

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, September 30, 2013 - 5:00 pm

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

Call to Order
Roll Call

Approval of the minutes of the meeting held on September 9, 2013.

1. Request from St. Joseph Catholic Academy to hold their annual Homecoming Bonfire on Pennoyer Park Beach area on Saturday, October 5, 2013. *(District 1)*
2. Approval of Lease Agreement by the City *(of Kenosha)*, the Board of Parks Commissioners, and Kenosha County for the current cell tower at 60th Street and 54th Avenue. *(District 11)*
3. Approval of Grant Agreement Between the State of Wisconsin Department of Natural Resources and the City *(of Kenosha)* for the Kenosha Harbor Feasibility Study.
4. Approval of Agreement By and Between the Board of Regents of the University of Wisconsin System *(on behalf of the University of Wisconsin Oshkosh)* and the City *(of Kenosha)*. *(Simmons Island & Eichelman Park) (Also referred to Stormwater Utility)*
5. Resolution by Alderperson Kevin E. Mathewson - To Amend the City *(of Kenosha)* Capital Improvement Program for 2013 by Decreasing PK-03-001 "Park Renovations" in the Amount of \$15,000 and to Create Capital Improvement Line Item PK-03-002 "Roosevelt Park Playground Equipment" in the Amount of \$15,000 for a Net Change of \$0. *(Also referred to Finance)*
6. Resolution by the Mayor; Co-Sponsor: Alderperson Michael J. Orth – To Urge the Board of Park Commissioners to Suspend Construction of a Dog Park in Southport Park. *(Referred from Council on 9/16/13)*
7. Resolution by the Board of Parks Commissioners; Co-Sponsor: Alderperson Michael J. Orth - To Allow use of the Southport Beach House During Weekday Events Without Fee for use During a Limited Period of Time in the Autumn of 2013.
8. Change Requests.

INFORMATIONAL ITEMS:

1. Project Status Report

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

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

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

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, September 9, 2013

A meeting of the Board of Park Commissioners was held on Monday, September 9, 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 Mathewson. Commissioner Kennedy arrived during item #1. Staff members in attendance were Michael Lemens, Director of Public Works; Sean Von Bergen, Assistant City Engineer; Jeff Warnock, Superintendent of Parks; Rich Schroeder, Deputy Director of Community Development and Inspections; Deputy Police Chief Dan Miskinis; Alderperson Scott Gordon, Alderperson Jan Michalski, and Alderperson Curt Wilson.

It was moved by Alderperson LaMacchia, seconded by Alderperson Schwartz, to approve the minutes from the meeting held on Monday, August 26, 2013. Motion carried unanimously.

1. Approval of Playground Theme for Simmons Island. *(District 2) (Deferred from 7/29/13 meeting)*
It was moved by Commissioner LaMacchia, seconded by Commissioner Mathewson, to accept the sailboat theme recommendation. Motion carried unanimously.
2. Change Requests.
It was moved by Commissioner Schwartz, seconded by Commissioner LaMacchia, to receive and file. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report – Commissioner LaMacchia asked a question and staff answered.

SUPERINTENDENT COMMENTS: Jeff Warnock notified the Committee that \$20,000 a year in CIP will be used for concrete sidewalk within City Parks citywide.

CITIZEN COMMENTS: Curt Wickland commented on the dog park issue.

COMMISSIONERS COMMENTS: Commissioner Kennedy spoke about Anderson Pool and his comments from the last Parks meeting.

ADJOURNMENT - There being no further business to come before the Parks Commission, it was moved, seconded and unanimously carried to adjourn at 5:22 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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September 24, 2013

TO: Chairman Michael Orth, Board of Park Commissioners
FROM: Mary Durkee, Park Supervisor
CC: Fire Department (Pat Ryan)
RE: Bonfire Request

A request has been received from St. Joseph Catholic Academy for permission to have a bonfire on Pennoyer Park Beach area. It is to be held on Saturday, October 5, 2013 in the evening. This will be the third year the event has been held. Requirements are as follows:

1. The location is to be on the beach opposite the Bandshell, down from the parking lot.
2. A bonfire permit must be obtained from the Fire Prevention Bureau, if approved.
3. In compliance with all Park Ordinances.

Recommendation: To approve the request with the requirements listed above.

From: Stephanie Connolly <tsconnolly3@yahoo.com>

Date: September 5, 2013 at 7:34:19 AM CDT

To: "mdurkee@kenosha.org" <mdurkee@kenosha.org>

Subject: **homecoming bonfire**

Reply-To: Stephanie Connolly <tsconnolly3@yahoo.com>

Ms. Durkee,

I would like to apply for a park permit for Pennoyer Park to host the St. Joseph Catholic Academy annual homecoming bonfire on Saturday evening, October 5. We would be there at 6:00 to set up and be out by park close.

I will apply for the bonfire permit with Pat Ryan.

Thank you
Stephanie Connolly

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the **City of Kenosha**, a Wisconsin Municipal Corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin Municipal Corporation, having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140 (hereinafter referred to together as "**Landlord**") and **County of Kenosha**, a Wisconsin Municipal Corporation, having a mailing address of 1010 - 56th Street, Kenosha, Wisconsin 53140 (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, the current public safety communication relay system utilizes a tower in the vicinity of 60th Street and 54th Avenue, which is in disrepair and need of replacement ("**Existing Tower**").

WHEREAS, **Landlord** owns that certain plot, parcel or tract of land in the City and County of Kenosha as more particularly described on Exhibit 1, attached hereto and a portion of the real property commonly known as Nash Park, together with all rights and privileges arising in connection therewith ("**Property**");

WHEREAS, **Tenant** desires to use a portion of the **Property** as more particularly described on **Exhibit 2** attached hereto ("**Premises**") in connection with a public safety communication relay system to be utilized by municipalities as more particularly set forth hereinbelow;

WHEREAS, **Landlord** desires to grant **Tenant** the right to use the **Premises** in accordance with the **Agreement**;

WHEREAS, as conditions precedent to the utilization of the **Premises** in accordance with this **Agreement** the Federal Aviation Administration is required to provide a "Determination of No Hazard to Air Navigation" (hereinafter "**Determination**") and the Wisconsin Department of Natural Resources is required to provide its consent ("**Consent**");

WHEREAS, the Determination was issued by the Federal Aviation Administration on October 11, 2012; and

WHEREAS, the United States Department of the Interior has provided its consent to the modification of the boundary for the Property as evidenced by Exhibit 4 attached hereto permitting the Premises to be utilized as set forth herein as evidenced by the communication from the Wisconsin Department of Natural Resources attached hereto as Exhibit 5.

The parties agree as follows:

1. PREMISES. **Landlord** leases the **Premises** containing approximately 0.264 acres of land including the air space above such room/cabinet/ground space as described on attached Exhibit 2,

together with all necessary space and easements for access and utilities, as generally described therein and depicted in the site plan attached as Exhibit 3.

2. PERMITTED USE. **Tenant** shall lease the **Premises** primarily for the transmission and reception of a public safety communication relay system for the use of municipalities. Municipalities includes, but is not limited to, the County of Kenosha, City of Kenosha, Kenosha City/County Joint Services, and the Kenosha Water Utility and shall include, to the extent it exists, their law enforcement agencies, fire departments, public works departments or other similar first responder entities. **Tenant's** use may include a suitable support structure not to exceed three hundred fifty (350) feet in height, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the **Premises** (collectively, the "**Communication Facility**"). **Tenant** shall allow any municipality to attach any equipment to **Communication Facility** and, if necessary, utilize ground space for shelters or cabinets necessary for the operation of the public safety communication relay system.

The parties recognize and acknowledge that the **Premises** may be utilized commercially by Hiercomm, Inc., to provide broadband services in Kenosha County. The parties shall share equally any revenue paid by any commercial entity other than Hiercomm, Inc., for the use of the **Premises**. **Tenant** shall not lease or sublease any space on the ground or any structure on the **Premises** to any commercial entity other than Hiercomm, Inc., without Landlord's consent. Any commercial use of the **Premises** shall comply with all governmental licenses and regulations whether from the City of Kenosha, County of Kenosha, State of Wisconsin or the federal government. For purposes of this **Agreement**, a commercial use shall be any use other than that necessary for operation of a public safety communication system. Notwithstanding the commercial use of the **Premises**, the parties hereto acknowledge that the use of the **Premises** for public safety purposes is paramount and agree that the commercial use of the **Premises** must never interfere with any public safety use of the **Premises** by any municipality. Consequently, parties to this lease warrant that they will not cause interference or allow interference to be caused by commercial users of the **Premises**. Interference shall be defined as the effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a radio communication system, manifested by any performance degradation, misinterpretation, or loss of information which could be extracted in the absence of such unwanted energy. Should the **Landlord** believe that interference is occurring, notice shall be given to **Tenant** who will, upon receiving notice of such interference, cooperate with the **Landlord** to immediately resolve the issue, including, if necessary, disabling and/or disconnecting the commercial use until such time as said interference is remedied or the commercial use is ruled out as a potential source of interference.

Tenant has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to **Tenant** or **Landlord** (collectively, the "**Permitted Use**"). **Tenant** agrees that any such installation construction, maintenance, operation, repair, replacement or upgrade shall not result in a lien being placed upon the **Premises** or **Property**, and should a lien be placed upon either, **Tenant** shall take immediate steps to remove said lien. **Landlord** and **Tenant** agree that any portion of the **Communication Facility** that may be conceptually described on Exhibit 1 will not be deemed to

limit **Tenant's Permitted Use**. If Exhibit 1 includes drawings of the initial installation of the **Communication Facility**, **Landlord's** execution of this **Agreement** will signify **Landlord's** approval of Exhibit 1. For a period of ninety (90) days following the start of construction, **Landlord** grants **Tenant**, its subtenants, licensees and sublicensees, the right to use such portions of **Landlord's** contiguous or adjoining **Property** as described on Exhibit 1 as may reasonably be required during construction and installation of the **Communications Facility**. **Tenant** has the right, at its sole cost and expense, to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make **Premises** improvements, alterations, upgrades or additions appropriate for **Tenant's** use ("**Tenant Changes**"). **Tenant Changes** include the right to construct a fence around the **Premises** and undertake any other appropriate means to secure the **Premises** at **Tenant's** expense. **Tenant** agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the **Communication Facility** on the **Premises** and to obtain all necessary governmental licenses, permits and approvals for the zoning, placement, construction and operation of the **Communication Facility** and all **Tenant Changes** to the **Premises** from the City of Kenosha, Kenosha County, State of Wisconsin Department of Transportation, United States Federal Communications Commission, United States Federal Aviation Administration and any other governmental entity having appropriate jurisdiction ("**Government Approvals**"). **Tenant** has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the **Communication Facility** within the **Premises** at any time during the term of this **Agreement**. However, **Tenant** shall not increase the height of the **Communications Facility**. **Tenant** will be allowed to make such alterations to the **Premises** in order to accomplish **Tenant's Changes** or to insure that **Tenant's Communication Facility** complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date of this **Agreement** (the "**Term Commencement Date**"). The **Initial Term** will terminate on the tenth (10) annual anniversary of the **Term Commencement Date**.

(b) This **Agreement** will automatically renew for three (3) additional five (5) year term(s) (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the **Tenant** is in breach of this Agreement at the time of such renewal or notifies the **Landlord** in writing of **Tenant's** intention not to renew this **Agreement** at least sixty (60) days prior to the expiration of the existing Term.

(c) The **Initial Term** and the **Extension Term** are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the **Term Commencement Date** and yearly thereafter, **Tenant** shall be obligated to **Landlord** for an annual rental payment of One and No/100 Dollars (\$1.00)

("Rent"), at the address set forth above. Payment shall be made on or before January 5th of each year in advance.

(b) All charges payable under this **Agreement** such as utilities and taxes shall be billed by **Landlord** within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by **Landlord**, and shall not be payable by **Tenant**. The provisions of this Section shall survive the termination or expiration of this Agreement.

(c) In the event that the **Premises** cease to be utilized for any public safety purpose, the **Tenant** shall, at their discretion, have the option of either paying a monthly rental to the **Landlord** equal to the fair market rental for communication tower ground leases in effect at the time in the City of Kenosha or terminating this **Agreement**. Should the **Tenant** agree to pay a monthly rental equal to the fair market rental, such calculation shall consider all relevant factors including, but not limited to, the size of the **Premises**, the location of the **Premises** and the height of the structure(s) situated on the **Premises**. Said rental shall be effective on the first full month following the discontinued use of the **Premises** for any public safety purpose and shall be increased by three percent (3%) annually on subsequent anniversaries of the **Term Commencement Date**. Should the **Tenant** choose to terminate this **Agreement**, **Tenant** shall be required to remove the **Communication Facility** from the **Premises** within six (6) months from the discontinuation of the **Premises** for any public safety use and restore the **Premises** to its natural condition.

(d) Nothing in Section (c) above shall be construed as limiting the ability of the **Landlord** and **Tenant** to come to any other arrangement by mutual written agreement as to the question of use and compensation therefore in the event that the **Premises** cease to be utilized for any public safety purpose.

5. APPROVALS. **Landlord** agrees that **Tenant's** ability to use the **Premises** is contingent upon the suitability of the **Property** for **Tenant's Permitted Use** and **Tenant's** ability to obtain and maintain all operational Government Approvals including, but not limited to, the **Landlord's** ability to obtain the **Consent**. **Landlord** authorizes **Tenant** to prepare, execute and file all required applications to obtain Government Approvals for **Tenant's Permitted Use** under this **Agreement** and agrees to reasonably assist **Tenant** with such applications and with obtaining and maintaining the Government Approvals.

6. TERMINATION. This **Agreement** may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 14 of this **Agreement** after the applicable cure periods;

(b) by either party upon written notice, if **Tenant** or **Landlord**, as the case may be, is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the **Communication Facility** as now or hereafter intended by **Tenant** including, but not limited to,

the **Consent**.

7. **INSURANCE.**

(a) **Tenant** will carry during the **Term**, at its own cost and expense, the following insurance: (i) "All Risk" Property Insurance for its property's replacement cost; (ii) Commercial General Liability (CGL) Insurance with a limit of liability of Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage; and (iii) Workers' Compensation Insurance at the statutory limits and Employer's liability in the amount of \$100,000 per accident, \$100,000 disease per employee, and a \$500,000 disease policy limit.

(b) **Tenant's** CGL coverage shall contain a provision naming the City of Kenosha and Board of Park Commissioners for the City of Kenosha as "additional insureds". **Tenant** shall provide **Landlord**, upon request, with a copy of the endorsement identifying the additional insureds. The insurance policy or policies shall contain a clause that in the event any policy is canceled for any reason the City Clerk will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or changes take effect. Said policies shall be issued by an insurance company or companies authorized to do business in the State of Wisconsin. **Tenant** prior to executing this **Agreement** shall furnish a Certificate of Insurance indicating compliance with the foregoing. Annual Certificates of Insurance shall be furnished to the City Clerk throughout the **Term** of this **Agreement**. Any subcontractor of **Tenant** shall also have coverage in the amounts required of **Tenant** and include like notice requirements and additional insured endorsements.

(c) If for any reason, the insurance coverage required herein lapses and **Tenant** fails to replace such insurance prior to the lapse date, **Landlord** may declare this **Agreement** terminated as of the date no valid insurance policy was in effect. The failure of **Tenant** to take out and/or maintain the required insurance shall not relieve **Tenant** from any liability under this **Agreement**. The insurance requirement shall not be construed to conflict with the obligations of **Tenant** in Section 8 - Indemnification.

8. **INDEMNIFICATION.**

(a) **Tenant** agrees to indemnify, defend and hold **Landlord** harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the **Communication Facility**, **Tenant's** breach of any provision of this **Agreement** or failure to obtain the **Consent**, except to the extent attributable to the negligent or intentional act or omission of **Landlord**, its employees, agents or independent contractors. **Tenant** does not waive any defenses or statutory limits of liability.

(b) **Landlord** agrees to indemnify, defend and hold **Tenant** harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of **Landlord** or its employees or agents, or **Landlord's** breach of any provision of this **Agreement**, except to the extent attributable to the negligent or intentional act or omission of

Tenant, its employees, agents or independent contractors. **Landlord** does not waive any defenses or statutory limits of liability.

9. WARRANTIES.

(a) **Tenant** and **Landlord** each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this **Agreement** and bind itself hereto through the party set forth as signatory for the party below.

(b) **Landlord** represents and warrants that: (i) as long as **Tenant** is not in default then **Landlord** grants to **Tenant** sole, actual, quiet and peaceful use, enjoyment and possession of the **Premises**; and (ii) **Landlord's** execution and performance of this **Agreement** will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the **Landlord**.

10. ENVIRONMENTAL LAWS.

(a) **Landlord** and **Tenant** shall not introduce or use any Hazardous Substance on the **Property** in violation of any applicable law. **Landlord** shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (i) caused by **Landlord** or its agents that have occurred or which may occur on the **Property** and (ii) caused by any unrelated third party, that have occurred or which may occur on the **Property**, provided, however, **Landlord** shall not be responsible for spills or other releases caused by unrelated third parties if such spill or release occurs on the **Premises** after the **Effective Date**. **Tenant** shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (x) caused by **Tenant** or its agents, that have occurred or which may occur on the **Property** and/or **Premises** and (y) caused by any unrelated third party which may occur after the **Effective Date** on the **Premises**. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "**Claims**") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the **Property** or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the **Property**. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Further, the indemnifications in this Section shall be applicable whenever contamination has migrated off the **Premises** or **Property**. This Section 10 shall survive the termination or expiration of this **Agreement**.

(b) In the event **Tenant** becomes aware of any hazardous materials on the **Property**, or any environmental or industrial hygiene condition or matter relating to the **Property** that **Tenant** or any of **Tenant's** agents did not cause by any act or omission of **Tenant** or any of **Tenant's**

agents, and further that, in **Tenant's** sole determination, renders the condition of the **Premises** or **Property** unsuitable for **Tenant's** use, or if **Tenant** believes that the leasing or continued leasing of the **Premises** would expose **Tenant** to undue risks of government action, intervention or third party liability, **Tenant** will have the right, in addition to any other rights it may have at law or in equity, to terminate the **Agreement** upon notice to **Landlord**.

11. ACCESS.

(a) **Tenant**, at its expense, may use any and all appropriate means of restricting access to the **Premises**, including, without limitation, the construction of a fence on the **Premises** subject to applicable permits, requirements and laws. **Tenant** shall maintain, at its expense, any fence that is constructed on the **Premises**. **Tenant** shall allow **Landlord's** representatives reasonable access to the **Premises** to ascertain compliance with City Ordinances.

(b) As partial consideration for **Rent** paid under this **Lease**, **Landlord** hereby grants **Tenant** an easement in, under and across the **Property** for ingress, egress, utilities and access to the **Premises** adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cables, and to service the **Property** and the Antenna Facilities at all times during the **Initial Term** of this **Lease** and any **Renewal Term** (collectively, the "**Easements**"). The **Easements** are intended to be coincidental to this **Agreement** and, therefore, shall terminate upon the termination of this **Agreement**.

(c) **Tenant** shall have twenty-four (24) hours a day, seven (7) days a week access to the **Property** ("**Access**") at all times during the Term of this **Lease** and **Landlord** agrees to provide **Tenant** such codes, keys and other instruments necessary for such access at no additional cost to **Tenant**. If **Landlord** fails to provide the access granted by this Section 11, such failure shall be a default under this **Lease**. In the event any public utility is unable to use the access or easement provided to **Tenant** then the **Landlord** agrees to grant additional access or an easement either to **Tenant** or to the public utility, for the benefit of **Tenant**, at no cost to **Tenant**.

12. REMOVAL/RESTORATION.

(a) All portions of the **Communication Facility** brought onto the **Premises** by **Tenant** will be and remain **Tenant's** personal property and, at **Tenant's** option, may be removed by **Tenant** at any time during the Term. **Landlord** covenants and agrees that no part of the **Communication Facility** constructed, erected or placed on the **Premises** by **Tenant** will become, or be considered as being affixed to or a part of, the **Premises**, it being the specific intention of the **Landlord** that all improvements of every kind and nature constructed, erected or placed by **Tenant** on the **Premises** will be and remain the property of the **Tenant** and may be removed by **Tenant** at any time during the Term. Within sixty (60) days of the termination of this **Agreement**, **Tenant** will remove those above ground improvements which **Landlord**, in its sole discretion, desires to have removed. Further, **Tenant** shall restore the **Premises** to its condition prior to the commencement of any improvements/changes to the **Premises**, reasonable wear and tear and loss by casualty or other causes beyond **Tenant's** control excepted. Notwithstanding the foregoing, **Tenant** will not be responsible for the replacement of any trees, shrubs or other vegetation, though

Tenant shall be required to seed or sod the **Property**.

(b) **Tenant** shall, at its expense, completely remove the **Existing Tower** within six (6) months of the commencement of operation of the **Communication Facility** upon the **Premises**.

13. MAINTENANCE/UTILITIES.

(a) **Tenant** shall, at **Tenant's** expense, keep and maintain the **Premises**, the **Communication Facility** and its own personal property kept on the **Premises** in good condition and repair, normal wear and tear and casualty excepted, but in all events **Tenant** shall maintain the **Premises**, the **Communication Facility** and its own personal property kept on the **Premises** in conformity with all applicable laws. **Tenant's** obligations shall include, but shall not be limited to, construction and maintenance of, and snow removal from, the access easement area included within the **Premises**.

(b) **Tenant** shall have the right to install utilities, at **Tenant's** expense, and to improve the present utilities on the **Premises** servicing the **Premises** (including, but not limited to, the installation of emergency power generators). **Landlord** agrees to use reasonable efforts in assisting **Tenant** to acquire necessary utility service. **Tenant** shall, wherever practicable, install separate meters for utilities used on the **Premises** by **Tenant**. **Landlord** shall diligently correct any variation, interruption or failure of utility service caused by the negligence of **Landlord**. **Landlord** acknowledges that **Tenant** provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in **Tenant's** reasonable determination, the **Landlord** agrees to allow **Tenant** the right to bring in a temporary source of power for the duration of the interruption. **Landlord** will fully cooperate with any utility company requesting an easement over, under and across the **Property** in order for the utility company to provide service to the **Tenant**. **Landlord** will not be responsible for interference with, interruption of or failure, beyond the reasonable control of **Landlord**, of such services to be furnished or supplied by **Landlord**.

14. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by **Tenant** and a breach of this **Agreement**: (i) nonpayment of **Rent** if such **Rent** remains unpaid for more than thirty (30) days after receipt of written notice from **Landlord** of such failure to pay; (ii) **Tenant's** failure to perform or abide by any other term or condition under this **Agreement** within forty-five (45) days after receipt of written notice from **Landlord** specifying the failure; and (iii) **Tenant's** failure to immediately address a complaint of interference made by **Landlord** as set forth in Section 2 hereinabove. No such failure, however, will be deemed to exist if **Tenant** has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of **Tenant**. If **Tenant** remains in default beyond any applicable cure period, **Landlord** will have the right to exercise any and all rights and remedies available to it under law and equity including, but not limited to, injunctive relief and/or damages. This shall not, however, limit **Landlord's** right to enter the **Premises** and remove equipment or other personal property in the event of

default.

(b) The following will be deemed a default by **Landlord** and a breach of this **Agreement**: (i) failure to provide access to the **Property** or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) **Landlord's** failure to perform or abide by any term, condition or breach of any warranty or covenant under this **Agreement** within forty-five (45) days after receipt of written notice from **Tenant** specifying the failure. No such failure, however, will be deemed to exist if **Landlord** has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of **Landlord**. If **Landlord** remains in default beyond any applicable cure period, **Tenant** will have the right to exercise any and all rights and remedies available to it under law and equity, including, but not limited to, injunctive relief and/or damages.

15. ASSIGNMENT/SUBLEASE. Given the permitted use of the **Premises** for the operation of a public safety communication relay system, **Tenant** shall not assign this **Agreement** without written consent of **Landlord**.

16. NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: County of Kenosha
Attn: County Clerk
1010 56th Street
Kenosha, WI 53140

With a copy to: Corporation Counsel
912 - 56th Street, LL 13
Kenosha, WI 53140

If to Landlord: Office of City Clerk
Municipal Building, Room 105
625 - 52nd Street
Kenosha, WI 53140

With a copy to: Board of Park Commissioners
City of Kenosha Municipal Building
c/o City Clerk, Room 105
625 - 52nd Street
Kenosha, WI 53140

With a copy to: Office of the City Attorney
625 - 52nd Street, Room 201
Kenosha, WI 53140

With a copy to: City of Kenosha Parks Department
Attention: Superintendent of Parks
3617- 65th Street
Kenosha, WI 53142

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Premises within forty-eight (48) hours of Landlord's knowledge of any casualty. If any part of the Communication Facility is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

18. TAXES AND FEES. Tenant shall pay any personal property taxes, real property taxes, utility taxes, or any other taxes or fees that may be applicable or attributable to Tenant's use of or charged to the Premises.

19. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms and conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

(b) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(c) **Governing Law.** This **Agreement** will be governed by the laws of the State of Wisconsin.

(d) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) exhibits are an integral part of the **Agreement** and are incorporated by reference into this **Agreement**; (iv) use of the terms "termination" or "expiration" are interchangeable; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this **Agreement**, the ambiguity shall not be resolved on the basis of who drafted the **Agreement**.

(e) **Severability.** If any term or condition of this **Agreement** is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this **Agreement** then the **Agreement** may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(f) **Counterparts.** This **Agreement** may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties it being understood that all parties need not sign the same counterpart.

20. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this **Agreement**; (b) the execution and delivery of this **Agreement** by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this **Agreement** constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the **Agreement**.

*The remainder of this page was left purposely blank
Signatures appear on the following pages*

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

LANDLORD:

CITY OF KENOSHA,
a Wisconsin municipal corporation

By: _____
KEITH G. BOSMAN, Mayor

Date: _____

By: _____
DEBRA L. SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, **KEITH G. BOSMAN**, Mayor, and **DEBRA L. SALAS**, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation, to me known to be such Mayor and City Clerk/Treasurer, and acknowledged to me 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: _____

**THE BOARD OF PARK COMMISSIONERS
FOR THE CITY OF KENOSHA,**
a Wisconsin Municipal Commission

BY: _____
MICHAEL J. ORTH, Chairperson

Date: _____

EXHIBIT 1

LEGAL DESCRIPTION OF ENTIRE PROPERTY

Part of the Southeast 1/4 of Section 34, Township 2 North, Range 22 East of the Fourth Principal Meridian, and being more particularly described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 89°40'21" West along the South line of said 1/4 Section 1597.11 feet; thence North 1°50'15" West parallel to the East line of said 1/4 Section 50.02 feet to a point on the North right-of-way line of 60th Street said point being the point of beginning; thence continue North 1°50'15" West parallel to said East line 324.99 feet; thence South 89°40'21" West parallel to the South line of said 1/4 Section 383.35 feet; thence South 1°50'15" East parallel to the East line of said 1/4 Section 324.99 feet to the North right-of-way line of 60th Street; thence North 89°40'21" East parallel to the South line of said 1/4 Section and along the North right-of-way line of 60th Street 383.35 feet to the point of beginning. Said land being in the City of Kenosha, County of Kenosha, and State of Wisconsin.

**CITY OF KENOSHA
PLAT
PROPOSED EASEMENT FOR THE
KENOSHA COUNTY PUBLIC SAFETY TOWER
AT NASH PARK**

Part of the Northeast Quarter of Section 3, Town 1 North, Range 22 East, and part of the Southeast Quarter of Section 34, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 34; thence South 89°40'21" West along the south line of said Quarter Section, 1,597.11 feet to a point which is the southerly extension of the east line of Parcel Number 08-222-34-451-022, City of Kenosha, Nash Park; thence North 1°50'15" West along said east line extension, 50.02 feet to the north line of 60th Street and the southeast corner of said Parcel; thence South 89°40'21" West along said north line, 40.39 feet and to the point of beginning; thence South 89°40'21" West along said north line, 57.00 feet; thence North 0°19'39" West 74.34 feet; thence South 89°40'21" West 64.00 feet; thence North 0°19'39" West 60.00 feet; thence North 89°40'21" East 121.00 feet; thence South 0°19'39" East 134.34 feet to the point of beginning; containing 0.264 acres of land, more or less.

EXHIBIT 4



United States Department of the Interior

National Park Service

Midwest Region
601 Riverfront Drive
Omaha Nebraska 68102-4226



55-01678 (MWR-NRSS-P/G)
55-01708

U. I. SEP 1983

Ms. Lavane Hessler
Stewardship & LWCF Grant Manager
Department of Natural Resources
101 S. Webster Street
P.O. Box 7921
Madison, Wisconsin 53707-7921

Dear Ms. Hessler:

This is to inform you of the approval for amendment number 1 to Land and Water Conservation Fund (LWCF) project 55-01678, Kenosha West Side Park Acquisition. This amendment converts 0.264-acre of land at Nash Park and adds 2.21 acres to Washington Park.

Enclosed is your copy of the amendment. Because the action of this conversion also applies to LWCF grant 55-01708, we recommend you place a copy of this letter and the executed amendment in the project file. Any questions you have related to this conversion may be directed to me at 402-661-1548.

Sincerely,

Carol A. Edmondson
Outdoor Recreation Planner

Enclosure

EXHIBIT 4

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

STATE Wisconsin
Project Amendment No. 1

AMENDMENT TO PROJECT AGREEMENT (OMB No. 1024-0033, October 31, 2013)

THIS AMENDMENT To Project Agreement No. 55-01678 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Wisconsin pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

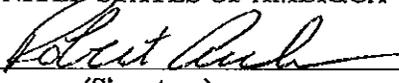
That the above mentioned agreement is amended by adding the following:

The 6(f)(3) boundary is amended by deleting 0.264 acres from the original park boundary of Nash Park and adding 2.21 acres to the 29 acre Washington Park boundary.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

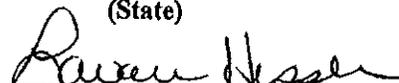
THE UNITED STATES OF AMERICA

STATE

By 
(Signature)

Wisconsin
(State)

CHIEF, RECREATION GRANTS DIVISION
(Title)

By 
(Signature)

National Park Service
United States Department of the Interior

Layane J. Hessler
(Name)

Date 09/11/2013

ASLO
(Title)

Estimated Burden Statement: The public reporting burden for this collection of information is estimated to average 3 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form should be sent to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

Paperwork Reduction Act Statement: This form is necessary to provide data input into an NPS project database which provides timely data on projects funded over the life of the program. Such data is used to monitor project progress and to analyze program trends. A Federal Agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Any comments on the burden estimate or other aspects of this collection of information may be addressed to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

Zimbra

brichardson@kenosha.org

FW: Approval of Nash Park Conversion**From :** Jim M Ritchie - DNR <Jim.Ritchie@wisconsin.gov>

Fri, Sep 13, 2013 10:57 AM

Subject : FW: Approval of Nash Park Conversion

9 attachments

To : brichardson@kenosha.org

Mr. Richardson,

Attached is the approval letter and grant amendment from the National Park Service. The parkland conversion is approved and the tower construction can proceed. Please let know if you have any questions.

Jim Ritchie

Southeast & South Central Regions Government Outreach Team Supervisor
Bureau of Community Financial Assistance
Wisconsin Department of Natural Resources

(*) phone: (414) 263-8610

(*) e-mail: Jim.Ritchie@Wisconsin.gov<mailto:Jim.Ritchie@Wisconsin.gov>

Learn more about DNR grants and loans by going to <http://dnr.wi.gov><<http://dnr.wi.gov/>> and entering the keywords "grants and loans"

You can also follow the Wisconsin DNR online: [cid:image001.png@01CD0E7F.11E61820] <<http://facebook.com/widnr/>> [cid:image002.png@01CD0E7F.11E61820] <<http://twitter.com/>> [cid:image003.png@01CD0E7F.11E61820] <<http://www.youtube.com/user/WIDNRTV>> [cid:image004.png@01CD0E7F.11E61820] <<http://www.flickr.com/photos/widnr/>>

"Take a moment to enjoy Wisconsin's outdoors."

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/u/?q=85> to evaluate how I did.

From: Ritchie, Jim M - DNR

Sent: Wednesday, September 11, 2013 3:47 PM

To: Frank Martinelli; Brian Wilke

Subject: Approval of Nash Park Conversion

Frank and Brian,

Attached is the approval letter from the National Park Service for the conversion of 0.264 acres of Nash Park for the construction of the public safety tower. This letter is the final approval for the conversion request. Thank you for your efforts in going through the conversion process. Please let me know if you have any questions.

Jim

Jim Ritchie

Southeast & South Central Regions Government Outreach Team Supervisor
Bureau of Community Financial Assistance
Wisconsin Department of Natural Resources

(*) phone: (414) 263-8610

(*) e-mail: Jim.Ritchie@Wisconsin.gov<mailto:Jim.Ritchie@Wisconsin.gov>

Learn more about DNR grants and loans by going to <http://dnr.wi.gov><<http://dnr.wi.gov/>> and entering the keywords "grants and loans"

You can also follow the Wisconsin DNR online: [cid:image001.png@01CD0E7F.11E61820] <<http://facebook.com/widnr/>> [cid:image002.png@01CD0E7F.11E61820] <<http://twitter.com/>> [cid:image003.png@01CD0E7F.11E61820] <<http://www.youtube.com/user/WIDNRTV>> [cid:image004.png@01CD0E7F.11E61820] <<http://www.flickr.com/photos/widnr/>>



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

September 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 Grant Agreement between the State of Wisconsin Department of Natural Resources and the City (of Kenosha) for the Kenosha Harbor Feasibility Study.*

BACKGROUND INFORMATION

Staff has been working with a consultant to complete the Kenosha Harbor Feasibility Study and find outside funding to complete the very detailed and comprehensive study of the Harbor and entrance to the Marina. The Consultant, with the aid of staff, have secured an additional \$25,000 to put towards the Study funds as allocated in the 2013 Capital Improvement plan.

The Harbor Feasibility Study will include the following analysis:

- Bathymetric Survey – specialized sonar survey combined with GPS to map the entire harbors bottom contours
- Preliminary Numeric Modeling – Modeling will be performed under existing conditions, identified possible alternatives and ultimate recommendations.
- Schematic Design Drawings – Any recommendations that are supported within the study will have schematic design drawings developed.
- Permitting Plan – Code compliance will be evaluated for any ultimate recommendations.
- Inner Harbor Infrastructure Inventory & Prioritization – Analyze public access points and infrastructure.
- Phasing Plan – Probable construction costs will be developed for an ultimate recommendation with possible outside funding options.

RECOMMENDATION

Staff recommends approval of grant agreement and authorizes the Director of Public Works to execute the agreement and administer all grant requirements.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



September 11, 2013

► **REQUIRES IMMEDIATE ACTION** ◀

**Boating Infrastructure
Grant# FY13B2TEDH
Grant Amount: \$25,000.00**

Michael M. Lemens, Interim Director Of Public Works
City Of Kenosha
625 52nd St, Room 208
Kenosha, WI 53140

Dear Mr. Lemens:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Kenosha Harbor Feasibility Study*

Please review the agreement and return the original signed by the authorized official **within 30 days of this letter's date** to Kathleen Wolski at the Southeast Region, 2300 N Dr Martin Luther King Jr Dr, Milwaukee, WI 53212. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

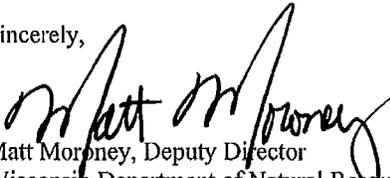
Grant Award Time Period: July 1, 2013 through June 30, 2015. All project activities must occur within this time period to be eligible costs for reimbursement.

Reimbursement Check: Your reimbursement check will be mailed to City Of Kenosha, Michael M. Lemens, 625 52nd St, Room 208, Kenosha, WI 53140. This is the check recipient that appears in our records.

Changes to the approved project scope may not be made without prior approval from the Department.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Kathleen. Feel free to contact Kathleen at 414-263-8670, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,



Matt Moroney, Deputy Director
Wisconsin Department of Natural Resources

Enclosure(s)

C: Kathleen Wolski – SER

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor		Project Number	
City Of Kenosha		FY13B2TEDH	
Project Title			
Kenosha Harbor Feasibility Study			
Period Covered by This Agreement		Name of Program	
July 1, 2013 Through June 30, 2015		Boating Infrastructure Grant Program	
Project Scope and Description of Project			
<p>The City of Kenosha will develop a feasibility study and alternatives analysis of the Lake Michigan Kenosha harbor area. This will entail gathering the City's historical bathymetric and dredging data, conducting a new bathymetric survey, numeric modeling and preliminary engineering required to achieve a sustainable, all-weather harbor for non-trailerable transient recreational boats.</p>			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:	
Total Project Cost	\$126,000.00	<ol style="list-style-type: none"> 1. 50 CFR Part 86, 43 CFR Part 12 2. US Fish & Wildlife Grant Award dated 09/05/2013 	
Cost-Share Percentage	20%		
State Aid Amount	\$25,000.00		
Project Sponsor Share	\$101,000.00		

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Boating Infrastructure and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, 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. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$25,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 75 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

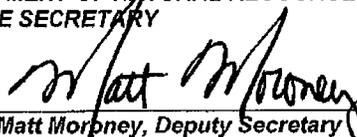
The federal funds for this project are part of a Sport Fish Restoration grant Boating Infrastructure Grant (BIG) program (FY13YB2/F13AP00986), awarded to Department of Natural Resources and administered by the U. S. Fish and Wildlife Service. As a

subrecipient of these federal funds, the sponsor agrees to comply with the following federal financial administration requirements: 2CFR Part 225 for cost principles, Office Management and Budget (OMB) circulars A-102 for administrative requirements and A-133 for audit requirements, and Federal Rules 50CFR Part 86 and 43 CFR Part 12. The sponsor agrees to have an audit in accordance with OMB Circular A-133 if they expend \$500,000 or more in federal awards during the fiscal year.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

By  _____
Matt Moroney, Deputy Secretary
Wisconsin Department of Natural Resources

(Title)

9/11/13

(Date)



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Wildlife and Sport Fish Restoration Programs
5600 American Boulevard West, Suite 990
Bloomington, Minnesota 55437-1458

IN REPLY REFER TO:

FWS/R3/MBSP-WSFR

September 5, 2013

Ms. Cathy Stepp, Secretary
Department of Natural Resources
P.O. Box 7921, 101 South Webster Street
Madison, Wisconsin 53703

Dear Ms. Stepp:

This letter is to notify you that we have approved your Application for Federal Assistance (AFA or SF-424) and supporting grant documents in our Financial and Business Management System (FBMS) as follows:

FBMS Grant/Modification Number: F13AP00986
Grant Title: BIG Tier 1 FY13
CFDA Number(s): ~~15.605~~ 15.622 per Linnea Moy Fish+Wildlife 9/12/13
Effective Date: July 1, 2013
Start Date: July 1, 2013
End Date: June 30, 2015

Performance and Financial (SF-425) Reporting Milestones:
Interim Reports Due: September 28, 2014
Final Reports Due: September 28, 2015

The approved Federal share, Federal funds obligated, and Subject to Availability of Funding (SAF) amounts by FBMS Work Breakdown Structure (WBS) are as follows:

Federal Program	FBMS WBS Number	Federal Share Approved	Federal Funds Obligated	Federal Funds SAF
BIGP (Round 2)	FGWF9771030000	\$25,000.00	\$25,000.00	\$0.00
	Total	\$25,000.00	\$25,000.00	\$0.00

An AFA (SF-424) modification (revision or continuation) will be required to add or delete a project, increase or decrease the Federal funds, modify the period of performance, and/or change key personnel on the Grant.

Kenosha Harbor

TERMS OF ACCEPTANCE:

Acceptance of a Federal Financial award from the U.S. Fish and Wildlife Service (Service) carries with it the responsibility to be aware of and comply with the terms and conditions of the award

(http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm and Department of Interior Policy, 305 DM 3, "Integrity of Scientific and Scholarly Activities"). Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by, the Service and are subject to the terms and conditions incorporated in pertinent Federal regulations, policies, and guidelines, which can be found at <http://wsfrprograms.fws.gov/Subpages/ToolkitFiles/toolkit.pdf> and with the conditions detailed below.

CONDITIONS:

REPORTS: For guidance on financial and performance reporting requirements, reference Service Manual Chapters 516 FW 1 and 516 FW 2, and 43 CFR 12.80 and 12.81. Key requirements are as follows:

Financial Grantees must use the SF-425, Federal Financial Report, for reporting the status of funds under an award. Financial reports will contain cumulative cost information.

Performance For Performance Reporting requirements refer to 43 CFR 12.80 and Service Manual Chapter 516 FW 2 and other related chapters.

Performance Reports will contain, for each grant, brief information on the following: a comparison of planned versus actual accomplishments including costs as outlined in the grant, the reasons for slippage if objectives were not met; and additional pertinent information including explanation of cost overruns. Cost figures in the programmatic performance reports are not subject to audit and may not reflect certified costs identified on the Federal Financial Report.

Performance reporting for land acquisition grants requires more extensive reporting due to the permanent Federal interest in such property. For land acquisition grants, performance reporting will include a Lands Summary Statement and associated documents such as, but not limited to, appraisals, appraisal reviews, transaction summaries, title vesting evidence, State Attorney General Certificates, plats, survey maps and other miscellaneous documentation.

Due Dates Grantees must submit final Federal Financial and Performance Reports to the Wildlife and Sport Fish Restoration (WSFR) Chief no later than 90 calendar days after the ending date of the funding period or termination of grant support.

Grantees must submit interim Federal Financial and Performance Reports to the WSFR Chief annually no later than the month/day noted above in the Reporting Milestones section.

REQUESTS FOR REPORTING DUE DATE EXTENSIONS MUST BE RECEIVED BY THE WSFR CHIEF BEFORE THE ORIGINAL DUE DATE. Due dates may be extended 90 calendar days by the Service upon receipt of a written request addressed to the WSFR Chief (or the WSFR Chief's fiscal/program representative) identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The WSFR Chief may, upon receipt of a written request from the grantee, approve an additional extension if justified by a catastrophe that significantly impairs the grantee's operations.

Sanctions for Noncompliance Failure to comply with reporting requirements will result in various sanctions which are detailed in Service Manual Chapter 516 FW 1.13 through 1.16.

LEVEL OF COST ACCOUNTING

Grantee must certify and is accountable for cost data at the FBMS Grant Number level.

MATCHING (COST SHARING)

Grantee must certify and is accountable for matching (cost sharing) at the FBMS Grant Number level.

PRE-AGREEMENT COSTS

In accordance with 50 CFR 80.94, pre-agreement costs in the amount of \$25,000.00 specified in the grant documents are approved.

FEDERAL SHARE NOT TO EXCEED 75 PERCENT

Grant is eligible for reimbursement of amount obligated, not to exceed 75 percent of total expenditures.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

In accordance with 2 CFR Part 170, the grantee is required to report first-tier sub-award obligations of \$25,000 or more in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSFR - URL: <http://www.fsrs.gov>) when certain conditions apply. In addition, grantees **AND** sub-grantees are required to report executive compensation of the five most highly compensated executives for the preceding fiscal year when certain conditions apply. Refer to FFATA Guidance in Service Memorandum dated February 23, 2012 for questions and answers (Q&A).

SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIVERSAL IDENTIFIER (DUNS)

In accordance with 2 CFR Subtitle A, Chapter I, and Part 25, grantees are required to register in the SAM (URL: <https://www.sam.gov/portal/public/SAM/>) prior to submitting a grant application. Registration in SAM is required in order to enable FBMS payments to

grantees in the U.S. Treasury Automated Application for Payments (ASAP) system. The grantee is also responsible for actively (at least annually) ensuring that the information in SAM remains current, accurate, and complete while it has active, open grant awards. Further, the grantee must furnish its Dun & Bradstreet Data Universal Numbering System (DUNS) number in each grant application (SF-424). In addition, grantees must obtain DUNS numbers from sub-grantees prior to issuing sub-awards under Service awards. Refer to Appendix A to Part 25 for the complete award term and details.

USEFUL LIFE

The Service concurs in the useful life or the lengthened useful life that the grantee proposed for each capital improvement that will be constructed or rehabilitated under this grant.

If you should have any questions, please contact our office at 612-713-5130.

Sincerely,

A handwritten signature in blue ink that reads "James B. Hodgson, Acting For". The signature is written in a cursive style.

James B. Hodgson, Chief
Wildlife and Sport Fish Restoration Programs

cc: Ms. Carol Bentzler, Federal Aid Coordinator



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
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DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
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September 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 Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City.*

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 has continued to work with Julie for applying for funds to aid the City in implementing these beach enhancements to improve the nearshore water quality. With this collaboration Julie was able to secure \$150,000 to begin implementation of the concept plans for Simmon's Island and Eichelman beaches. This will be part of a phased in approach to improve water quality of our beaches and nearshore Lake Michigan by the Kenosha Stormwater Utility and collaboration with outside funding sources.

RECOMMENDATION

Staff recommends approval for the addition of beach enhancements that will be funded through the Kenosha Stormwater Utility for Water Quality Improvements of the nearshore of Lake Michigan.

STANDARD TERMS AND CONDITIONS

TERMINATION OF CONTRACT: This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to terminate, and an opportunity for consultation with the terminating party prior to termination. Final payment will be adjusted to reflect actual work completed.

CHANGES: The University may, from time to time, request changes in the scope of services to be performed by the Contractor in this Agreement. These changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this Agreement.

NONDISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in Wisconsin Statutes s. 51.01(5) 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 form of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in a conspicuous place, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

EXAMINATION OF RECORDS: All records incurred under this Agreement are subject to audit by the University and/or the cognizant federal audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs relating to this contract.

COPYRIGHT: The Contractor affirms that to the best of its knowledge all materials furnished and used are its own original material or materials which they have obtained the copyright to use for the purposes of this Agreement. Written copies of copyright clearances may be required by the University.

The Contractor agrees that the copyright and all other rights pertaining to the work furnished under this Agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.

PUBLICATION REQUIREMENTS: Any publication resulting from this Agreement must include the following acknowledgement of support, whether copyrighted or not: "This material is based upon work supported by..." The University and/or the sponsoring government agency reserve a royalty-free, nonexclusive and irrevocable License to reproduce, publish, otherwise use and to authorize others to use the work for government purposes.

LIABILITY: The Contractor shall save, keep harmless and defend The State of Wisconsin, The Board of Regents of The University of Wisconsin System and all of its officers, employees and agents against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incidental to or arising out of the services performed under this Agreement.

INSURANCE: The Contractor may be required to show evidence of financial responsibility by providing certificate of insurance for worker's compensation and liability coverage as determined by UW System Administration Risk Management Office. Liability coverage shall include the Board of Regents of the University of Wisconsin System on behalf of the UW Institution as additional named insureds.

EMPLOYMENT: This Agreement does not and shall not create nor imply an employee/employer relationship between the Contractor and the University.

INVOICING: Itemized invoices referencing the Agreement # must be submitted to:

UW Oshkosh
Accounts Payable
PO Box 2884
Oshkosh, WI 54903-2884

RESOLUTION NO. _____

SPONSOR: ALDERPERSON KEVIN E. MATHEWSON

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2013 BY DECREASING PK-03-001 “PARK RENOVATIONS” IN THE AMOUNT OF \$15,000 AND TO CREATE CAPITAL IMPROVEMENT LINE ITEM PK-03-002 “ROOSEVELT PARK PLAYGROUND EQUIPMENT” IN THE AMOUNT OF \$15,000 FOR A NET CHANGE OF \$0

WHEREAS, Roosevelt Park is a City park of approximately six acres generally located at 6801 - 34th Avenue; and

WHEREAS, the proximity of Roosevelt Park being immediately north of Roosevelt Elementary School and adjacent to residential areas, which residential areas generally contain older, single-family homes, makes the park conducive for use by neighborhood children; and

WHEREAS, Roosevelt Park has amenities such as a baseball diamond, a spray pad, and basketball and tennis courts, which attract families from outside of its adjacent neighborhoods; and

WHEREAS, Roosevelt Park has play equipment, such as swing sets, that are widely used despite being limited in variety and outdated, and further, that due to the age of the play equipment, are in need of frequent repair; and

WHEREAS, the tennis courts and swings are scheduled to be removed in 2014, which removal creates opportunity for replacing those items with functional and convenient play equipment; and

WHEREAS, the Roosevelt Elementary School Parent Teacher Organization has communicated with City staff about possible upgrades to existing play equipment at Roosevelt Park so that the students and the community can benefit from the new amenities; and

WHEREAS, the President of the Roosevelt Elementary School Parent Teacher Organization has met with the City's Parks Superintendent, and together they have concurred on appropriate upgrades to existing play equipment at Roosevelt Park that will cost an estimated amount of \$25,500; and

WHEREAS, the Roosevelt Elementary School Parent Teacher Organization has approved a donation of \$10,500 toward the acquisition and installation the appropriate upgrades to existing play equipment at Roosevelt Park; and

NOW, THEREFORE BE IT RESOLVED that the Common Council urges the Board of Park Commissioners to install new play equipment of the type recommended by the City's Park Superintendent, at Roosevelt Park as soon as practicable after funds are appropriated for such play equipment acquisition and installation.

BE IT FURTHER RESOLVED by the Common Council for the City of Kenosha the Capital Improvement Program be, and hereby amended as follows:

Line Item	Description	Available Authorization	Authorization Adjustment	Amended Authorization
PK-03-001	Park Renovations	\$51,933	(\$15,000)	\$36,933
PK-03-002	Roosevelt Playground Equipment	0	\$15,000	\$15,000

Adopted this ____ day of _____, 2013.

ATTEST: _____ City Clerk
Debra Salas

APPROVED: _____ Mayor Date: _____
Keith Bosman

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION _____

SPONSOR: MAYOR
CO-SPONSOR: ALDERPERSON MICHAEL J. ORTH

**TO URGE THE BOARD OF PARK COMMISSIONERS
TO SUSPEND CONSTRUCTION OF A DOG PARK IN
SOUTHPORT PARK**

WHEREAS, on April 8, 2013, the Board of Park Commissioners approved the Master Plan for Southport Park which included the construction of a dog park; and

WHEREAS, since the Master Plan for Southport Park was approved, there has been considerable debate with regard to the proposed construction of a dog park in Southport Park.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Keith Bosman urges the Board of Park Commissioners to suspend construction of the dog park in Southport Park indefinitely.

Adopted this _____ day of _____, 2013.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

RESOLUTION BY THE BOARD OF PARKS COMMISSIONERS _____**SPONSOR: MICHAEL J. ORTH****TO ALLOW USE OF SOUTHPORT BEACH HOUSE
DURING WEEKDAY EVENTS WITHOUT FEE FOR
USE DURING A LIMITED PERIOD OF TIME IN
THE AUTUMN OF 2013**

WHEREAS, the Southport Beach House is a park facility used for special events by the citizens of the City of Kenosha; and

WHEREAS, the Southport Beach House has primarily been used for weekend events; and

WHEREAS, the City charges a fee for use of the Southport Beach House to recover costs associated with operation and maintenance of the facility; and

WHEREAS, the fee for use of the Southport Beach House may inhibit the full utilization of the facility during the week days; and

WHEREAS, the City desires to encourage use of the Southport Beach House during week days by creating a limited period of time during which the Southport Beach House may be reserved without fee in order to encourage potential users of the facility to explore the possibilities for continued use beyond the limited no-fee period.

NOW THEREFORE BE IT RESOLVED by the Board of Park Commissioners for the City of Kenosha that for the period of time from October 1, 2013, through December 1, 2013, the Southport Beach House may be reserved and used for events for up to three (3) hours per day on weekdays (which exclude Saturdays, Sundays, and holidays during which the Municipal Office Building is closed in celebration) without a fee for use, provided that the user comply with all other requirements of use.

Adopted this _____ day of _____, 2013.

APPROVED: _____
Michael J. Orth, Chair

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
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September 26, 2013

To: Michael Orth, Chairman
Park Commission

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

Cc: Chris Schwartz
District 2

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

BACKGROUND INFORMATION

Staff has prepared a revision to the 2012 CORP Implementation spreadsheet for an overlooked item in the 2012 to 2016 Capital Improvement Program. The CIP had \$884,034 allocated to Simmon's Island however it was not included on our 2012 Proposed Improvement Spreadsheet.

RECOMMENDATION

Staff would recommend approval of the revision to the 2012 Proposed Improvement for no change in funding per the Approved 2012 to 2016 Capital Improvement Program.

2012 Proposed Improvements

Revised 9-13-13

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
Forest	Field Improvement (West 1)	\$0	\$0	\$0
	Relocate/Upgrade Play Equipment	\$0	\$0	\$0
Hobbs (Change Request #1)	Ice Skating Rink (frame system)	\$0	\$0	\$0
	Trail (614')	\$0	\$0	\$0
Isetts (Change Request #1)	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
Lincoln	Tree Identification Plaques (\$100 ea.)	\$1,000	\$0	\$1,000
	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
Wolfenbittel	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
Simmon's Island	Phase I and Boardwalk	\$884,034	\$0	\$884,034
	CORP	\$381,805	\$35,249	
	Anderson Pool	\$416,500	\$60,000	
	Simmon's Island	\$884,034	\$0	
COMMUNITY PARKS SUBTOTAL		\$1,682,339	\$95,249	\$1,777,588

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
Veteran's Memorial	Bike Racks (2)	\$925	\$0	\$925
	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

YEAR SUMMARY - OTHER			
Type	Construction	Design	Total
Sunrise Master Plan Construction	\$507,053	\$0	\$507,053
Anderson Pool	\$416,500	\$60,000	\$476,500
Simmon's Island	\$884,034	\$0	\$884,034
Washington Park Municipal Golf Course	\$20,000	\$0	\$20,000
TOTAL	\$1,827,587	\$60,000	\$1,887,587

2012 CIP PK-10-005	
Type	Budget FY 2012
CORP	\$449,690
Anderson Pool (PK-12-001)	-\$66,500
Strawberry Creek	
Sunrise	\$507,053
Petzke	
Simmons Island	\$884,034
Design / Engineering	\$88,554
TOTAL	\$1,862,831

(This was a typo missed - was in 2013-2017 CIP)