

**City of Whitewater
Parks and Recreation Board Agenda
Tuesday, May 14, 2013 - 5:00pm
Cravath Lakefront Room
2nd Floor, Whitewater Municipal Building
312 W. Whitewater St. Whitewater, WI 53190**

Call to Order and Roll Call

Election of Parks and Recreation Board Chairperson

Election of Parks and Recreation Board Vice-Chairperson

Appointment of Parks and Recreation Board Members to the following commissions and boards

- Plan & Architectural Review Commission
- Urban Forestry Commission
- Whitewater Aquatic Center Board

Consent Agenda:

CA-A	Approval of Parks and Recreation Board minutes of April 9, 2013
CA-B	Receipt and acknowledgement of Urban Forestry Commission minutes of March 26, 2013
CA-C	Expedited approval of the following items, per staff recommendation: C-1, C-2, C-3

Hearing of Citizen Comments:

No formal action will be taken during this meeting, although issues raised may become part of a future agenda. Participants are allotted a 3 minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those issues as designated in the agenda.

Staff Reports:

Recreation & Community Events Programmer	Pig in the Park, Summer Program Update
Senior Coordinator	Resource Fair, Volunteer Policy Development
Parks & Recreation Director	Bicycle & Pedestrian Master Plan; Go Strive Launch; Sportsmanship Program & Signage; Horseshoe Pits; Effigy Mounds Preserve; Project Update

Considerations:

*C-1	Request for refund by Diana Cruz for Starin Park shelter reservation
*C-2	Request for refund by Tammy Koebler for youth baseball registration
*C-3	Request for refund by Dea Creanza for youth baseball registration
C-4	Approval of agreement with Whitewater Optimists Club regarding donation towards playground equipment at Turtle Mound Park
C-5	Approval of agreement with UW-Whitewater Student Government regarding donation towards Treyton's Field of Dreams
C-6	Review proposal for consultant services to assist with Strategic Plan
C-7	Discussion and possible action related to chemical treatment of Cravath and Trippe Lakes to create navigation channel
C-8	Schedule for future meetings and Annual Park Tour
C-9	Request for future agenda items
C-10	Adjourn

Memo

To: Parks and Recreation Board
From: Matt Amundson, Parks and Recreation Director
Date: May 9, 2013
Re: May 14, 2013 Meeting

C-1 Request for refund by Diana Cruz for Starin Park shelter reservation

Request is included in the packet, the group no longer has a need for the facility. My recommendation is to grant the request.

C-2 Request for refund by Tammy Koebler for youth baseball registration

Request is included in the packet, child has lost interest in baseball. My recommendation is to grant the request.

C-3 Request for refund by Dea Creanza for youth baseball registration

Request is included in the packet, child has conflicts with practices and games. My recommendation is to grant the request.

C-4 Approval of agreement with Whitewater Optimists Club regarding donation towards playground equipment at Turtle Mound Park

The Optimists Club has continued their support of Turtle Mound Park by generously donating \$15,000 towards the playground renovation project. The Optimists have requested naming recognition be included for this donation. In 2009, the Optimists donated \$7500 towards the shelter construction at this park and have demonstrated a long-term commitment to ensuring the quality of Turtle Mound Park. The agreement includes the terms of the donation and naming recognition and is included in your packet.

C-5 Approval of agreement with UW-Whitewater Student Government regarding donation towards Treyton's Field of Dreams

The Board has previously viewed this agreement and dates have been adjusted. The agreement is included in your packet and outlines the terms of a \$10,000 donation from UW-Whitewater student government.

C-6 Discussion related to the creation of a butterfly friendly area within city park system

I would like to discuss a proposal that I have received from Ryan Garcia of Schreiber Anderson & Associates for this work. I have included the proposal in the packet.

C-7 Discussion and possible action related to chemical treatment of Cravath and Trippe Lakes to create navigational channel

I have included a proposal received from Stantec and have requested similar proposals from two other potential contractors. The proposal would continue EWM treatment in a chemical manner while adding chemical treatment for the creation of a navigational channel 50' wide on both lakes.

C-8 Schedule for future meetings and Annual Park Tour

I would like the board to discuss the scheduling of the Annual Park Tour and confirm that the 2nd Tuesday of the month schedule is working for the Board.

Your consideration of these matters is greatly appreciated.

Thanks!

Matt Amundson,
Parks & Recreation Director

**City of Whitewater
Parks and Recreation Board
Minutes**

Monday, April 9, 2013 - 5:00pm

Cravath Lakefront Room - 2nd Floor, City Municipal Building
312 W. Whitewater St. Whitewater, WI 53190

Call to Order and Roll Call

Brandon Knedler, Bruce Parker, Rachel Deporter, and Nate Jaeger. Absent: Ken Kidd, Teri Smith, and Jen Kaina.

Staff: Matt Amundson, Deb Weberpal, Michelle Dujardin, Chuck Nass and Abby Schyvinch

Guests: Richard Helmick, Denay Trykowski, Jean Mills

Consent Agenda:

Approval of Parks and Recreation Board minutes of March 4, 2013, receipt and acknowledgement of Urban Forestry Commission minutes of February 26, 2013, and expedited approval of request by UW-W Student Group for waived rental fees at Starin Park to hold "Save Second Base" on April 27th which will benefit the Susan G. Komen Foundation.

Deporter moved to accept the consent agenda. Second by Parker. Ayes: Jaeger, Parker, Deporter, and Knedler. Noes: None. Abstain: None. Absent: Kidd, Smith, and Kaina. Motion passed.

Hearing of Citizen Comments:

No formal action will be taken during this meeting, although issues raised may become part of a future agenda. Participants are allotted a 3 minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those issues as designated in the agenda.

There were no comments

Staff Reports:

Recreation and Special Events Coordinator

- We participated in W3 Wellfest on March 10. There was decent attendance. The Zumba and cooking sessions were very well attended. Weberpal taught the Tai Chi class.
- The Brochure went online last week and will be published within the next 1½ weeks. Online registration opened April 3. In person registration hours will be three Saturdays: April 12 and 27 and May 4. The brochure will go out in the Good Morning in the April 24 issue.

Streets, Parks and Forestry Superintendent

- The UFC has been tasked with obtaining information on becoming a Bird City USA.

Parks & Recreation Director

- Storm water projects have been approved for this year and include the James Street detention basin and the shoreline restoration along Whitewater Creek from Main Street to Starin Road.
- Applying for 2014 DNR grants for construction of detention basins in Clay Street Nature Park and Meadowsweet Park and the second phase of Whitewater Creek restoration going from Starin Rd to the Whitewater Creek Preserve.
- The project manager on the Bicycle & Pedestrian Master Plan has accepted a position with the DNR.
- The Cravath Lakefront stakeholders meeting is scheduled for April 18 at 6:00 pm to discuss the event space at the park and tree planting.
- Introduced Abby Schyvinch, the new Sports Coordinator.

Sports Coordinator

- There are 9 baseball and 4 softball teams. Currently she is visiting businesses for sponsorships. The 10u/12u schedules are started, on April 13 is a skills camp, April 17 is a coaches meeting and April 29 practices begin.

Senior Coordinator

- The volunteer appreciation will be Thursday April 25 with a baseball theme. The Madison Mallards have been invited. This is one of the intern's projects.
- The Senior Resource Fair on Thursday, May 2, currently has over 40 vendors committed. This is also an intern project.

Discussion related to camping location of 4th of July carnival employees

- Amundson referred to packet and gave a brief history of the carnival worker's "campsites". Trippe Lake Park is for public use and the site of our daily Kids Escape program and is not viewed as a viable site for the workers.
- Parker commented that wherever the camp is established in 2014 they need water and electricity for one week. Power was installed on the south side of Trippe Lake shelter for this and other purposes. They need to be within walking distance of Cravath Lakefront and the carnival owner is conscientious and willing to address any problems.
- Jean Mills commented that these are also families not just the workers to remember there are children involved when deciding on a site.
- A reminder was made to make sure the group has an exemption for camping while in the Starin Park this year.
- Parker suggested the old Alpha Cast Site

5:23 Dr. Kidd Arrived

Discussion and possible action related to the site and landscape plan for Treyton's Field of Dreams

Amundson reported there will be a site plan submission to the Plan Commission on May 13. The landscape plan will show the trees and will include the parking plan. The concession stand has been removed from Strand's plan. The Design Alliance is designing the concession stand. Comments from the last meeting have been sent to them and they agree with the ideas..

Knedler moved to accept the plan as presented and forward to the Plan commission. Second by Deporter . Ayes: Jaeger, Parker, Deporter, Kidd, and Knedler. Noes: None. Abstain: None. Absent: Smith and Kaina. Motion passed.

Discussion and possible action related to proposed treatment of garlic mustard at Effigy Mounds Preserve (Friends of the Effigy Mounds)

- Denay Trykowski with Friends of the Mounds (FOTM) showed videos of the garlic mustard, burdock and common mullein invasives at the Mounds. She commented that hand pulling of the rosettes is the best way to combat garlic mustard, but DNR doesn't allow pulling/digging on the Mounds.
- Amundson commented that the State Archeologist will allow hand digging, but this is not currently in writing. Amundson would like priorities established to combat invasives and also commented that the board previously approved removing the turf grass and planting prairie grass on the mounds.
- Kidd inquired as to what the Eagle Scout did last year and Trykowski commented that there isn't much difference this year and that it takes seven years of hand pulling to get rid of garlic mustard.
- Nass inquired about mowing the invasives. Stated it works until the natives come in. Mowing would put the prairie on hold for 7 years but the ability to identify the path may be an issue.

- Kidd: Thought mowing was approved last fall with perennials on eh Mounds and then we would decide areas to maintain.
- Questions to be answered: Can invasives be controlled by mowing and can it be mowed low enough to differentiate the trails and still combat invasives?

Discussion and possible action on landscaping improvements to the Effigy Mounds Preserve (Friends of the Effigy Mounds)

- Trykowski presented plans for plantings in the area between Indian Mounds Parkway and the fence. The plans are also in the board packet. Trykowski inquired if the fence is not catalogued can they plant there?
- Amundson commented the group should have the Wisconsin Archeologist onsite when the planting occur so it can be documented or have written permission.
- Knedler commented the project has the support of the UFC.
- Parker questioned the amount of staff time needed versus Volunteer time. Trykowski commented the intent is for the city to mow and the planting and weeding to be done by volunteers.
- Trykowski commented the funding is available for pods 1 & 2 this year provided that volunteers can water and weed, as in the first year water is very important to establishing the plants.
- Amundson commented the open area plan previously was for oak savannah and prairie. Trykowski commented that pods 1-5 are full sun plantings and any future oak trees may shade them.
- Kidd likes the plan as it is more garden like rather than prairie, which people often identify as weeds.
- Parker asked about signage so people know what the plan is for future plantings.

Kidd moved to approve the concept of the landscape plan with pods 1 & 2 this year and evaluate the success before moving forward with the plan. Adding signage so people will understand what the intent of the area is. Second by Knedler. Ayes: Jaeger, Parker, Deporter, Kidd, and Knedler. Noes: None. Abstain: None. Absent: Smith and Kaina. Motion passed.

C-5 and C-6 were tabled for next meeting

C-8 Request for future agenda items

C-9 Adjourn

7:00 pm. Motion by Parker. Second by Knedler. Affirmed by voice vote.

Next meeting: Tuesday, May 14, at 5:00 pm

Respectfully submitted,



Debra Weberpal

**City of Whitewater
Urban Forestry Commission Meeting
Tuesday, March 26, 2012**

Call to order by Chairperson, Tiiu Gray-Fow.

Roll call:

Members present: Tiiu Gray-Fow, Karen McCulloch, Karen Coburn, Andrew Crone, Brandon Knedler

City staff present: Chuck Nass,

Approval of Agenda:

Motion by Karen Coburn to approve the Agenda. Second by Karen McCulloch.
Unanimous approval.

Approval of Minutes of February 26, 2013 meeting:

Motion to approve by Andrew Crone. Second by Brandon Knedler,
Unanimous approval.

Consideration 3:

Nass stated the Emerald Ash Borer event is scheduled for April 3rd at 6:00 at Cravath Lakefront Building. Residents can learn about what they can do for their trees. EAB is exploding in southern Walworth County. The DNR will release an Asian wasp at Bigfoot Beach to try to combat it. The EAB notice is already on cable. It will also be on the Banner and city's website.

Consideration 4:

Jay Craggs arrives at this time.

Denay Trykowski, of Friends of the Effigy Mounds discussed plans to provide landscaping at the Effigy Mounds. She stated that bare root trays of plants will be \$106. Their landscape plans will only look at the uncatalogued area of the Preserve. However, Nass believes the entire area was catalogued. There is nothing in writing. The Director of Preservation at the "state archeologist" office will be contacted. The FOTEM would like a seating area, kiosk, and various options for the layout of display gardens, and a high relief replica of the mounds.

The proposed plantings will be at 30% density, which is half of the recommended 1 plant per square foot. But the plan will use mulch between plants.

\$8,890 is the estimated costs. There is a \$2,000 budgeted by Park and Rec Department for landscaping.

Motion to support the FOTEM plan

Crone makes a motion to support the plan as a good starting point

Second by Coburn,

Unanimous approval

Consideration 5:

There will be a meeting for Cravath Lakefront Park Stakeholders on April 18th at 6:00pm at the Lakefront Building. Discussed will be the future use of the park.

Staff reports.

Nass stated three Trees on Prairie St. will be taken out because they are in bad shape. They will be replanted this spring with smaller trees because they are under wires. The trees will have tree guards. Trees will go in on west side as well, those trees can be canopy trees.

Regarding EAB, all four inch trees were taken out. 108 were taken out in two days. Next stage is to send letters to let people with larger trees know they have ash and what their options are. Only serious safety hazard trees will be removed. Otherwise they will stay up until they are a safety hazard. Treatment will take place from the middle of May to middle of June. Four staff have been trained and treatment will take about two weeks.

No other trees are affected by any of the current adjustments to Treyton's Field of Dreams.

Bird city: Nass wants person to come down and talk to us. Knedler says we will start oiling eggs to keep geese population down.

Move to adjourn:

Motion by Andrew Crone. Second by Karen McCulloch.

Unanimous approval.

Respectfully submitted:

Andrew Crone

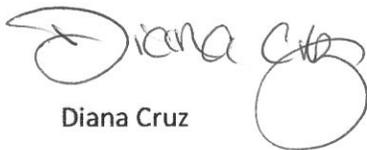
UFC Secretary

Diana Cruz
334 N Cherry St
Whitewater, WI 53190

To: Parks and Recreations
Rec: Cancellation of Reservation

I am writing this letter to inform the parks and recreation committee that I will be canceling the reservation I had made online for May 25th, 2013 at the Starin Park Lower Shelter. The reason for my cancellation is that I had spoken to my mother in law and due to past experience with the weather in the month of May we would not need the lower shelter. I would prefer to host the event indoor; the church I attend to has allowed us to host the event there. Sorry of the inconvenience.

Sincerely,


Diana Cruz

Matt Amundson

From: Tammy Koebler [tjkoebler@yahoo.com]
Sent: Friday, May 03, 2013 4:11 PM
To: Matt Amundson
Subject: Re: Baseball Team Assignment & Introduction

hi Matt,

I am really sorry to be a pest but my son just shared with that he is much more interested in staying with track in the spring time then baseball as a freshman so i am inclined to ask is there any way he could tactfully back out of this season and I could be refunded??? I do apologize for the late nature but appreciate his sentiments in sticking to his running instead.

Thanks in advance, whatever you could do would be great!!

Tammy

From: Matt Amundson <MAmundson@whitewater-wi.gov>
To: 'Tammy Koebler' <tjkoebler@yahoo.com>
Sent: Friday, May 3, 2013 1:41 PM
Subject: RE: Baseball Team Assignment & Introduction

Tammy,

We no longer collect the jerseys. They are the boys to keep. Jimmy will be issued a new jersey prior to games starting this season.

Matt

From: Tammy Koebler [mailto:tjkoebler@yahoo.com]
Sent: Friday, May 03, 2013 1:02 PM
To: Matt Amundson
Subject: Re: Baseball Team Assignment & Introduction

hello again Matt,

I have a question about a jersey we must have forgotten to turn in last year and could he use it again considering its the same team name???? Its the # 31 if that helps.

thanks

Tammy

From: Matt Amundson <MAmundson@whitewater-wi.gov>
To: "'mbrown0191@charter.net'" <mbrown0191@charter.net>; "'mcmanawayg@yahoo.com'" <mcmanawayg@yahoo.com>; "'jensethnathan@gmail.com'" <jensethnathan@gmail.com>; "'kdrays@idcnet.com'" <kdrays@idcnet.com>; "'tarafuchs@yahoo.com'" <tarafuchs@yahoo.com>; "'belinda2711@charter.net'" <belinda2711@charter.net>; "'ktsheffl@yahoo.com'" <ktsheffl@yahoo.com>; "'brendastallman@yahoo.com'" <brendastallman@yahoo.com>; "'tjkoebler@yahoo.com'" <tjkoebler@yahoo.com>; "'j-cady@sbcglobal.net'" <j-cady@sbcglobal.net>; "'rtzuehlke@sbcglobal.net'" <rtzuehlke@sbcglobal.net>; "'specialblendmom@yahoo.com'" <specialblendmom@yahoo.com>; "'klozano3@yahoo.com'" <klozano3@yahoo.com>; "'ZAVADSKY, TYLER J'" <ZavadskyTJ01@uww.edu>
Cc: 'Jeremy Niemuth' <jpniemuth@idcnet.com>
Sent: Friday, May 3, 2013 11:41 AM
Subject: RE: Baseball Team Assignment & Introduction

This evening's practice will be canceled due to the weather, I contemplated moving inside but feel that an outdoor practice will be much more beneficial and needed at this point.

Matt Amundson

From: Abby Schyvinch
Sent: Thursday, May 02, 2013 1:52 PM
To: Matt Amundson
Subject: FW: Baseball/ Softball Information

FYI

From: dcreanza@co.walworth.wi.us [mailto:dcreanza@co.walworth.wi.us]
Sent: Thursday, May 02, 2013 1:31 PM
To: Abby Schyvinch
Subject: Re: Baseball/ Softball Information

Hi Abby,

My son Joseph Creanza has had conflicts with his previously scheduled baseball practices and given the fact that he will be gone for 3-4 weeks this summer he has decided to resign from the Burntness Chevrolet team.

Sorry for any inconvenience.

Dea Creanza, MSSW
Aging and Disability Resource Center of Walworth County
ADRC Specialist
P.O. Box 1005
Elkhorn, WI 53121
262-741-3276
dcreanza@co.walworth.wi.us

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From: Abby Schyvinch <ASchyvinch@whitewater-wi.gov>
To: "agunnink@charter.net" <agunnink@charter.net>, "ajetd@yahoo.com" <ajetd@yahoo.com>, "akuhl72@yahoo.com" <akuhl72@yahoo.com>, "alexgogo@yahoo.com" <alexgogo@yahoo.com>, "alexisharley2000@yahoo.com" <alexisharley2000@yahoo.com>, "amie2chance@gmail.com" <amie2chance@gmail.com>, "amy.sharlow@sbcglobal.net" <amy.sharlow@sbcglobal.net>, "angela_stevenson0317@hotmail.com" <angela_stevenson0317@hotmail.com>, "Angels42009@hotmail.com" <Angels42009@hotmail.com>, "aproverbs31gal@charter.net" <aproverbs31gal@charter.net>, "avandaele@wwusd.org" <avandaele@wwusd.org>, "babcock@milton.k12.wi.us" <babcock@milton.k12.wi.us>, "barrettshelli@yahoo.com" <barrettshelli@yahoo.com>, "BaumeistJL17@uww.edu" <BaumeistJL17@uww.edu>, "belinda2711@charter.net" <belinda2711@charter.net>, "besth@att.net" <besth@att.net>, "billiejo200057@msn.com" <billiejo200057@msn.com>, "bknedler@hotmail.com" <bknedler@hotmail.com>, "bohio@peoplepc.com" <bohio@peoplepc.com>, "brbress@gmail.com" <brbress@gmail.com>, "brendastallman@yahoo.com" <brendastallman@yahoo.com>, "brenmurray22@gmail.com" <brenmurray22@gmail.com>, "brianmattison@hotmail.com" <brianmattison@hotmail.com>, "bslucht@hotmail.com" <bslucht@hotmail.com>, "c4bucky@hotmail.com" <c4bucky@hotmail.com>, "carollok@uww.edu" <carollok@uww.edu>, "cbergman@netwurx.net" <cbergman@netwurx.net>, "chris_p53714@yahoo.com" <chris_p53714@yahoo.com>, "cinharkness@yahoo.com" <cinharkness@yahoo.com>, "ckmayer@charter.net" <ckmayer@charter.net>, "cmfero@yahoo.com" <cmfero@yahoo.com>, "crone.andrew@gmail.com" <crone.andrew@gmail.com>, "cwilson713@yahoo.com" <cwilson713@yahoo.com>, "dalzin@charter.net" <dalzin@charter.net>, "darthdog13@hotmail.com"

Agreement Between
The City of Whitewater Parks and Recreation Department (City)
and
Whitewater Community Optimists Club (Optimists)

I. THE PARTIES

- 1.01 The City of Whitewater, a Wisconsin municipal corporation, doing business at 312 W. Whitewater Street, Whitewater, Wisconsin (“City”).
- 1.02 The Whitewater Community Optimists Club, a service organization serving the Whitewater Community, Whitewater, Wisconsin (“Optimists”)

II. THE RECITALS

WHEREAS,

- 2.01 The City and Optimists have a mutual interest in the improvement of Turtle Mound Park, a City Park located at 1602 W Turtle Mound Circle in Whitewater, Wisconsin.
- 2.02 The Optimists can assist the City financially in the improvement of Turtle Mound Park and seek recognition for their monetary commitment.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 Optimists will provide funds in the amount of \$15,000 towards the improvement of the playground at Turtle Mound Park. The payment will be divided into three payments to the City of \$5,000.
- 3.03 The payment by Optimists will be divided into three payments to the City of \$5,000. The first payment will be made at the approval of the agreement by both parties. The second payment will be made on January 1, 2014 and the final payment will be made on January 1, 2015.
- 3.04 The Optimists will provide three members to serve on a committee that selects the new equipment for the park.
- 3.05 The City will facilitate the planning, construction, and maintenance of this playground improvement project.

- 3.06 The City will provide recognition of this contribution by re-naming Turtle Mound Park to Optimists Turtle Mound Park. The City will list the new name of the park in all city publications. The existing park sign will remain until the need for replacement. At the time of sign replacement, the name will be updated in accordance with this agreement.
- 3.07 The naming agreement will terminate on December 31, 2034.

IV. SEVERABILITY

- 4.01 In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

V. INDEMNIFICATION

- 5.01 **For good and valuable consideration as set forth in this agreement, UW-W agrees to indemnify, defend and hold harmless The City and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising out of this agreement, caused in whole or in part by UW-W, its officers, officials, employees, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of The City.**

VI. SUBSEQUENT AMENDMENTS

- 6.01 Any subsequent amendments, modifications or the like to this agreement shall be by mutual written agreement and signed by all parties.

[SIGNATURES CONTINUED ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this _____ day of _____, 2013.

Whitewater Community Optimists Club (Optimists)

BY: _____

Title: _____
Whitewater Community Optimists Club
Michael Ciardo, President

City of Whitewater

BY: _____
City of Whitewater
Cameron Clapper, City Manager

BY: _____
City of Whitewater
Matt Amundson, Parks & Recreation Director

Agreement Between

The City of Whitewater Parks and Recreation Department (City) and University of Wisconsin Whitewater Office of Career & Leadership (UW-W)

I. THE PARTIES

- 1.01 The City of Whitewater, a Wisconsin municipal corporation, doing business at 312 W. Whitewater Street, Whitewater, Wisconsin (“City”).
- 1.02 The University of Wisconsin Whitewater, an educational institution of the State of Wisconsin, doing business at 800 W Main Street, Whitewater, Wisconsin (“UW-W”)

II. THE RECITALS

WHEREAS,

- 2.01 The City and UW-W have a mutual interest in the development of Treyton’s Field of Dreams to be located at Starin Park, a City Park located at 504 W Starin Road in Whitewater, Wisconsin.
- 2.02 UW-W can assist the City in the development of Treyton’s Field of Dreams and has an interest in the utilization of this community resource after it is constructed.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 UW-W will provide funds in the amount of \$10,000 towards the construction of Treyton’s Field of Dreams on the behalf of its student members.
- 3.03 The City will provide recognition of this contribution consistent with other financial contributions to the project.
- 3.04 UW-W will have scheduling priority following the City’s scheduling of events at Treyton’s Field of Dreams for a minimum of four hours per week until December 31, 2023.
- 3.05 UW-W will receive free use of the facility Treyton’s Field of Dreams for the four hours per week mentioned in article 3.04 until December 31, 2015. The use will be limited to recognized student organizations on campus as defined by UW-W Career & Leadership.

- 3.06 UW-W will pay 50% of the rental fee for Treyton’s Field of Dreams from January 1, 2016 until December 31, 2023. The 50% reduction will be limited to recognized student organizations on campus as defined by UW-W Career & Leadership.
- 3.07 UW-W will be expected to comply with any rules established for the facility including beverage and concessions, approved use, and facility guidelines.

IV. SEVERABILITY

- 4.01 In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

V. INDEMNIFICATION

- 5.01 **For good and valuable consideration as set forth in this agreement, UW-W agrees to indemnify, defend and hold harmless The City and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising out of this agreement, caused in whole or in part by UW-W, its officers, officials, employees, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of The City.**

VI. SUBSEQUENT AMENDMENTS

- 6.01 Any subsequent amendments, modifications or the like to this agreement shall be by mutual written agreement and signed by all parties.

[SIGNATURES CONTINUED ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this _____ day of _____, 2013.

UW-Whitewater (UW-W)

BY: _____

Title: _____

UW-Whitewater
Dr. Richard Telfer, Chancellor

BY: _____

Title: _____

UW-Whitewater
Ron Bucholz, Director
Career & Leadership Development

City of Whitewater

BY: _____

City of Whitewater
Cameron Clapper, City Manager

BY: _____

City of Whitewater
Matt Amundson, Parks & Recreation Director

Landscape
Architects
Planners
Engineers

March 18, 2013

Matt Amundson, CPRP
Parks & Recreation Director
314 W. Whitewater Street
Whitewater, WI 53190

Dear Matt,

Thank you for taking the time to talk with me about your department's upcoming planning initiatives. It was a pleasure to speak with you, and I'm grateful for the opportunity to present SAA's proposal to supplement the efforts of your staff and your Parks and Recreation Board with our team's specialized abilities and approach. SAA takes pride in its legacy of success in Whitewater, including our collaboration with the city at Cravath Lakefront Park, and we look forward to serving the city as a visionary partner in evaluating and planning for community park and recreation needs in 2013 and beyond.

As we discussed over the phone on March 13, SAA is prepared to assist the City of Whitewater's Parks and Recreation Department in completing three critical planning and analysis tasks, as follows:

- "Benchmarking" Whitewater's park, recreation, and open space system in comparison to cohort communities, with a focus on Wisconsin communities with state university campuses;
- Review and develop recommendations related to the city's existing parkland dedication regulations and fees in the context of existing and proposed city goals and objectives;
- Provide analysis and reporting on the role of parks in local and regional economic development.

Like you, SAA sees the importance and value in conducting these key tasks as a supplement to a typical "update" of the 5-year communitywide parks and open space plan. In conducting these tasks, SAA will assist the city in confirming its position of importance as both a home to and a destination for dynamic and diverse outdoor recreation within southeastern Wisconsin.

Enclosed, you'll find a concise - yet informative - proposal for SAA Design Group to conduct this work for the city. At your request, I can provide additional information, team member résumés, and relevant project examples that illustrate SAA's understanding of, expertise in, and unique qualifications to conduct this work.

We look forward to this challenge and thank you for your consideration.

Regards,



Ryan Garcia, AICP
Senior Planner/Project Manager
SAA Design Group, Inc.

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SCOPE OF SERVICES

TASK I. BENCHMARKING WHITEWATER'S PARKS, RECREATION, AND OPEN SPACE SYSTEM

- Conduct background research and data collection. Acquire and review Whitewater's CORP Plan and up to 5 comparable community CORPs, to identify issues such as:
 - Levels of Service, for example, number of active park acres per 1,000 population;
 - Comparative analysis of depth/breadth of facilities offered;
 - Comparative analysis of recreation and parks programming;
 - Comparative analysis of parkland dedication regulations for new development and/or impact fees (groundwork to contribute to Task II, also).
- Create a "comparables" matrix, to summarize in graphic form Whitewater's competitive advantage in parks, recreation, and open space.
- Prepare an issues and opportunities memorandum which details the findings of this comparative analysis and can act as a chapter or appendix to the updated CORP plan, or as a standalone document.
- Attend one meeting of the Parks and Recreation Board to present a PowerPoint show of findings of this analysis.

Cost to complete Phase I: \$3,712

TASK II. REVIEW PARKLAND DEDICATION REGULATIONS

- Review existing city zoning, subdivision, and other ordinances referencing parkland dedication and impact fee requirements.
- Review goals and objectives as identified in CORP, Citywide Comprehensive Plan, Strategic Plan, and other city-identified documents.
- Prepare memorandum of findings, to include recommendations.
- Integrate findings into presentation identified in Task I, above.

Cost to complete Phase II: \$884

TASK III. ROLE OF PARKS IN ECONOMIC DEVELOPMENT

- Conduct literature review and contact previous clients for updated assessment of economic impacts of implemented park, recreation, and open space projects.
- Prepare a memorandum summarizing "case studies of economic impacts of parks and other recreational amenities.
- Integrate findings into presentation identified in Task I, above.

Cost to complete Phase III: \$702

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FEE FOR SERVICES

ASSUMPTIONS

This proposal assumes that the City of Whitewater will provide the most up-to-date copy of its Park and Open Space Plan, as well as local demographic and socioeconomic studies, land use changes since 2008, special regulations such as parkland dedication requirements, and other local ordinances to SAA. The city will provide all available GIS/CAD data pertaining to the project areas and will assist SAA in coordinating with coterminous or overlapping jurisdictions to obtain pertinent studies or data within the planning area. The cost proposal also assumes that each of the three main tasks will be conducted simultaneously, so as to provide the most cost effective approach to conducting data collection, report preparation, and face-to-face meetings. If the city should request additional services outside those expressly identified in the attached scope of services, a fee will be negotiated between SAA and the City of Whitewater prior to any work being performed.

NOT TO EXCEED FEE

SAA offers a not to exceed fee of **\$5,298** to perform the services as outlined in the proposal above. Payment for services will be due 30 days from the date of the invoice, issued on or about the first of each month.

Task 1	\$3,712
Task 2	\$884
Task 3	\$702
Totals	\$5,298



Stantec

Stantec Consulting Services Inc.

2841 Stanley Street
Stevens Point, WI 54481
Tel: (715) 344-9480

April 25, 2013

Mr. Matt Amundson, CPRP
Parks and Recreation Director
City of Whitewater
312 W Whitewater Street
Whitewater, WI 53190

RE: Proposal for 2013 Herbicidal Treatment for Aquatic Invasive Specie Control, Cravath and Trippe Lakes, Walworth County, Wisconsin

Dear Mr. Amundson:

In response to your request for bid, Stantec has prepared a revised proposal for chemical treatment for aquatic macrophyte control for Cravath and Trippe Lakes. We pride ourselves on our successful treatment record, being a science based company we take that approach to all of our work, including herbicidal treatments. Our application equipment is designed, constructed and tested by our staff of scientists, hydrologists and engineers. We have tracked and monitored our treatment results over the last decade and use that knowledge to provide the best quality and most cost effective treatments. This proposal briefly describes the proposed workplan, anticipated project schedule and estimated project costs. All work will be completed in accordance with applicable federal, state, and local regulations.

BACKGROUND INFORMATION

Cravath and Trippe Lakes are approximately 68-acre lake; with maximum depth of 10 feet and approximately 113-acre lake, with maximum depth of 8 feet, respectively. The lakes have experienced infestations of Aquatic Invasive Species (AIS) including; Eurasian Watermilfoil (EWM) as well as other nuisance aquatic plant growth over the past several years. We understand that the requested services for 2012 include application of an aquatic herbicide to control AIS plant growth on Cravath and Trippe Lakes. Our proposal is based off of mapping performed by SEWRPC in 2009 for lake depths, water volume (acre/feet of water) and EWM infestation. This proposal would utilize a whole lake treatment approach rather than historic spot treatments. In our experience over the last several years we have used this management approach with very good to excellent results, with results sometimes lasting for several years before retreatment would be needed. The whole lake dosing would target an approximate 250 PPB lake wide concentration of liquid 2,4-D herbicide. This approach is not only very effective for EWM control, but it acre for acre the least costly control method.

WORKPLAN

TASK 1.0 PREPARE WDNR LARGE SCALE & NPDES PERMIT APPLICATIONS

Existing background information from previous plant surveys, the current AIS plant survey and other pertinent information will be collected, reviewed, and used to better direct subsequent tasks and prepare the Wisconsin Department of Natural Resources (WDNR) permit application for chemical control. We will use the maps



created in the preliminary aquatic plant survey for the permit application, if applicable. Data will be gathered from the WDNR, the City, and any other sources available. Once the permit application is completed, it will be submitted to the City for signature and appropriate permit fees, and it will be the clients responsibility to forward the completed permit and fees to WDNR for approval.

TASK 1.1 EDUCATIONAL MAILING (OPTIONAL)

A packet of information regarding the proposed treatment would be distributed to members of the Association consistent with NR107.04 (3) that are located within or adjacent to the permitted application areas. This is a requirement of NR 107. It is assumed that the Association will provide an Excel spreadsheet mailing list of all riparian property owners to Stantec. ***It is also assumed for the purposes of this proposal that this Task will be completed by the City, and it must be completed at least 15 days prior to the chemical treatment.*** Any local publishing requirements in local newspaper(s), if the treatment is in excess of 10 acres, will be the responsibility of the District.

TASK 2.0 & 2.1 CHEMICAL TREATMENT TARGETING EWM AQUATIC PLANT GROWTH

Stantec will selectively treat areas of Cravath and Trippe Lakes consistent with the permitted application areas. To ensure that only EWM are targeted, an aquatic herbicide 2,4-D specifically for controlling those plants will be used. Areas of Cravath and Trippe Lakes that are experiencing EWM aquatic plant growth will be chemically treated using a Stantec's liquid dual boom herbicide application system. To ensure that EWM is targeted, a selective systemic herbicide with liquid 2,4-D (AM-40 or DMA-4) will be applied in early May, at a target whole lake concentration of 250 – 300 PPB equal t an application rate of 5.0 – 6.4 gal/acre liquid (2.0 – 3.0 parts per million [ppm]) based on an average water depth of 2' - 4'. Stantec will post all required public notices on docks and boat landings in the affected areas on the day of treatment.

The WDNR required treatment record (form 3200-111) documenting the total area treated and chemical(s) used on the project will be completed and submitted to the WDNR for any of the above options.

TASK 3.0 CHEMICAL TREATMENT TARGETING NATIVE NAVIGATIONAL NUISANCE SPECIES

Stantec will treat submersed native aquatic plants that are a navigational nuisance (we assume a minimum of a 8 acre treatment for the purposes of this proposal) with a combination of Tribune and Captain. This herbicide and algaecide mix will be in tank mixed and applied at an average application rate of 2.0 gal/acre of Reward and 3.0 gal/acre of Captain, and applied using subsurface injection.

TASK 4.0 POST TREATMENT AQUATIC PLANT SURVEY (OPTIONAL, BUT RECOMMENDED)

Under this task, Stantec will complete a follow-up site visit to document treatment success and level of control of target species that has been achieved. This survey will occur at least 30 days after treatment but before September 30th for EWM and/or before July 31st for CLP. The effect of the treatment will be determined by examining the relative abundance and distribution of EWM, CLP and other native aquatic plant species before and after treatment. The distribution of EWM & CLP in size and/or density, will be estimated by species frequency using an aquatic plant grapple and visual observations. This survey will be completed by a graduate scientist utilizing a Trimble sub-meter GPS, both digital and paper maps will be produced showing location and acreage of AIS present. Please note, this Task and a pre-treatment survey may be required if grant funding is obtained from WDNR.

We will fully characterize each of the aquatic plant communities, including floating leaved, free floating, submerged, and emergent plant types. Data points will be recorded using global positioning system (GPS) equipment with sub-meter accuracy. Visual observations of plants will be recorded. Aquatic plant specimens will be collected using a modified rake on a telescopic handle or a rake on a rope (for use in deeper



locations). All the sample points' geographic positions will be established and recorded using Wisconsin Transverse Mercator (WTM) or WGS 1984 coordinate system.

All Aquatic plants will be identified to the species level wherever possible. Where a species cannot be identified to species level, the genus level will be identified and a specimen will be preserved for later identification. Various website tools, field guides, and scientific dichotomous keys will be used to identify the specimen to the species level. Information will be collected to characterize species abundance ratings (frequency of occurrence, relative frequency of occurrence, density). Additional information collected at each sample location will include depth and observed or estimated bottom sediment composition. Sample points and the sample grid resolution will be established in accordance with the WDNR aquatic plant surveying protocol.

The deliverables for this PI survey will include maps documenting sample locations and AIS species present including data detailing the findings at each point sampled on both lakes, with GPS coordinates/data. This information would be provided in both digital (maps .dwg files and Excel spreadsheets) as well as paper copies of all data.

This survey can then be used for the 2013 AIS permit application as well we would recommend that the City include the post treatment survey as part of the project scope.

SCHEDULE

Work can begin on this project upon receipt of a signed contract. All fieldwork will be coordinated with the City and the WDNR, but will be completed prior to June 15, 2012.

ESTIMATED COST

Stantec will complete the services described above on a time & materials basis for labor and a fixed fee for chemical costs, not to exceed the costs outlined below, unless the acreages or application rates change beyond what was proposed in the RFP by either the client or the client's consultant. Please initial any optional tasks that are being approved now. Probable costs for completion of the described workplan are presented below;

Task 1.0 Prepare 2 WDNR Large Scale Permit Applications and Liaison with WDNR	\$250.00
Task 1.1 Educational Mailing (optional, can be completed by the City) \$150 base fee + \$2.00 each piece	actual costs
Task 2.0 Cravath Lake EWM Treatment EWM Treatment Cost whole lake dosing 0.35 PPM: EWM average application rate of 6.1 gal./acre of liquid 2,4-D Cost per acre \$135 * 7.6 acres	\$1,026.00
Task 2.1 Trippe Lake EWM Treatment EWM Treatment Cost whole lake dosing 0.35 PPM: EWM average application rate of 9.5 gal./acre of liquid 2,4-D Cost per acre \$208 * 9.0 acres	\$1,872.00
Labor & Equipment Costs for 4.0 & 4.1 \$95/acre * 16.6 acres in total	\$1,577.00
Mobilization charge	\$400.00
Total Costs for Task 2.0 & 2.1 Trippe & Cravath Lake EWM applications	\$4,875.00



Task 3.0 Trippe & Cravath Navigational Nuisance Treatment

Navigational Nuisance Treatment submersed and emergent species
2.0 gal/Tribune (diquat) & 3.0 gal Captain (copper based algaecide) per acre
Estimated 7,000 lineal feet * 50' wide main navigational channel = 8 acres
Cost per acre \$200/acre * 8 acres

\$1,600.00

Labor & Equipment Costs for 4.0 & 4.1 \$125/acre * 8 acres in total

\$1,000.00

Mobilization charge

\$400.00

Total Costs for Task 3.0 Trippe and Cravath navigational nuisance treatments

\$3,000.00

Task 4.0 Aquatic Plant Post-treatment Surveys (optional, but recommended)

Travel \$400, GPS Survey & Mapping \$700 * 2 surveys & report

\$1,800.00

TOTAL COST for Tasks 1.0, 2.0, 2.1, 3.0 & 4.0 only

\$9,925.00

*Total estimated costs do not include any meetings with City and Permit Application Fees (\$20 base fee and \$25 per acre up to 50 acres – Max permit fee is \$1,270). Assay costs and/or any residual sampling are not included, if required by the WDNR or the City.

Total Estimated Costs include labor, equipment, chemical costs, and direct costs to complete the described workplan. The optional Tasks will not be completed unless initialed on this proposal and specifically directed by the District to perform.

Please Note: Task budgets are estimates and we reserve the right to reallocate budget between tasks but will not exceed the total contract amount without prior approval.

PROJECT SCHEDULE

Stantec will initiate and schedule this project immediately following acceptance and receipt of a signed agreement. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork. Fieldwork schedules are dependent on site access and weather conditions. We will continue to work closely with you, your consultant, and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

EXTRA SERVICES

Extra services are those services that are not part of the base scope of services provided above, but could potentially be needed for a project of this type. Extra services may include, but are not limited to the following:

- Fieldwork beyond that identified in the Scope of Services
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meetings/coordination beyond that identified in the Scope of Services
- Permit applications beyond those identified in the Scope of Services
- Expert witness testimony

QUALIFICATIONS AND REFERENCES

Stantec is a publically traded engineering and environmental consulting company with over 200 offices throughout North America, and almost 12,000 employees. Stantec provides a complete line of engineering,



planning, and scientific services designed to fill the needs of utilities and other lake management organizations. Relevant or related services that we can provide include:

- Grant Writing
- Aquatic Plant Inventories and Management Plans
- Water Quality Studies
- Comprehensive Resource Inventory
- Evaluation of Lake Physicochemical Characteristics and Morphology
- Aquatic Invasive Species (AIS) control
- Watershed and Nutrient Assessments
- Lake Sediment Assessments
- Long-term Strategic Management Plans
- Hydraulic and Hydrologic Modeling
- Public Surveys and Educational Programs

We work one-on-one with the client, and yet have enough staff to provide fast, convenient service. We will constantly keep you informed, and will be available to respond to questions or concerns. Over the past fifty plus years, Stantec has made great strides because we have always maintained excellent communications with our client.

Stantec is just as committed and concerned as you to protect and manage Wisconsin's lakes. We realize that increased recreational use and development have placed tremendous pressure on some of our most valuable resources. We sincerely appreciate the opportunity to assist you in managing and protecting such a valuable resource.

OTHER CONSIDERATIONS

In conjunction with the necessary technical expertise, Stantec offers our clients a complete package of insurance including statutory liability, comprehensive general liability, automobile liability, engineer's errors and omissions and engineer's pollution liability. Together our E&O and EPL policies complete the coverage loop to offer our clients the best professional liability coverage available on the market today. A copy of which is available upon request, or execution of this contract.

PAYMENT TERMS & CONDITIONS

Payment for services and expenses are due within 30 days of invoicing. Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please remit payments for invoices to:

**Stantec Consulting Services Inc.
13980 Collections Center Drive
Chicago, IL 60693**

We are pleased to submit this proposal and trust this information meets your needs. The above-stated fee proposed for this scope of services is valid for 90 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Standard terms and



Stantec

City of Whitewater
April 25, 2013
Page 6

*Proposal for 2013 Herbicidal Treatment for Aquatic Macrophyte Control
Cravath and Trippe Lakes
Walworth County, Wisconsin*

Conditions, please return a signed copy of this Agreement in it's entirety to the address shown on the letterhead, keeping one copy for your records.

If you have any questions, or require any additional information, please contact Mark Kordus at (715) 781-9976 or mark.kordus@stantec.com. We look forward to working with you on this project.

Respectfully,

STANTEC CONSULTING SERVICES, INC.
Commercial Application Business Lisc. #93-020291-011079

A handwritten signature in blue ink that reads "Mark Kordus".

Mark E. Kordus
Project Manager
WI Lisc. #258412-CA

Enclosures: Terms and Conditions



Stantec

City of Whitewater
April 25, 2013
Page 7

Proposal for 2013 Herbicidal Treatment for Aquatic Macrophyte Control
Cravath and Trippe Lakes
Walworth County, Wisconsin

The Terms and Conditions, and referenced Proposal scope of services and fees are agreed upon:

Consultant: Mark Kordus
Mark E. Kordus, Associate
Stantec
2841 Stanley Street
Stevens Point, WI 54481

Date: 04/25/2013

Client Signature: _____ Date: _____

Client Contact Name (Printed): _____

Email: _____ Phone Number: _____

Client Address: _____

