

**AGENDA**  
**BOARD OF PARK COMMISSIONERS**  
**Kenosha Municipal Building - Room 204**  
**Monday, July 29, 2013 - 5:00 pm**

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

**Call to Order**  
**Roll Call**

Approval of the minutes of the meeting held on July 8, 2013.

1. Award of Professional Service Contract for Project 13-1421 Emerald Ash Borer Treatment Phase II to Trugreen, Inc. (*Lake Forest, IL*) in the amount of \$14,159.75. (*All Districts*)
2. Approval of Contract for Professional Services with US Heritage for the Southport Beach House. (*District 12*)
3. Approval of Contract for Professional Services with Engberg Anderson for the Southport Beach House. (*District 12*).
4. Approval of Request for Conveyance of Easement Rights to Carthage College for Installation of Fiber Network Extension Across Alford Park and Alford Park Drive. (*Also referred to Public Works*)
5. Approval of Playground Theme for Simmons Island. (*District 2*)
6. Approve Request from the World Skydiving Center for parachute landing at Alford Park. (*District 1*)
7. Change Requests.

**INFORMATIONAL ITEMS:**

1. Project Status Report
2. Website Presentation

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

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

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

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

A meeting of the Board of Parks Commissioners was held on Monday, July 8, 2013 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:48 pm by Chairman Orth.

At roll call, the following members were present: Commissioners Schwartz, LaMacchia, Kennedy, and Mathewson. Chairman Orth left the meeting during discussion item #1. Staff members in attendance were Michael Lemens, Director of Public Works; Shelly Billingsley, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Dan Miskins, Alderperson Eric Haugaard, Alderperson David Bogdala, Alderperson Curt Wilson and Alderperson G. John Ruffolo.

It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve the minutes from the meeting held on Monday, June 24, 2013. Motion carried unanimously.

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.  
Staff/Alderperson: Shelly Billingsley spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve.  
Motion carried unanimously.
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)*  
Staff/Alderperson: Shelly Billingsley spoke.  
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia, to approve.  
Motion carried unanimously.
3. Change Requests.  
Staff/Alderperson: Shelly Billingsley spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve.  
Motion carried unanimously.
4. Approval of Task Order for Professional Services by SAA Design Group, Inc., for the by Anderson Park Fishing Pier. (District 9)  
Staff/Alderperson: Shelly Billingsley spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve.  
Motion carried unanimously.
5. Recreational Water Quality along Kenosha County's Fresh Coast – GLRI Beach Sanitary Survey Project Data Report, 2010 – 2012. (Backup on Alderman web page)  
Staff/Alderperson: Shelly Billingsley spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve.  
Motion carried unanimously.

#### INFORMATIONAL ITEMS:

1. Gate at Simmons Island – Chairman Orth would like a policy on it. He wants a draft policy put together by the next meeting. Jeff Warnock answered questions. Alderperson Bogdala commented on the authorization of the gate being put up and also recommends a policy be put together but for all parks not just Simmons, and for authority of installation of posts. It was moved by Commissioner Kennedy, seconded by Commissioner Mathewson to open up to a public hearing. Kenneth Rice, John Fox, and Tom Riley spoke. Commissioner Mathewson made a comment on how he disagrees on parks closing. Commissioner Schwartz notified the Committee that before the gate barricades were being used. Because they could be moved, so putting up a gate was a solution.
2. Project Status Report – Shelly Billingsley spoke.

SUPERINTENDENT COMMENTS: Jeff Warnock commented on the July 4<sup>th</sup> event and parking.

DIRECTOR COMMENTS: Michael Lemens acknowledged the Parks Division and the Police Department for a job well done and said the July 4<sup>th</sup> event was a success for interdepartmental cooperation.

CITIZEN COMMENTS: Alderperson Haugaard commented on the history of the Kennedy Park gate issue and policy. Kenneth Rice asked why we're restricting Kennedy Drive? Tom Riley suggested to either enforce or get rid of the gate at Simmons Island. John Fox thinks Kennedy Drive should be closed at 10pm. He congratulated the City on the carnival and July 4<sup>th</sup> event. Alderperson Ruffolo suggested that Kennedy Drive should be addressed like all roads are. We should treat all parks the same and close at 10pm. Alderperson Bogdala commented that all parks need to be closed at the same time and treated equally and fair.

COMMISSIONER COMMENTS: Commissioner LaMacchia let Jeff Warnock know that the splash pad at the Marina is slippery. Jeff commented that the Parks Division has purchased material to improve the condition. Commissioner Kennedy commented on a fantastic job for the July 4<sup>th</sup> Event, the police department did a well job, and how the fireworks and carnival was a positive outcome. He also commented on the Kennedy Drive and Simmons Island. Commissioner Mathewson would like a discussion item on the next Parks Agenda regarding Kennedy Drive closing hours.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 6:36 pm.



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR.  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

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

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July 22, 2013

To: Michael J. Orth, Chairman,  
Park Commission

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

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

**BACKGROUND INFORMATION**

The City of Kenosha Public Works – Park Division has received five proposals to complete the Emerald Ash Borer Treatment Phase II. Staff has reviewed the proposals and is recommending that the contract be awarded to Trugreen, Inc. (Lake Forest, Illinois), based on their references, experience and standard quote rates.

Contractor	Proposal Amount
Trugreen, Inc., Lake Forest, Illinois	\$12,872.50
Affordable Tree Care, Sturtevant, Wisconsin	\$13,522.90
Trees "R" Us, Inc., Wauconda, Illinois	\$14,242.15
Arbor Image, Burlington, Wisconsin	\$15,918.50
Kenosha Grounds Care, Pleasant Prairie, Wisconsin	\$18,960.00

The Emerald Ash Borer Treatment Phase II contract includes approximately 400 trees.

**RECOMMENDATION**

Approve the Agreement between the City of Kenosha and Trugreen, Inc. for \$14,159.75 to include their quote of \$12,872.50 with \$1,287.25 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP Line Item PK-93-004.

SAB/kjb

**2013 CONTRACT FOR EMERALD ASH BORER TREATMENT**

**By And Between**

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

**And**

**TRUGREEN, INC.  
a Delaware Corporation**

**TOTAL CONTRACT AWARD NOT TO EXCEED \$14,159.75**

**CONTRACT AMOUNT: \$12,872.50**

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA: NOT TO EXCEED \$1,287.25**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as “**CITY**”, and **TRUGREEN, INC.** a Delaware corporation, with its primary location at 28557 N. Ballard Dr., Lake Forest, IL 60045, hereinafter referred to as “**CONTRACTOR**”.

**WITNESSETH:**

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

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

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

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

**1. DEFINITIONS.**

- a. “CONTRACT”** means this executed Contract to treat ash trees for Emerald Ash Borers. The

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

b. **“CONTRACTOR”** shall mean TRUGREEN, INC. and any subcontractors approved by the **CITY**.

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

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

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

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

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

2. **WORK TO BE PERFORMED BY CONTRACTOR.** The **CONTRACTOR**, for the sum of Twelve Thousand Eight Hundred Seventy-Two Dollars and 50/100 (\$12,872.50), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional One Thousand Two Hundred Eighty-Seven Dollars and 25/100 (\$1,287.25). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the treatment of ash trees in accordance with the Specifications and Special Conditions in “Contract Specifications and Special Conditions” which are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.

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

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

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

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

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

a. Respecting the Work, until completion and acceptance, or September 30, 2013, whichever is earlier.

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

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

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

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

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

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES OTHER THAN SPECIFIED IN THE CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work and will assure professional quality of Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court Order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly

provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

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

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

19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER**, can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action to remedy such deficiencies or defects at the **CONTRACTOR'S** cost and expense. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the Work site.
22. **UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
23. **CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.
24. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Public Works.
25. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred

Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.

26. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all part of the Work or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
27. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
28. **SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

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

29. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following.
- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work; delay in the completion of the Work; failure to take safety precautions; setoffs authorized by this

Contract; or for any other primary liability of the **CONTRACTOR** which the **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

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

**30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT**

**COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

**31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.**

The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER** and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are exempt from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

**32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

**33. INSURANCE.** **CONTRACTOR** shall procure and maintain, during this Contract, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the **PREMISES**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. **CONTRACTOR** shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as an "additional insured", and proof of payment of premium to the City Clerk/Treasurer for approval. **CONTRACTOR** shall also provide a copy of the "additional insured" endorsement.

The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or **CONTRACTOR** fails to maintain insurance coverage, **CITY** may declare this Contract null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Contract. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to **CONTRACTOR**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **CONTRACTOR** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **CONTRACTOR** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Contract. Should **CONTRACTOR** fail to furnish, deliver and maintain such insurance coverage, **CITY** may, but is not required to, obtain such insurance coverage and charge **CONTRACTOR** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **CONTRACTOR** to take out and/or maintain the required insurance shall not relieve **CONTRACTOR** from any liability under this Contract. The insurance requirement shall not be construed to conflict with the obligations of **CONTRACTOR** in Section 32 of this Contract. **CONTRACTOR** shall maintain during the course of this Contract insurance with limits as follows:

**a. Commercial General Liability**

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

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

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

**c. Umbrella Policy**

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

**d. Worker's Compensation: Statutory Limits**

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

**e. Pollution/Environmental Liability**

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

34. **COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.
35. **SEVERABILITY.** It is mutually agreed that in case any provisions of this Contract is determined by a court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
36. **NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
37. **NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
38. **FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
39. **NOTICES.** Any notice required to be given to any party to this Contract shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY**:

City Clerk/Treasurer,  
Municipal Building, Room 105,  
625 - 52nd Street,  
Kenosha, Wisconsin 53140

with copies to:

City Attorney  
Municipal Building, Room 201  
625 - 52nd Street  
Kenosha, Wisconsin 53140

and

Director of Public Works  
Municipal Building, Room 305  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

If to:

TruGreen, Inc.  
28557 N. Ballard Drive  
Lake Forest, Illinois 60045

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

*Signatures on the following pages*

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

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

BY: \_\_\_\_\_  
MICHAEL M. LEMENS, Director  
Department of Public Works

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DIRK NELSON, City Forester

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 MICHAEL M. LEMENS, Director of Public Works, and DIRK NELSON, City Forester, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Director of Public Works and City Forester of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

**TRUGREEN, INC.**  
**A Delaware Corporation**

BY: \_\_\_\_\_  
JARED MARSH, BDR

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
                                  :SS.  
LAKE COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, **JARED MARSH, BDR of TRUGREEN, INC.** a Delaware corporation, to me known to be such person of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

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

Drafted By:  
WILLIAM K. RICHARDSON  
Assistant City Attorney



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

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

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

July 26, 2013

To: Michael Orth, Chairman  
Park Commission

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

Cc: Steve Bostrom  
District 12

Subject: *Approval of Contract for Professional Services with US Heritage Group for the Southport Beach House*

**BACKGROUND INFORMATION**

The Kenosha Park Division has received a proposal to complete a more detailed evaluation for the Southport Beach House which shall include the following:

- Mortar Sample Collection and Analysis
- Brick Removal test panel for condition assessment and engineering evaluation
- Masonry Paint / Coating Removal Evaluation

The Kenosha Capital Improvement Program includes costs for moving ahead with building restoration and this information will be important for determining the extent of restoration of the exterior of the building.

The funds are allocated under the CIP Line Item PK-13-002 Southport Park Improvements.

**RECOMMENDATION**

Approve the contract between the Department of Public Works - Park Division and US Heritage Group, Inc. for \$14,500 to include their proposal for \$13,424 with \$1,076 of contingency.



U.S. Heritage Group, Inc.  
3516 North Kostner Street, Chicago, IL 60641  
Ph. 773/ 286.2100 Fx. 773/ 286.1852  
www.usheritage.com

July 9, 2013

**Michael Lemens**  
Public Works Director  
City of Kenosha  
625 52<sup>nd</sup> St  
Kenosha, Wisconsin 53140  
262-653-4050  
262-653-4056

**Re: Consulting Services for Southport Beach House, 7825 First Avenue at Southport Park,  
Kenosha, Wi**

Dear Mr. Lemens:

U.S. Heritage Group, Inc. (USHG) is pleased to be considered for contribution to the Engberg Anderson Architects team on the restoration of the Southport Beach House located in Kenosha, Wi. Based on their request and follow-up communication U.S. Heritage Group (USHG) submits the following proposal for your consideration. Our understanding is that you requested a proposal that includes:

- mortar sample collection and analysis
- brick removal test panel for condition assessment and engineering evaluation
- masonry paint/coating removal evaluation

Please contact me directly with any needs you may have in relation to our proposal.

Sincerely,

Matthew K. Engelmann  
Director of Sales and Marketing

cc: File

## CONSULTING SERVICES STATEMENT OF WORK

### Scope of Services

USHG proposes to execute the following services:

#### A. Mortar Analysis:

1. Mortar samples will be collected, and analyzed by USHG. A **Package B: Mortar Matching Analysis/Custom Blending** will be executed to determine the following:
  - a. Composition (proportions of lime, sand, and Portland cement).
  - b. Aggregate (sand gradation and color).
  - c. *IF the original mortar is found to be ill-suited for the building, USHG will provide justification and a formulation for a proposed replacement mortar mix.*
  - d. Package includes a detailed report of our findings and a 10-pound custom mortar.
  - e. One sample is included with this proposal.

**Total Cost for item A.1. is \$1145**

**Approve item A.1:**

by: \_\_\_\_\_ Date \_\_\_\_\_

#### B. Brick Removal Test Panel & Condition Assessment:

1. Remove and re-install outer 1 wythe of bricks in a 4 foot by 4 foot test panel area using minimally damaging techniques so that the condition of the building envelope can be evaluated by Engberg Anderson, Inc.
  - a. Removal and re-installation to be executed same day with 1 hour evaluation time window mid-day.
  - b. Test location at ground level to be selected, and marked by others in advance of brick removal. Images of location selection to be emailed to USHG in advance of brick removal
  - c. Scaffolding installation is not included in this proposal and will be billed additional at time and materials as needed based on location selection.
  - d. Shoring installation is not included in this proposal and will be billed additional at time and materials as needed based on location selection.
  - e. Salvaged bricks for re-installation to be provided by city on-site in advance of re-installation.
  - f. Mortar to be provided by USHG based on results of mortar analysis.

**Total Cost for item B.1. is \$4533.40**

**Approve item B. 1:**

by: \_\_\_\_\_ Date \_\_\_\_\_

2. **OPTIONAL** Deliver condition assessment report of findings and recommendations for façade and building envelope brick restoration based on brick removal test panel

**Total Cost for item B.2. is \$1950**

**Approve item B.2:**

by: \_\_\_\_\_ Date \_\_\_\_\_

#### C. Masonry paint/coating removal evaluation

1. Execute one (1) cleaning trial that isolate several individual exposure windows within test panel to test alternative means, methods & materials including:
  - products
  - preparation techniques
  - application techniques
  - agitation techniques
  - dwell times
  - rinse water pressure
  - rinse water temperature
  - nozzle distance from the surface
    - a. Test panel location at ground level to be selected, and marked by others in advance of cleaning trial. Images of location selection to be emailed to USHG in advance of cleaning trial.
    - b. Scaffolding installation is not included in this proposal and will be billed additional at time and materials as needed based on test panel location selection.
    - c. *IMPORTANT NOTE: Cleaning samples can only be executed when surface temperatures exceed 50 degrees and rising. Low temperatures skew dramatically dwell times and product effectiveness.*

Establish cleaning control samples. The approved cleaning sample will become the control sample contractors must meet.

Deliver report of masonry cleaning evaluation detailing each test sample, results, and a recommended approach for building envelope brick cleaning based on brick cleaning test panel.

**Total Cost for item C is \$5795.40**

**Approve item C:**

by: \_\_\_\_\_ Date \_\_\_\_\_

### Compensation for Services

1. USHG's lump sum fee to accomplish the tasks/ testing as detailed above is **the sum of all approved items above**
2. Items in addition to those listed above **included** in this fee are as follows:
  - a. Electronic copies of testing and field reports.
3. Items **not included** in the above fee are detailed below.
  - a. Postage.
  - b. Reproduction Costs.

### Contract for Services

1. This document will serve as the contract for the work described above.
2. Standard new project start dates are scheduled a minimum of two weeks after receipt of signed proposal and retainer. Actual execution date is subject to change per owner, client or weather conditions
3. Payment Terms
  - a. USHG will invoice for work upon completion for approved items included in the the lump sum fee amount and reimbursable expenses.
  - b. Payments are due and payable (30) thirty days from the date of the USHG invoice. Amounts unpaid (30) thirty days after the invoice date shall bear interest at the rate of 18% annually.
  - c. A retainer equal to **50%** of the lump sum fee as defined in Compensation for Services Item 1 is due at contract signing and will be credited to the final invoice.

**If the above is agreeable to you, please sign below in the space indicated; return a copy, and we will proceed immediately with scheduling our efforts on the proposed work.**

---

**Michael Lemens**  
Public Works Director  
City of Kenosha

*Date*

Please call me or Matt Engelmann directly with any clarifications or questions regarding our comments at 773/286.2100.

Sincerely,



Mario Machnicki  
Co-Founder

cc: File



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
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ROCKY BEDNAR  
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**DEPARTMENT OF PUBLIC WORKS**  
MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
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EMAIL PUBLICWORKS@KENOSHA.ORG

July 26, 2013

To: Michael Orth, Chairman  
Park Commission

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

Cc: Steve Bostrom  
District 12

Subject: *Approval of Contract for Professional Services with Enberg Anderson for the Southport Beach House*

**BACKGROUND INFORMATION**

The Kenosha Park Division has received a proposal to complete additional services for the Southport Beach house. The original proposal included developing construction specifications and plans under the Coastal Management Grant for the following:

- Repair and Reconstruction of the North Parapet Wall
- Emergency Exit Door in the North Courtyard
- Repair of Miscellaneous Brick Areas over Door Walkways and the south doorway to the courtyard
- Tuck Pointing

Upon the recommendation of the Southport Master Plan this project was put on hold pending the outcome and adoption of the plan. With the changes put forth in the Master Plan we requested additional services for Enberg Anderson which would include developing plans and specifications for the following:

- Window Replacement
- Phased Building Plans for Construction as outlined in the Master Plan
- Investigation and Evaluation of the cracking in brick masonry (with aid of US Heritage Group)
- Investigation of condition of inner withes of masonry (with aid of US Heritage Group)

The funds are allocated under the CIP Line Item PK-13-002 Southport Park Improvements.

**RECOMMENDATION**

Approve the contract between the Department of Public Works - Park Division and Enberg Anderson for \$31,500 to include their proposal for \$28,870 with \$2,630 of contingency. Staff will bring yearly extensions back to Park Commission for approval at approximately \$12,000 per year including contingency.



**Katie Whaples**  
Civil Engineer  
City of Kenosha DPW  
635 52<sup>nd</sup> Street  
Kenosha, WI 53140

July 17, 2013

**Re** First Phase of Bidding / Construction, and Additional Service Request  
Historical Restoration  
Southport Beach House  
Engberg Anderson Project No. 112170  
EA File Name: P:\2011 2082\112170 Southport Beach House\1-Project Administration\1-Contracts & Fees\1-Client\2170-00 Southport Beach House\First Phase Work And Add Service 2013-07-17.Doc

**Dear Ms. Whaples,**

Thank you for the opportunity to continue the work we started on the Southport Beach House Restoration project, and to provide a cost proposal for additional services related to the addition of window replacement and phased bidding / construction to the original scope.

The original tasks outlined in the RFP dated October 12, 2011 are:

**Task 1:** Reconstruct the North Parapet Wall

**Task 2:** Install an Emergency Exit Door in the North Courtyard

**Task 3:** Repair Miscellaneous Brick Areas over Door Walkways at south doorway going into the courtyard.

**Task 4:** Tuck Pointing the Historical Building

Included in the scope of services is the preparation of an estimate of probable costs of each of the tasks.

**Additional Work Requested by City**

The following is our understanding of the additional scope requested by the City (we have assigned sequential task numbers):

**Task 5: Window Replacement**

Our understanding is that the City wishes to replace some, and possible all of the existing windows during the long-term course of the restoration and redevelopment project. The first priority is to replace the large casement windows on the east elevation. Our assumption is that the SHPO will accept replacement of the east windows because they are not original, as long as the proposed replacement windows are historically appropriate. Because some of the existing windows elsewhere in the building are original, we will coordinate with SHPO to determine if replacement of original windows due to their

MILWAUKEE MADISON TUCSON  
Engberg Anderson, Inc.  
320 East Buffalo Street, Suite 500  
Milwaukee, Wisconsin 53202  
Ph 414 944 9000 Fx 414 944 9100  
[www.engberganderson.com](http://www.engberganderson.com)

poor condition is acceptable or if they will advocate that these windows be refurbished and possibly fitted with interior storm units to improve thermal performance.

The City's goals for the replacement windows are:

- Historically appropriate and acceptable to Historic Preservation authorities.
- Improved thermal performance.
- Explore options for impact resistant glazing.

We propose the following additional services:

- Investigate existing original window (above west entrance door or at lower level on east side) so that appearance and profile of replacement windows can be specified appropriately.
- Review potential replacement window products and options with City.
- Investigate condition of existing original windows and coordinate with SHPO to determine if replacement is acceptable due to condition of existing.
- Investigate condition and configuration of surrounding construction at each existing window opening.
- Develop construction details and specifications.

#### **Task 6: Phased Bidding and Construction**

The work outlined in the original RFP, as well as all additional work, will be broken into multiple phases / contracts to be bid and awarded over several years rather than being completed during a single year.

- The construction documents will be developed as a single set that covers all of the work, and a portion of the overall scope will be selected and identified for each phase / contract.
- Bidding: Prior to bidding each future phase of work, minor adjustments to the technical portions of the documents are anticipated, and an updated front end will be required.
- The first phase of work will be bid during 2013 and constructed as weather permits during 2013 and 2014. This phase will focus on masonry and window work on the east elevation, and will potentially include the north courtyard exit door and masonry stabilization.

We propose the following additional services:

- In order to facilitate phased bidding and construction, prior to each bidding period, the drawings and the front end of the specifications will be updated to reflect the scope of each subsequent bid package.
- Bidding and Negotiation and Construction Administration work will be repeated for each bid package / contract during future years.
- Each phase includes one site visit during bidding for a pre-bid meeting, one preconstruction meeting on site, and five site visits for construction observation.

**Recommended Additional Scope**

As a result of the building investigation work to-date, we also recommend the following additional work based on conditions that are identified on the scope drawings included with the Construction Budget Estimate:

**Task 7: Investigation of cracks in masonry**

There are several stepped cracks in separate areas of brick. We recommend installing crack gauges and engaging the services of a structural engineer to review readings and investigate the cause of the cracking so that any remedial work can be done as part of the pending restoration work.

We propose the following additional services:

- Structural investigation of cracking in brick masonry including two site visits.
- Recommend crack remediation design options to City.
- Develop detail drawing for bid documents.

**Task 8: Investigation of condition of inner wythes of masonry.**

There are several areas of brick construction that are severely deteriorated and require replacement of, at least, the outer wythe of bricks. We recommend that the City engages a masonry restoration contractor at additional costs to dismantle test areas of deteriorated brick to determine if it is feasible to remove and replace only the outer wythe of brick or if it will be necessary to dismantle all three wythes of brick and fully reconstruct severely damaged portions of the walls. We also recommend that the design team's structural engineer review the condition of the backup construction to determine the soundness of the construction.

We propose the following additional services:

- Investigation of brick deterioration and coordination of material testing.
- Coordination with masonry restoration contractor for location of exploratory openings in masonry to facilitate examination of backup wythes.
- Repair recommendation and detailing.
- Two site visits (one during investigation and one during repair work).

**Proposed Schedule for year 2013:**

Investigation and Documentation & Design Development	July
Construction Documents	August
Jurisdictional Review	September
Bidding/Negotiation/Award	October - November
Construction Administration Start	December

Proposed Fees:

		Investigation & Documentation Phase	Design Development Phase	Construction Document Phase	Bidding Phase	Construction Administration Phase	Totals By Task
Task 1	Reconstruct North Parapet Wall	\$1,400	\$1,070	\$2,900	\$300	\$1,200	\$6,870
Task 2	Emergency Exit Door	\$600	\$800	\$1,740	\$200	\$600	\$3,940
Task 3	Masonry Repairs at Doorway	\$600	\$1,250	\$2,500	\$200	\$600	\$5,150
Task 4	Tuck Pointing	\$4,480	\$3,390	\$7,500	\$700	\$2,700	\$18,770
	<b>Totals By Phase *</b>	<b>\$7,080</b>	<b>\$6,510</b>	<b>\$14,640</b>	<b>\$1,400</b>	<b>\$5,100</b>	
	<b>Total Tasks 1-4</b>						<b>\$34,730</b>
<b>2013 - 2014 Additional Services</b>							
Task 5	Window Replacement	\$6,200	\$2,100	\$5,500	\$550	\$4,400	\$18,750
Task 7	Crack Investigation / Remediation	\$1,430	\$550	\$990	\$220	\$990	\$4,180
Task 8	Damaged Brick Investigation **	\$2,200	\$500	\$1,040	\$220	\$1,980	\$5,940
	<b>Totals By Phase</b>	<b>\$9,830</b>	<b>\$3,150</b>	<b>\$7,530</b>	<b>\$990</b>	<b>\$7,370</b>	
	<b>Total Task 5, 7, 8</b>						<b>\$28,870</b>
	<b>Project Total</b>						<b>\$63,600</b>

\* Note that our services for Tasks 1 through 4 have been completed and invoiced through approximately 30% of the Construction Document Phase.

\*\* Includes Design Team structural engineering only. City must separately engage masonry restoration contractor to perform test demolition and reconstruction.

**Additional Services for Phases of Work Subsequent to 2013-2014 Project 1**

- Our understanding is that Roof and Chimney work will occur in 2015, and is not currently included in our scope of services
- The following fee schedule is based on four additional phases of work after 2015.

		Investigation & Documentation Phase	Design Development Phase	Construction Document Phase	Bidding Phase	Construction Administration Phase	Totals By Task
Task 6a	Phased Construction 2 - 2015	\$0	\$0	\$3,140	\$2,260	\$5,780	\$11,180
Task 6b	Phased Construction 3 - 2016	\$0	\$0	\$3,140	\$2,260	\$5,780	\$11,180
Task 6c	Phased Construction 4 - 2017	\$0	\$0	\$3,140	\$2,260	\$5,780	\$11,180
Task 6d	Phased Construction 4 - 2018	\$0	\$0	\$3,140	\$2,260	\$5,780	\$11,180
	<b>Totals By Phase</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,560</b>	<b>\$9,040</b>	<b>\$23,120</b>	
	<b>Total for four additional phases</b>						<b>\$44,720</b>

**Insurance**

Engberg Anderson provides the following insurance coverage within the fee proposed:

Comprehensive General Liability	\$1,000,000 occurrence / \$2,000,000 aggregate
Automobile Liability	\$1,000,000 occurrence / aggregate
Worker's Compensation	Statutory / Employers Liability
Excess Liability	\$5,000,000 occurrence / aggregate
Professional Liability	\$2,000,000 occurrence / aggregate

The following is a partial list of items which are not included in this fee proposal:

- Lift for detailed inspection
- Environmental testing or remediation
- Site surveys
- Soil testing
- Civil engineering
- Structural load testing
- Material testing including mortar, brick, paint, etc.
- Installation of movement gages in masonry construction.
- Masonry work including cleaning, deconstruction, removals, exploratory openings, and reconstruction.

July 17, 2013

- Assessments of and designs for the restoration of additional existing construction, including but not limited to: Metal and slate roofing, chimney flues, internal structural systems, ADA access and compliance, mechanical/electrical/plumbing systems, and life safety systems.
- Measured floor plans and elevations.
- As-built drawings.
- Rendering and models.
- Production of fund raising materials.

Thank you again for this opportunity to be of service to the City of Kenosha. Please let us know if our understanding of the intent of the project is correct, and if the proposed fees for the additional scope are acceptable.

Sincerely,



**Daniel Kabara**  
Senior Associate

DJK/djk

Copied Mark Ernst  
Jim Brown



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT  
FLEET MAINTENANCE  
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WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

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

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

July 26, 2013

To: Eric Haugaard, Chairman  
Public Works Committee

Michael Orth, Chairman  
Parks Commission

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

Subject: ***Approval of Request for Conveyance of Easement Rights to Carthage College  
For Installation of Fiber Network Extension Across Alford Park and Alford Park Drive***

**BACKGROUND/ANALYSIS**

To accommodate an extension of their fiber network, Cathage College is requesting an easement for the installation of fiber cable across a portion of Alford Park and Alford Park Drive. A sketch of the easement location and path of the fiber is attached. The installation will be by directional boring, so very little surface disturbance will be required, and very little restoration will be necessary.

**RECOMMENDATION**

Approve the request for conveyance of rights to Carthage subject to preparation of the necessary easement document by the City Attorney's office, and recommend to the Common Council that the Mayor and City Clerk be authorized to execute the necessary documents upon completion.

MML

Exhibit B

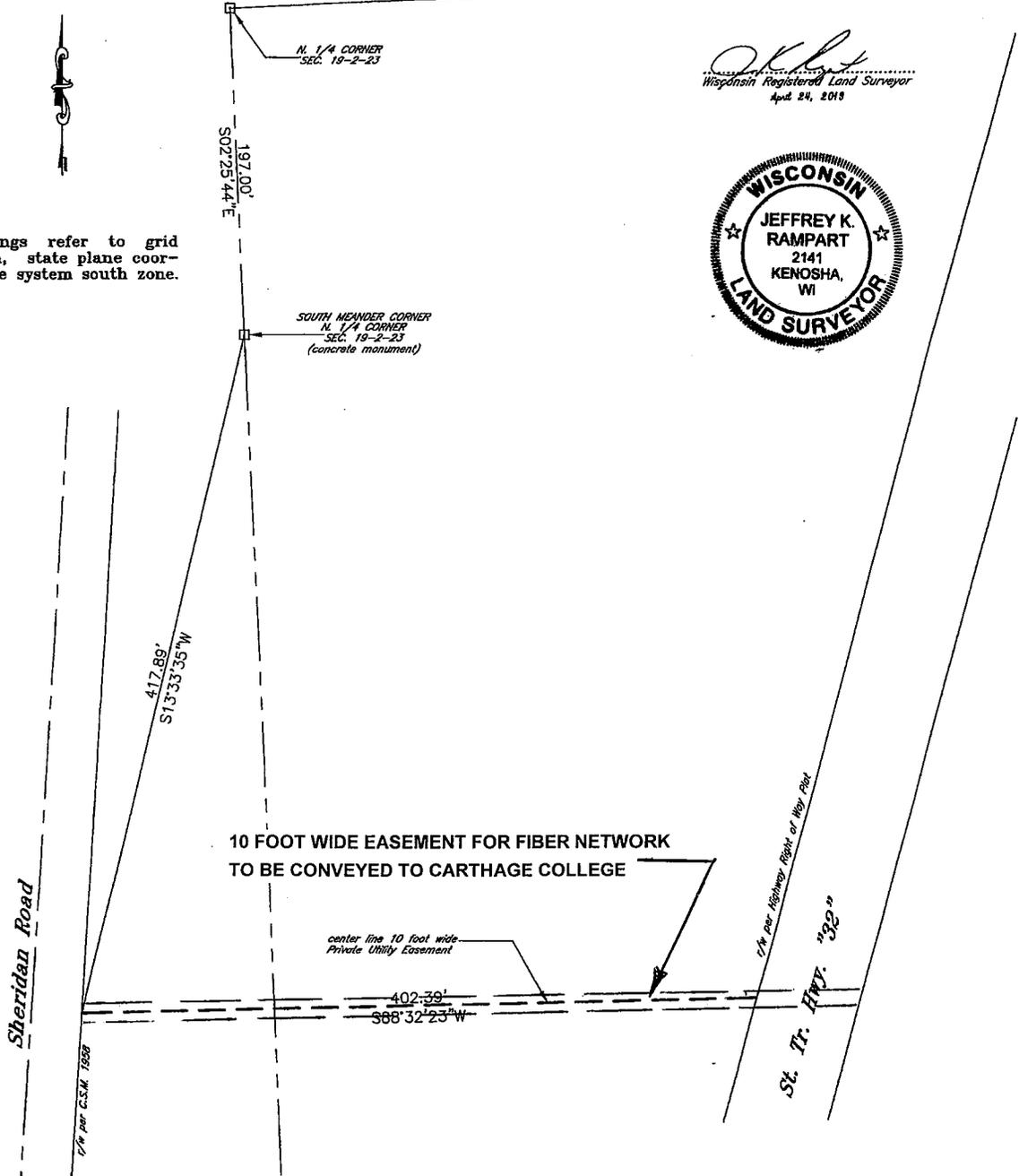
- surveyed, mapped & prepared by -  
 J.K.R. SURVEYING, INC. 8121 22nd Avenue  
 KENOSHA, WI 53143  
 ph 262-652-8110 Fax 262-652-9695

Scale  
 1" = 60'



Bearings refer to grid north, state plane coordinate system south zone.

*JKR*  
 Wisconsin Registered Land Surveyor  
 April 24, 2018



*Plat of Survey for Proposed Easement*  
 PART OF TAX KEY NO: 10-223-19-127-002  
 in N1/2 Section 19-2-23  
 CITY OF KENOSHA  
 KENOSHA COUNTY, WIS.  
 -for-  
 Northwind Technical Services LLC

LEGAL DESCRIPTION OF CENTER LINE OF PROPOSED 10 FOOT WIDE PRIVATE UTILITY EASEMENT: Part of the North Half of Section 19, Town 2 North, Range 23 East of the Fourth Principal Meridian and lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commencing at the north quarter corner of said quarter section; thence S02°25'44"E 197.00 feet along the west line of the northeast quarter of said Section 19 to the south meander corner of said north quarter corner; thence S13°33'35"W 417.89 feet to a point on the easterly right of way line of Sheridan Road and to the point of beginning of the center line to be herein described; thence N88°32'23"E 402.39 feet to the westerly right of way line of State Trunk Highway "32" and to the point of termination of said center line.











ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT  
FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT  
WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**  
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July 26, 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: *Approval of Playground Theme for Simmons Island*

**BACKGROUND INFORMATION**

The Kenosha Park Division has received a theme ideas for the Simmons Island Park. Staff with the aid of our consultant have put together a series of theme ideas which are the following:

- Option A: Sailboat
- Option B: Classic Ship
- Option C: Modern Ship
- Option D: Shipwreck
- Option E: Castle

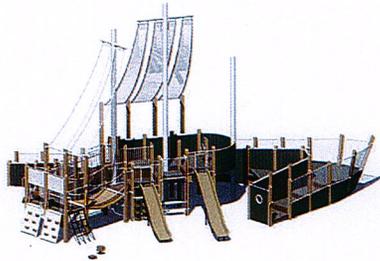
SAA Design Group has put together the attached exhibit for your use.

**RECOMMENDATION**

Approve a theme for the playground for Simmons Island.

OPTION A: SAILBOAT THEME

PRIMARY STRUCTURE



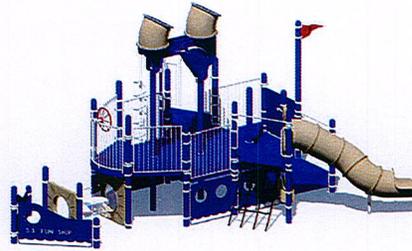
SECONDARY EQUIPMENT OPPORTUNITIES

- spring riders
- swings
- steppers



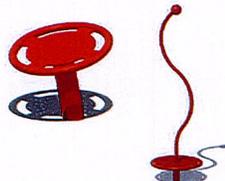
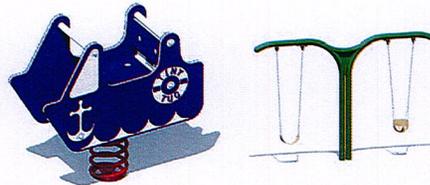
OPTION B: CLASSIC SHIP THEME

PRIMARY STRUCTURE



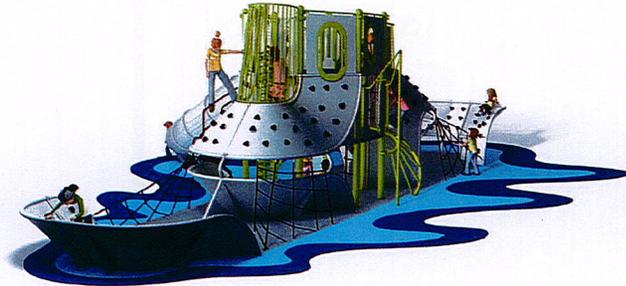
SECONDARY EQUIPMENT OPPORTUNITIES

- spring riders
- swings
- spinners



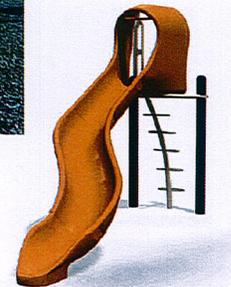
OPTION C: MODERN SHIP THEME

PRIMARY STRUCTURE



SECONDARY EQUIPMENT OPPORTUNITIES

- spinners
- swings
- ground climbers
- slide



File: P:\2400\2470.09-SimmonsPh1\CAD\2-Playground Options.dwg Layout: Layout1 User: phannon Plotfile: Jul 09, 2013 - 3:09pm

Professional Seal

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

Project Name \_\_\_\_\_

**SIMMONS ISLAND  
PHASE I  
DEVELOPMENT**

**CITY OF  
KENOSHA,  
WISCONSIN**

Drawn By: PH  
Checked By: BT  
File: P-PLAY  
Issued For: REVIEW  
Date: 07/09/2013  
Project No. 2470.09

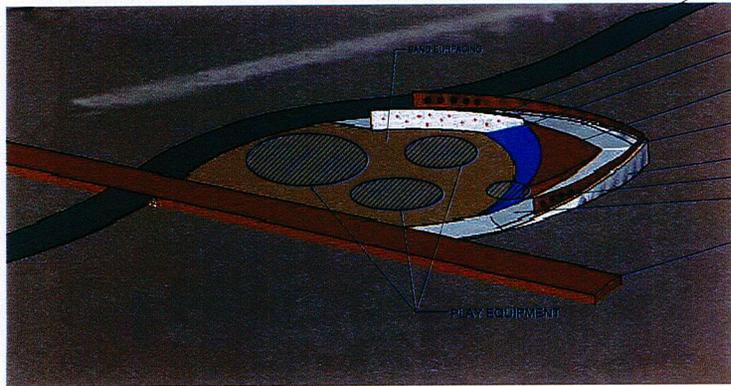
Sheet Title  
**PLAYGROUND  
OPTIONS**

Sheet Number \_\_\_\_\_

**C0.0**

OPTION D: SHIPWRECK

PRIMARY STRUCTURE



- PATH
- CLIMBING WALL
- POURED IN PLACE SURFACE SLOPE
- WOOD OR CONCRETE DECK AND OVERLOOK
- METAL OR WOOD WALL WITH VIEWPORT CUTOUTS
- CONCRETE SHIP PROW SLIDE
- SLOPED PATH
- DECK

SECONDARY EQUIPMENT OPPORTUNITIES

- sensory equipment
- climbing wall, net climber
- shade canopies
- structured and ground play (beach or nautical theme)
- landmark and hillside



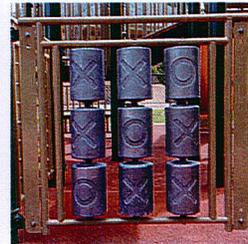
OPTION E: CASTLE THEME

PRIMARY STRUCTURE



SECONDARY EQUIPMENT OPPORTUNITIES

- sensory equipment
- activity panels
- sound and interactive play



Professional Seal

Revision Date

Project Name

SIMMONS ISLAND  
PHASE I  
DEVELOPMENT

CITY OF  
KENOSHA,  
WISCONSIN

Drawn By: PH  
Checked By: BT  
File: P-SP  
Issued For: REVIEW  
Date: 07/09/2013  
Project No. 2470.09

Sheet Title  
PLAYGROUND  
OPTIONS

Sheet Number

C0.1



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
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STREET DIVISION  
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**DEPARTMENT OF PUBLIC WORKS**

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July 25, 2013

TO: Chairman Michael Orth, Board of Park Commissioners  
FROM: Jeff Warnock, Park Superintendent  
RE: World Skydiving Center

A request has been received from Russell Goldman who owns and operated the World Skydiving Center. His plane is currently hangered at the Kenosha Airport where they would load passengers. The request is to have the parachuters land in Alford Park on the open area just to the south of Carthage College.

Requirements would include:

Provide the proper insurance for the company and parachuters, which names the City of Kenosha as an additional insured.

Landings would only take place in the designated area as agreed upon with the Park Division.

Dates and approximate times of landings shall be given to the Park Division so that it can be forwarded to the Police Department.

Landings shall not occur during inclement weather, such as windy, low overcast, raining etc.

Recommendation:

To approve the request with all requirements listed above and those required by other City Departments as deemed necessary.

**From:** "russell goldman" <jumperuss@yahoo.com>

**To:** [mdurkee@kenosha.org](mailto:mdurkee@kenosha.org)

**Sent:** Tuesday, July 9, 2013 9:10:52 AM

**Subject:** permit request

*2:00 today  
Thurs 7/11*

Hi Mary,

my name is Russell Goldman. I own and operate World Skydiving Center. I was wondering if you would have time for a meeting (email may not convey well) to discuss obtaining a permit to allow me to take passengers on a tandem parachute jump and land on the beach next to Carthage College. We have mapped out the landing area and it meets the United States Parachute Associations suggestion for a safe landing area. We would provide adequate insurance and all other details required by you and the City of Kenosha. My plane is hangered at the Kenosha Airport where we would load passengers. Thank you in advance for your time.

Regards,

Russell Goldman  
603 930 9798

---

**From :** Mary Durkee  
<[mdurkee@kenosha.org](mailto:mdurkee@kenosha.org)>

Thu, Jul 11, 2013 07:58 AM

I would like to be able to use the area next to Carthage College on Aug 31 and Sept 1 from 7am to 7pm weather pending. I would also like to continue each weekend for the month of September. If the weather is windy, low overcast, raining, etc then we would not land there.

Regards,

**Zimbra****mdurkee@kenosha.org**

---

**sorry it wasn't attached to previous email**

---

**From :** russell goldman  
<jumperuss@yahoo.com>

Thu, Jul 18, 2013 02:58 PM

**Subject :** sorry it wasn't attached to  
previous email

**To :** Mary Durkee  
<mdurkee@kenosha.org>



## **WORLD Skydiving Center Business Plan**

### **1.0 Executive Summary**

#### **Introduction**

World Skydiving Center (WSC) is being formed as a private company offering skydive training services to first time student skydivers. The primary training technique provided will be Tandem Skydiving. World Skydiving will offer well-maintained skydiving equipment and an aircraft for providing such services. World Skydiving will also provide advanced student skydiving instruction and skydiving services for recreational (licensed) sport skydiving. World Skydiving Center will also offer a full service parachute rigging loft.

#### **The Company**

The principle investors and operators will be responsible for all skydiving instruction and company decisions.

The owner has a Business Degree and has owned and operated several companies. He has a proven track record for successfully managing a business. The owner of WSC has over 4000 skydives. He is a certified Tandem and Accelerated Free Fall instructor. He is also a FAA certified Senior Rigger.

World Skydiving Center will operate its aircraft and skydiving services out of Kenosha Airport, Kenosha WI.

## **Service**

World Skydiving Center offers services in four primary areas; First Time Tandem Skydiving Instruction, Progressive Student Skydiving Instruction, Recreational (licensed) Sport Skydiving and Parachute Rigging Services provided by an FAA Certified Rigger. In order to do so, World Skydiving Center will maintain a Cessna 182 or similar updated with the latest skydiving related avionics. Our competitive differences include onsite professionally maintained aircraft, and skydiving instruction provided by professionally rated skydiving instructors.

## **1.2 Mission**

World Skydiving Center will offer an affordable, professionally run full service skydiving center. We will provide a safe and effective learning situation for our students while adhering to

safe practices and to applicable federal and state aviation regulations. WSC will provide students with a well maintained aircraft and parachute equipment for skydiving training.

## **2.0 Company Summary**

World Skydiving Center is a new company that provides skydiving instruction for skydiving enthusiasts at an affordable rate. We will focus on skydiving instruction as a recreational activity to compliment the seasonal vacation experience in the Kenosha, WI area as well as enthusiasts that want to experience the enlightening thrill of the activity itself. Initially we will be marketing our new business with skydiving instruction specifications which include

- \* Clean parachute equipment and aircraft that are readily available.
- \* Professionally operated and maintained by certified skydiving instructors and parachute riggers.
- \* Continuously updated with leading-edge equipment advancements.

## **.1 Service Description**

**1. First Jump Skydive:** We will provide progressive students training to qualify for a nationally recognized USPA-A skydiving license that will enable the license holder to participate in recreational sport skydiving at any of the 270 other USPA designated member drop zones across the United States.

**2. Recreational skydive Service:** We will offer USPA Licensed recreational skydivers the opportunity to engage in skydiving activities at the WSC.

**1.** Our location from the Kenosha, WI area will make skydiving services easily accessible to the local community and tourists traffic.

**2.** Our aircraft will be professionally maintained by onsite appropriately rated aviation repair technician to ensure that our aircraft is held to the highest standards and regulations.

**3.** Our Skydiving instructors will all carry current professional ratings issued by our national governing body, the United States Parachute Association.

**4.** Our skydiving operation will be run as a hands on enterprise.

### **3.4 Technology**

World Skydiving Center will maintain an updated Cessna 182 and United Parachute Technologies Tandem Systems.

- 1.** The aircraft will have at least two 720-channel radios for legal and practical navigation and communication purposes.
- 2.** The aircraft will have the required equipment and certification necessary to conduct skydiving operations.
- 3.** The tandem equipment will be maintained and utilized in accordance with the manufacturer recommendations.

### **3.5 Future Services**

In the future, WSC will enhance their skydiving instruction position by providing additional forms of skydiving instruction. Specifically, skydiving instructor education and certification programs.

#### **Community benefits by providing services to staff and customers:**

- 1. Gas stations*
- 2. Convenience stores*
- 3. Restaurants*
- 4. Aviation fuel*

5. Rental units needed for staff

6. Laundry facilities

7. Motels

### **Months of Operation**

April 1-October 31 each season

### **Hours of operation**

Monday-Sunday sunrise to sunset

Beach Landings one to two days a week

Next to Carthage College, Kenosha Wisconsin

### **Contact information:**

Russell Goldman

603-930-9798

[Russ@worldskydivingcente.com](mailto:Russ@worldskydivingcente.com)

---

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) <b>Eric L. Carlson</b>	
	Business name, if different from above <b>Carlson Music Productions</b>	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>632 Hickory Hollow Rd.</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Waterford, WI 53185</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
397   76   8230
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶ *Eric L. Carlson*

Date ▶ 5-7-12

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# CERTIFICATE OF INSURANCE



26255 American Drive  
 Southfield, MI 48034-6112  
 Tel: (800) 482-2726

THIS IS TO CERTIFY TO: Whom It May Concern

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO: Sandy Hills Realty, LLC  
 5112 Greenwood Road, Wonder Lake, IL 60097

POLICY NO. AC0763955

POLICY PERIOD: From 4/5/2013 to 4/5/2014

Coverage only applies as indicated by a specific limit and deductible.

- A. **Aircraft** Liability Single Limit for **Bodily Injury** and **Property Damage** INcluding **Passengers** Liability with **Passenger** liability Limited to
- B. Medical Expense INcluding **crew**
- C. **Physical Damage** to Your **Aircraft**

Limits of Liability

\$1,000,000 each **occurrence**  
 \$100,000 each **passenger**  
 \$1,000 each **passenger**

Deductibles

ID Number	Year	Make and Model	Agreed Value	Physical Damage	Not in motion	In motion
N3372U	1963	Cessna 182F	\$45,750	F	\$2,500	\$2,500
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$

PHYSICAL DAMAGE Coverage Identified

F. All Risk Basis      G. All Risk Not **In Motion**

THIS CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 1

Date of Issue 7/16/2013

BY   
 (Authorized Representative)



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

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**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
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July 26, 2013

To: Michael Orth, Chairman  
Parks Commission

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

Subject: Change Request

**BACKGROUN INFORMATION**

At the May 14, 2012 meeting the Commissioners agreed this item should appear on all future agendas. There are no change requests at this time.

**RECOMMENDATION**

Receive and file.

SB:dh

July 25, 2013

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

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

SUBJECT: Project Status Report

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #11-1415 / 12-1415 / 13-1415 CORP Implementations** – Continuing. (Citywide)
- Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant)** – 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 #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Restoration is in progress. Final walk through is being scheduled. (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 with construction planned for Spring 2014. (DNR Stewardship Grant) (1 and 4)
- Project #13-1413 - Petzke Park Phase II** [SAA Design Group] Plans and specifications are being developed for Phase II of Petzke Park with construction in 2014. (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] Plans and specifications for the Velodrome. (6)
- Project #13-1412 - Simmons Field** – Bids have been received awarded to Camosy Construction. Work is scheduled to begin next week.
- Project 13-1419 – Anderson Fishing Pier** – Design is in process. [SAA Design Group]

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

Miscellaneous play structure installation at Nash Park and Kenosha Sports Complex and specifications for direct purchase items as outlined in the CORP for 2012 and 2013, staff is working on 2013 projects.

# Informational #2



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR.  
SUPERINTENDENT

## DEPARTMENT OF PUBLIC WORKS

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

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July 26, 2013

To: Michael Orth, Chairman  
Park Commission

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

Subject: ***INFORMATIONAL ONLY – Website Upgrade Status***

### **BACKGROUND/ANALYSIS**

Public Works Administration staff has been working with IT on updating the City of Kenosha Public Works Department website. This process will be under construction for the remainder of 2013 and will be completed by Divisions. Staff has begun with the Street Division and will be giving a computer presentation on the proposed changes at the meeting.

### **RECOMMENDATION**

Informational Only – No Action Required.