Citywide)

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) – Plans will be completed as defined in the agreement with the Coastal Management Grant. [Enberg Anderson] (12)

Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant) –Punchlist items will be completed pending schedule being submitted. [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 –Completed waiting on Contractor's Submittal. [Scherrer] (9)

Project #12-1423 Sunrise Park Trail (DNR Stewardship Grant) / #12-1427 Sunrise Park Master Plan Implementation Completed waiting for Contractors submittal for closeout. [BCF] (5)

Project #12-1420 Shagbark Trail (DNR Stewardship Grant) – Construction has begun. [Western Contractors] (10)

Project #12-1424 Southport Park Trail (DNR Stewardship Grant) –Currently being designed [SAA Design Group] (12)

Project Museum Fountain – A few minor repairs being made. [Badger Pools] (2)

Project #12-1430 Alford Park Warehouse Demolition – [Earth Construction] Restoration (1).

Project #12-1421- Simmons Island Phase I and Boardwalk [SAA Design Group] Plans and specifications are being completed (DNR Stewardship Grant) (2)

Project #12-1432 - Peorio Park Trail [SAA Design Group] Project was bid however no submittals will be rebidding in fall (DNR Stewardship Grant) (1 and 4)

Project #13-1413 - Petzke Park Phase II [SAA Design Group] Plans and specifications are being developed for Phase II of Petzke Park (1)

Project #13-1414 - Washington Park Velodrome [SAA Design Group] Plans and specifications for the Velodrome. (6)

Project #13-1412 - Simmons Field – Bids have been received awarded to Camosy Construction. PreConstruction meeting is scheduled for week of July 15.

Project 13-1419 – Anderson Fishing Pier – Pending Parks Approval for Task Order [SAA Design Group]

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 working on 2013 projects.