

**Agenda**  
**Board of Parks Commission Meeting**  
**625-52nd St, Room 204**  
**Monday, January 25, 2016**  
**5pm**

Chairperson:	Scott N. Gordon	Vice Chairperson:	Keith W. Rosenberg
Commissioner:	Kurt Wicklund	Commissioner:	Rocco J. LaMacchia, Sr.
Commissioner:	Jack Rose		

Call to Order  
Roll Call  
Citizens Comments

Approval of the Minutes of the Meeting Held on January 4 & January 11, 2016.

1. Lease By and Between Board of Park Commissioners (*of the City of Kenosha, Wisconsin*) and Kenosha Unified School District No.1, Regarding Anderson Park Diamond 2. (*District 9*)
2. Third Amendment to Lease Agreement By and Between Board of Park Commissioners (*of the City of Kenosha, Wisconsin*) and Kenosha Unified School District No.1, Regarding Ameche Field. (*District 9*)
3. Conditional Use Permit for a 3,000 seat stadium to be located at 8730 22<sup>nd</sup> Avenue. (*KUSD/Ameche Field*) (*District 9*) (*CP - Ayes 8, Noes 1*)

#### COMMISSIONERS' COMMENTS

End of Meeting

*IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.*

**BOARD OF PARK COMMISSIONERS**  
**Minutes of a Special Meeting held Monday, January 4, 2016**

A special meeting of the Board of Park Commissioners was held on Monday, January 4, 2016 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 4:30 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners Wicklund, Rose, LaMacchia and Rosenberg. Staff members in attendance were: Shelly Billingsley, Acting Director of Public Works/City Engineer and Jeff Warnock, Superintendent of Parks.

It was moved by Commissioner LaMacchia, seconded by Commissioner Rose, to approve the minutes from the meetings held on November 2, November 4, November 9, and December 7, 2015. Motion carried unanimously.

1. Acceptance of Project 15-1219 Parks West Garage Roof Replacement (3801 65th Street) which has been satisfactorily completed by Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin). The final amount of the contract is \$81,392. *(District 15) (Also referred to PW)*

It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve. Staff: Jeff Warnock spoke.

Motion on the approval carried unanimously.

2. Resolution by Finance Committee - To Amend the City of Kenosha Capital Improvement Program for 2012 by Decreasing PK11-001 "Outdoor Rec Plan-Poerio Park" in the Amount of \$3,000, Increasing PK11-001 "Outdoor Rec Plan-Sunrise Park" in the Amount of \$13,000 with Outside Funding from Greenfields Outdoor Fitness in the Amount of \$10,000 for a Net Change of \$0. *(District 5) (Also referred to Finance)*

It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve. Staff: Shelly Billingsley spoke.

Public Hearing: None

Motion on the approval carried unanimously.

3. Change Request for Sunrise Park to Allocate Funds for Outdoor Fitness Equipment *(District 5)*

Staff: Shelly Billingsley spoke.

It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.

4. Task Order #16-1 for Professional Services by Ayers *(formerly SAA Design Group, Inc)* for Kennedy Drive Road Options. *(District 1)*

Staff: Shelly Billingsley spoke.

Public Hearing: Bob Smuda spoke.

It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.

COMMISSIONERS' COMMENTS: None

End of Meeting – Chairman Gordon adjourned the meeting at 4:43 pm.

**BOARD OF PARK COMMISSIONERS**  
**Minutes of Meeting held Monday, January 11, 2016**

A meeting of the Board of Park Commissioners was held on Monday, January 11, 2016 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5 pm by Chairman Gordon.

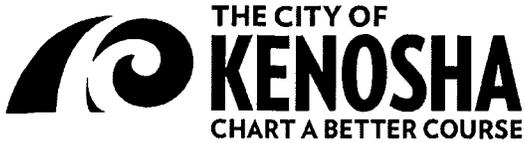
At roll call, the following members were present: Commissioners Wicklund, LaMacchia and Rosenberg. Commissioner Rose was excused. Staff members in attendance were: Cathy Austin, Assistant City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Dan Miskinis and Alderperson Curt Wilson.

One citizen spoke during Citizens' Comments: Greg Kishline.

1. Request from Kathy Pagel for a Wedding at the Southport Beach House on Saturday, September 17, 2016 to:
  - a. Extend the Closing Hours to Midnight (*12:00am*)
  - b. Extend the Beer/Wine Permit to 11:30pm
  - c. Extend the Music Permit to 11:30pm (*District 12*)Staff: Jeff Warnock spoke.  
Public Hearing: Wayne Pagel spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.
2. Request from Mt. Carmel Parish for use of Columbus Park on July 5-11, 2016 (*rain dates of July 15-17, 2016*) to:
  - a. Hold their Annual Festival
  - b. Extend the closing time on Friday (*July 8, 2016*) and Saturday (*July 9, 2016*) to 11:00 pm
  - c. Use of Amplified Music Friday (*July 8, 2016*) and Saturday (*July 9, 2016*) until 11pm
  - d. Sell Fermented Malt Beverages (*District 7*)Staff: Jeff Warnock spoke.  
Public Hearing: Tom Rizzo spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.
3. Request from the Knights of Columbus (*formerly Kenosha Serra Club*) to hold their Annual K of C Outdoor Mass on Sunday, July 3, 2016 at Pennoyer Park. (*District 1*)  
Staff: Jeff Warnock spoke.  
Pubic Hearing: Christopher Kacher (Grant Knight representative from Knights of Columbus) spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.
4. Acceptance of Project 15-1423 Anderson Park Paths (*8730 22<sup>nd</sup> Avenue*) which has been satisfactorily completed by Genesis Excavators, Inc. (*Kenosha, Wisconsin*). The final amount of the contract is \$58,522. (*Park Funds Only*) (*District 9*)  
Staff: Cathy Austin spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.

COMMISSIONERS' COMMENTS: None

End of Meeting – Chairman Gordon adjourned the meeting at 5:17 pm.



January 22, 2016

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

FROM: Jeff Warnock, Park Superintendent *qw*

SUBJECT: Lease By and Between Board of Park Commissioners (*of the City of Kenosha, Wisconsin*) and Kenosha Unified School District No.1, Regarding Anderson Park Diamond 2. (*District 9*)

**BACKGROUND/ANALYSIS**

Staff received this Lease By and Between Board of Park Commissioners (*of the City of Kenosha, Wisconsin*) and Kenosha Unified School District No.1, Regarding Anderson Park Diamond 2 from the Legal Department.

**RECOMMENDATION**

Staff recommends approval.

JW/dm

**LEASE**

**By And Between**

**BOARD OF PARK COMMISSIONERS  
OF THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Park Commission,**

**And**

**KENOSHA UNIFIED SCHOOL DISTRICT NO. 1,  
A Wisconsin Common School District,  
3600 - 52nd Street,  
Kenosha, Wisconsin 53144**

**THIS AGREEMENT**, Made and entered into by and between the **BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN**, a municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at the time of Lease execution, at 3617 - 65<sup>th</sup> Street, Kenosha, Wisconsin 53142, hereinafter referred to as "**CITY**", and **KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**, a Wisconsin Common School District organized and existing under the laws of the State of Wisconsin, having its principal office, at the time of Lease execution, at 3600 - 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

**WITNESSETH:**

**WHEREAS, LESSEE** desires to Lease a certain portion of the park land known as the Anderson Park including the softball diamond commonly designated as Anderson #2 from **CITY** for school, athletic, recreational and entertainment purposes;

**WHEREAS**, in March, 2010, **CITY** and **KUSD** entered into an agreement giving **KUSD** preferential use of Anderson #2;

**WHEREAS, KUSD** intends to make further improvements to Anderson #2 and additional park land near to Anderson #2;

**WHEREAS**, it is to the mutual advantage of the parties to enter into this Lease.

**NOW, THEREFORE**, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and **LESSEE** agree as follows:

#### **ARTICLE 1 - PREMISES**

**1.1 PREMISES.** **CITY** does hereby lease, let and demise to **LESSEE** for its exclusive use, 3.8 acres of land, more or less, improved with a softball diamond and shot put circle, and further depicted in Exhibit "A", which is attached hereto and incorporated herein by reference, which property shall hereinafter be referred to as "**PREMISES**". **CITY** hereby grants to **LESSEE** the privilege of using, operating, managing, improving and maintaining **PREMISES** in conformance with this Lease.

**1.2 CITY WARRANTY AND REPRESENTATIONS.** **CITY** warrants and represents that it is the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

**1.3 MEMORANDUM OF LEASE.** At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

**1.4 ACCEPTANCE.** **LESSEE** accepts the **PREMISES** as suitable for **LESSEE'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **LESSEE** by this Lease.

#### **ARTICLE 2 - TERM**

**2.1 TERM.** This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of forty (40) years ("Original Term") commencing on January 1, 2016. This Lease will automatically be extended for forty-nine (49) successive one year periods; provided, however, that **LESSEE** may terminate this

Lease upon written notice to **CITY** at least ninety (90) days prior to the expiration of any term of this Lease.

## **2.2 EARLY TERMINATION.**

**2.2.1 Material Breach.** Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

**2.2.2 Reversion of Premises To CITY.** Should **LESSEE** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for two (2) consecutive years, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **CITY**, absent a duly authorized and approved release of this provision by **CITY**.

## **2.3 LESSEE'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION.**

Upon termination or expiration of this Lease:

**2.3.1 Improvements.** **CITY** shall be entitled to retain all Improvements to **PREMISES** made by **LESSEE**.

**2.3.2 Personal Property.** **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

## **ARTICLE 3 - CONSIDERATION**

The consideration for this Lease shall be the past and anticipated future improvements to the **PREMISES** by **LESSEE**.

## ARTICLE 4 - IMPROVEMENTS

**4.1 DEFINITION.** "Improvements" shall include construction, reconstruction, alteration, modification, addition, expansion and replacement of the softball field and/or shot put circle, structures, roads, utilities, landscaping, parking areas, sidewalks, and site modifications. Improvements do not include painting and maintenance.

**4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS.** **LESSEE**, at its own cost and expense, may design and construct Improvements as provided in this Article 4, subject to **CITY** approving the plans and specifications therefor.

**4.3 PLANS AND SPECIFICATIONS.** Site plan review application, including plans and specifications for the construction of any Improvements, shall be submitted to the Department of City Development for review by the City Plan Commission, and approval by the Board of Park Commissioners. Site plan approval shall be subject to and consistent with the surrounding park land. No work shall commence until written site plan approval is received and appropriate construction permits from the CITY are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and federal laws, rules and regulations.

**4.4 CONSTRUCTION INSURANCE REQUIREMENTS.** Prior to commencing construction of any Improvements, **LESSEE** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

**a.** Builder's all Risk Insurance, with **CITY** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

**b.** Liability Insurance protecting **LESSEE** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

**4.5 PERFORMANCE BOND.** The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

**4.6 CONSTRUCTION LIENS.** **LESSEE**, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against **PREMISES**. **LESSEE** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES**, **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing Improvements subject to a security lien on Improvements. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

**4.7 UNAUTHORIZED IMPROVEMENTS.** Should **LESSEE** make any Improvements without prior **CITY** approval, which are not satisfactory to **CITY**, then, upon written notice to do so, **LESSEE** shall remove the same, or if agreed upon by **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of **CITY**. In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, **CITY** may effect the removal, change, modification or reconstruction

thereof, and **LESSEE** shall pay the cost thereof to **CITY**, upon written demand. The Director of Parks will act for **CITY** under this Section 4.7.

**4.8 RISK OF LOSS.** **LESSEE** assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **LESSEE**, and the risk of loss or damage to all property of **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of **CITY** without cost or expense to **CITY**.

**4.9 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS.** **LESSEE** shall require its contractors who construct Improvements to indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **LESSEE** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of **CITY**, or any of their officers or employees.

**4.10 INSPECTION.** **CITY** shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

**4.11 NO CONTRACTOR'S RIGHTS AGAINST CITY.** Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work.

Nothing contained herein shall create, or be deemed to create, any relationship between **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and **CITY** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

**ARTICLE 5 -  
CARE, MAINTENANCE AND REPAIR OF PREMISES**

**5.1 LESSEE'S RESPONSIBILITIES.** **LESSEE** shall, at all times, be responsible for the repair and maintenance of **PREMISES**, including all Improvements thereon, whether preexisting or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. **LESSEE** shall, at all times:

**a.** Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

**b.** Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

**5.2 DEFAULT BY LESSEE.** In the event **LESSEE** fails to exercise reasonable care for the maintenance and repair of **PREMISES** or Improvements within the time provided for,

or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **LESSEE**, upon commencement thereof, fails to diligently continue to complete any such work, **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **CITY** by **LESSEE**, on demand. Furthermore, should **CITY** undertake any work hereunder, **LESSEE** waives any claims for damages, consequential or otherwise, against **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon **CITY** any obligations to care for, maintain or repair **PREMISES** or Improvements.

#### **ARTICLE 6 - ACCESS TO PREMISES**

**LESSEE** agrees to and shall permit **CITY**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In non-emergency situations, **LESSEE** shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

#### **ARTICLE 7 - REGULATORY SIGNS**

**LESSEE**, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no conditions shall said signs be attached to any building or structure of **LESSEE**, without **LESSEE'S** advance, written permission. **LESSEE** shall not place or erect any permanent (a sign standing for sixty (60)

or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **CITY** Director of Parks in compliance with the City Zoning Ordinance and Code of General Ordinances.

## **ARTICLE 8 - UTILITIES**

**LESSEE** shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. **CITY** requires that all new utility pipes, wires and conduits to be underground. **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to and within the **PREMISES**. **CITY** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

## **ARTICLE 9 - USE OF PREMISES**

**9.1 USE OF PREMISES.** **LESSEE** shall have the exclusive use of **PREMISES** for school, athletic, recreational, entertainment and other purposes consistent with the use of a **CITY** park, and for no other purpose. **LESSEE** may permit other public, not-for-profit, for-profit entities, and individuals to use **PREMISES** for such purposes under a rental agreement, or license or permit arrangement. **LESSEE** and other users may charge reasonable attendance fees at events.

**9.2 CHANGE OF USE.** Any use of the **PREMISES**, other than as provided in this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **LESSEE**, shall constitute a material breach of this Lease.

### **9.3 PROHIBITED USE.**

**9.3.1 Alcohol Beverages.** **PREMISES** shall not be used for the sale, service, possession, storage or consumption of alcohol beverages of any nature.

**9.3.2 Deed Restrictions.** **PREMISES** shall not be used in a manner inconsistent with the following Deed Restriction: The December 19, 1967, Deed from James R. Anderson and Janet L. Anderson to the City of Kenosha provided that "IN ACCEPTING THIS CONVEYANCE, THE GRANTEE HEREBY ASSUMES AND AGREES TO MAINTAIN THE ABOVE-DESCRIBED PREMISES AS A PUBLIC PARK."

**9.4 USE RESTRICTIONS.** The following restrictions are applicable to **LESSEE'S** use of **PREMISES**.

**9.4.1** Amplified sound shall not exceed the decibel limit specified in Chapter 23 of the Code of General Ordinances, entitled "Noise Control". Use of a sound system shall be limited to the necessary operations and announcements related to an event. No sound system shall be used during the hours of 10:00 P.M. to 9:00 A.M., daily.

**9.4.2** The use will be in compliance with all applicable Federal, State, County and **CITY** laws, rules and regulations.

**9.4.3** The use will not create an unreasonable risk of loss of life, personal injury or property loss or damage, or otherwise threaten the public health, safety or welfare.

**9.4.4** The use will not unreasonably interfere with the use of Anderson Park by the general public.

**9.4.5** The use is subject to applicable **CITY** licenses and permits, excluding Park Use Permits.

## **ARTICLE 10 - ASSIGNMENT/SUBLEASE**

No assignment or sublease, (other as set forth in Section 9.1 above), is permitted. Such an assignment or sublease shall render this Lease null and void.

## **ARTICLE 11 - GOVERNMENTAL REQUIREMENTS**

**11.1 LAWS, RULES, REGULATIONS AND ORDERS.** **LESSEE** agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

**11.2 LICENSES, CERTIFICATES AND PERMITS.** **LESSEE** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **CITY**, having jurisdiction over **PREMISES**, as improved, or over **LESSEE'S** operations at **PREMISES**.

**11.3 TAXES AND FEES.** **LESSEE** shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, or **LESSEE'S** operation hereunder, and shall make all applications, reports and returns required in connection therewith.

## **ARTICLE 12 - QUIET ENJOYMENT**

**CITY** covenants and agrees, so long as **LESSEE** shall duly and punctually perform and observe all the terms and conditions hereof, that **LESSEE** shall peaceably and quietly have, hold and enjoy **PREMISES**, subject to the right of **CITY** to inspect **PREMISES**, and exercise other rights provided and reserved to it herein.

### **ARTICLE 13 - NATURAL DISASTER**

**LESSEE'S** obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to **PREMISES** or Improvements resulting from any natural disaster.

### **ARTICLE 14 - INTERRUPTION IN USE OR ENJOYMENT**

**CITY** shall not be liable to **LESSEE** for money damages arising out of any interruption in **LESSEE'S** use or enjoyment of **PREMISES** by reason of any damage to **PREMISES** or Improvements, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, **CITY** shall be liable only for the costs of repair or reconstruction.

### **ARTICLE 15 - INDEMNITY AND HOLD HARMLESS**

**LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, or as a result of any operations, works, acts or omission performed on **PREMISES**, by **LESSEE**, its officers, employees, or representatives, or resulting from **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of **PREMISES** or Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **CITY**, or any of its officers or employees in which case **CITY** will indemnify and hold harmless **LESSEE** and its officers, and employees. Upon the filing with **CITY** of a claim for

damages arising out of any incident(s) which **LESSEE** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **LESSEE** of such claim, and in the event that **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of **LESSEE** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or their officers or employees for any cause for which **LESSEE** is liable hereunder, shall be conclusive against **LESSEE** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

#### **ARTICLE 16 - SANITATION**

**LESSEE** will provide adequate and appropriate containers, including dumpsters, as desired by **LESSEE**, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. The placing or storing of boxes, cartons, drums, tires, cans, parts or other similar items on or about **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited. **LESSEE** is responsible for, at its expense, contracting for domestic garbage pickup and disposal services.

#### **ARTICLE 17 - BENEFITS**

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

## **ARTICLE 18 - NONWAIVER OF RIGHTS**

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

## **ARTICLE 19 - INSURANCE**

**LESSEE** shall procure and maintain, during the Term of this Lease, insurance policies, hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as “additional insureds”, and proof of payment of premium to the City Clerk/Treasurer for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the Term of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **LESSEE**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **LESSEE'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LESSEE** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, **CITY** may obtain such insurance

coverage and charge **LESSEE** an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **LESSEE** in ARTICLE 15 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

**a. General Liability**

1. Bodily Injury:  
\$5,000,000.00 Each Occurrence
2. Property Damage  
\$2,000,000.00 Each Occurrence  
\$2,000,000.00 Aggregate

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

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

**ARTICLE 20 - NONDISCRIMINATION**

**LESSEE** agrees that no person shall be subjected to discrimination in the use of **PREMISES**, contrary to Federal, State or local law, rule or regulation.

**ARTICLE 21 - RIGHTS OF ENTRY RESERVED**

**CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **CITY**, be necessary or advisable, provided, however, that in the exercise of such rights, **CITY** shall not unreasonably interfere with the use and occupancy of **PREMISES**, by **LESSEE**.

Should **CITY**, in the exercise of such right, damage **PREMISES**, **CITY** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **CITY** shall not impose or be construed to impose upon **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

#### **ARTICLE 22 - SNOW REMOVAL**

**LESSEE** shall be responsible for removal of snow from **PREMISES**.

#### **ARTICLE 23 - INGRESS AND EGRESS**

**LESSEE** shall, at all times, have the right of ingress and egress to and from **PREMISES** for **LESSEE**, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to **LESSEE**.

#### **ARTICLE 24 - FAILURE TO OBSERVE TERMS OF LEASE**

Failure on the part of **LESSEE** to observe any of the other terms and conditions of this Lease shall be addressed as provided for under Wisconsin Statutes. Prior to termination of this Lease as provided for under this Article, **LESSEE** shall have sixty (60) days following its receipt of written notice from **CITY** describing any breach, to cure the breach, and shall have the right to appear before the Board of Park Commissioners and the Common Council as a part of the Lease termination process.

#### **ARTICLE 25 - INSURANCE OF IMPROVEMENTS**

**LESSEE**, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **LESSEE** on **PREMISES**, to the extent of eighty (80%) percent of the insurable replacement value thereof, through insurance companies

licensed to do business in the State of Wisconsin. The insurance policy shall provide thirty (30) days advance, written notice of cancellation or material change therein to the City Clerk/Treasurer and have a deductible amount not to exceed Twenty-five Thousand (\$25,000.00) Dollars per occurrence.

**LESSEE** shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **LESSEE** fails to maintain such insurance, **CITY**, at its option, may take out such insurance and charge the cost thereof to **LESSEE**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **LESSEE** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the City Plan Commission and Board of Park Commissioners, or not to reconstruct the Improvement. **LESSEE** shall notify **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES**, **CITY** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by **LESSEE** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **LESSEE** shall not elect to repair, replace or rebuild the damaged Improvements, **LESSEE** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade

thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and **LESSEE'S** and **CITY'S** unaccrued obligations hereunder shall cease. If **LESSEE** does not elect to repair, replace or rebuild the damaged Improvements within the before referenced one hundred twenty (120) day period of time, **LESSEE** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **CITY** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **LESSEE**, and this Lease shall be deemed terminated.

**LESSEE**, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

#### **ARTICLE 26 - INTEGRATION**

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

#### **ARTICLE 27 - CONSTRUCTION - SEVERABILITY**

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

**ARTICLE 28 - CONTRACTORS**

Contractors of **LESSEE** shall comply with all applicable Federal, State and local laws, rules and regulations applicable to the Improvement of **PREMISES**.

**ARTICLE 29 - TIME OF THE ESSENCE**

Time is of the essence with respect to each and every provision of this Lease.

**ARTICLE 30 - APPROVALS**

**CITY** approvals required hereunder shall not be unduly delayed or unreasonably withheld.

**ARTICLE 31 - NOTICE**

Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY**:                      City Clerk/Treasurer,  
Municipal Building, Room 105,  
625 - 52nd Street,  
Kenosha, Wisconsin 53140

with copies to:                      City Attorney  
Municipal Building, Room 201  
625 - 52nd Street  
Kenosha, Wisconsin 53140

and    Superintendent of Parks  
3617 65<sup>th</sup> Street  
Kenosha, Wisconsin 53142

If to **LESSEE**:                      Superintendent of Schools  
Kenosha Unified School District No. 1  
Administrative Offices  
3600 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

## **ARTICLE 32 - AUTHORITY**

**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.

*Signature pages follow*

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

**THE BOARD OF PARK COMMISSIONERS  
OF THE CITY OF KENOSHA, WISCONSIN,**

BY: \_\_\_\_\_  
Scott N. Gordon,  
Chairman

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

BY: \_\_\_\_\_  
Shelly Billingsly,  
Interim Director of Public Works

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

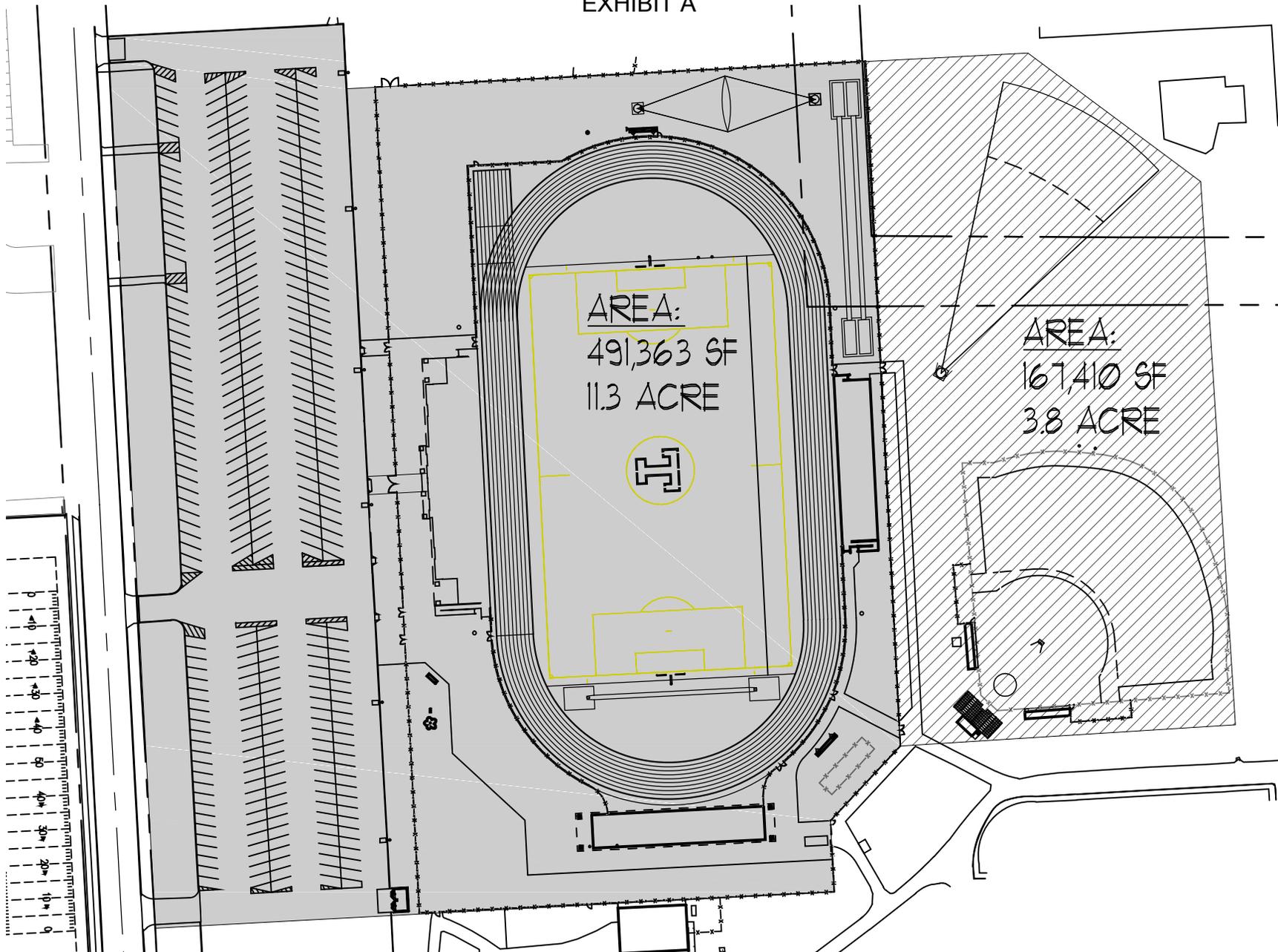
**STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, **SCOTT N. GORDON, CHAIRMAN, OF THE BOARD OF PARK COMMISSIONERS** and **SHELLY BILLINGSLEY, INTERIM DIRECTOR OF PUBLIC WORKS**, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Chairman and Interim Director, 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: \_\_\_\_\_



EXHIBIT A



**Partners in Design**  
ARCHITECTS

600 Fifty-Second Street  
Suite 220  
Kenosha, WI 53140  
Ph.: (262) 652-2800  
Fax: (262) 652-2812

**KUSD OUTDOOR SPORTS FACILITIES**  
**TREMPER STADIUM**  
**TREMPER/ANDERSON SITE AREA BREAKDOWN**

PROJECT NO.:  
**020.15.080**  
DRAWN BY: DLD  
CHECKED BY: MAM  
DATE:  
**01.22.2016**

SHEET NO.:  
**TR SF**

January 22, 2016

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

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Third Amendment to Lease Agreement By and Between Board of Park Commissioners (*of the City of Kenosha, Wisconsin*) and Kenosha Unified School District No.1, Regarding Ameche Field. (*District 9*)

**BACKGROUND/ANALYSIS**

Staff received this Third Amendment to Lease Agreement By and Between Board of Park Commissioners and Kenosha Unified School District No.1, Regarding Ameche Field from the Legal Department.

**RECOMMENDATION**

Staff recommends approval.

JW/dm

**THIRD AMENDMENT TO LEASE AGREEMENT**

**By And Between**

**BOARD OF PARK COMMISSIONERS  
OF THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Park Commission,**

**and**

**KENOSHA UNIFIED SCHOOL DISTRICT NO. 1,  
A Wisconsin Common School District,**

**THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment")**, dated as of the latter of the signature dates below, is by and between the Board of Park Commissioners of the City of Kenosha, Wisconsin, a municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 3617 65th Street, Kenosha, WI 53142 ("**CITY**") and Kenosha Unified School District No.1, a Wisconsin Common School District organized and existing under the laws of the State of Wisconsin, having its principal office at 3600 52nd St., Kenosha, WI 53144 ("**LESSEE**").

**WHEREAS, CITY and LESSEE** in October of 2005 entered into a lease whereby **CITY** leased to **LESSEE** certain **PREMISES** within Anderson Park consisting of a stadium and parking lot as more particularly described therein ("Lease");

**WHEREAS**, the Lease was amended in July of 2007 and on February 20, 2008;

**WHEREAS, LESSEE** wishes to make improvements to the **PREMISES** ("Project");

**WHEREAS**, as a result of the Project **LESSEE** wishes to alter the footprint of the **PREMISES** described in the Lease;

**WHEREAS**, as a result of the Project a locker room/restroom facility will be constructed on the **PREMISES**; and

**WHEREAS**, it is to the mutual advantage of the parties to amend the Lease as set forth herein accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY** and **LESSEE** agree as follows:

1. **Description of PREMISES.** The **PREMISES** leased by **CITY** to **LESSEE** is modified as depicted in the attached Exhibit "A" and consists of approximately 11.3 acres.

2. **Insurance.** Article 19 is amended to read as follows:

**LESSEE** shall procure and maintain, during the Term of this Lease, insurance policies, hereinafter specified. Said policies must be issued by an insurance company or companies authorized

to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as “additional insureds”, and proof of payment of premium to the City Clerk/Treasurer for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the Term of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **LESSEE**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **LESSEE’S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LESSEE** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, **CITY** may obtain such insurance coverage and charge **LESSEE** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **LESSEE** in ARTICLE 15 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

**a. General Liability**

**1 Bodily Injury:**  
\$5,000,000.00 Each Occurrence

**2. Property Damage**

\$2,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

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

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

3. **Notice.** Article 32 is amended to read as follows:

Any notice required to be given to any party to this Lease shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to <b>CITY:</b>	City Clerk/Treasurer, Municipal Building, Room 105, 625 - 52nd Street, Kenosha, Wisconsin 53140
with copies to:	City Attorney Municipal Building, Room 201 625 - 52nd Street Kenosha, Wisconsin 53140
and	Superintendent of Parks 3617 65 <sup>th</sup> Street Kenosha, Wisconsin 53142
If to <b>LESSEE:</b>	Superintendent of Schools Kenosha Unified School District No. 1 Administrative Offices 3600 52 <sup>nd</sup> Street Kenosha, Wisconsin 53144

4. **Restrooms and locker rooms.** Article 33 headed "Restrooms and Locker Rooms" shall be deleted from the Lease upon the earlier of the completion of construction of the team room on the **PREMISES** or August 31, 2017.

5. **Other terms and conditions remain.** In the event of any inconsistencies between the Lease and this **Third Amendment**, the terms of this **Third Amendment** shall control. Except as expressly set forth in this **Third Amendment**, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease itself shall be deemed also to refer to this **Third Amendment**.

6. **Miscellaneous.**

(a) Capitalized terms used in this **Third Amendment**, and not otherwise defined shall have the meanings given to such terms in the Lease.

(b) The **Third Amendment** may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

7. **Representation of Authority to Enter Into Amendment.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this **Third Amendment**; (b) the execution and delivery of this **Third Amendment** by the undersigned, and the

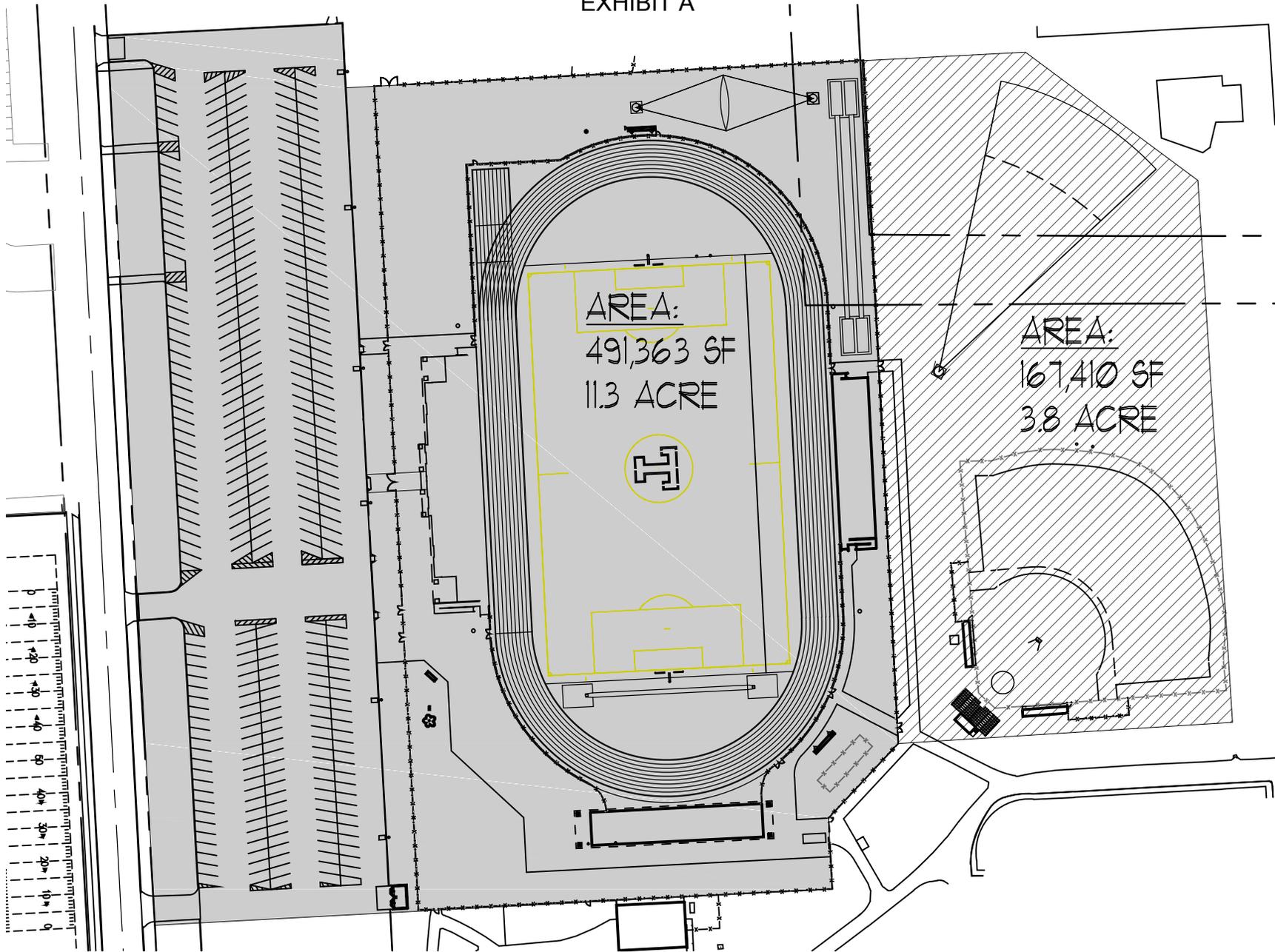
performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this **Third Amendment** constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Lease.

*Signature pages follow*





EXHIBIT A



**Partners in Design**  
ARCHITECTS

600 Fifty-Second Street  
Suite 220  
Kenosha, WI 53140  
Ph.: (262) 652-2800  
Fax: (262) 652-2812

**KUSD OUTDOOR SPORTS FACILITIES**  
**TREMPER STADIUM**  
**TREMPER/ANDERSON SITE AREA BREAKDOWN**

PROJECT NO.:  
**020.15.080**  
DRAWN BY: DLD  
CHECKED BY: MAM  
DATE:  
**01.22.2016**

SHEET NO.:  
**TR SF**



**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Parks Commission

**FROM:** Brian Wilke, Department of Community Development & Inspections

**RE:** **Conditional Use Permit for a 3,000 seat stadium to be located at 8730 22nd Avenue. (KUSD/Ameche Field) (District 9)**

**DATE:** January 20, 2016

---

The proposed Conditional Use Permit for a 3,000 seat stadium to be located at 8730 22nd Avenue was reviewed and approved at the City Plan Commission on November 19, 2015.

After the City Plan Commission approval, a "hold" was placed on the item by the architect and applicant to allow them to review possible changes to the exterior materials for the project.

The parties have decided to move forward with the materials as proposed and the item is now presented to the Parks Commission and Common Council for your approval.

If you have any questions, please contact me at 653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

BW:kas  
Attachment

Thursday, November 19, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Conditional Use Permit for a 3,000 seat stadium to be located at 8730 22nd Avenue. (KUSD/Ameche Field) (District 9) PUBLIC HEARING

#### NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Rosenberg, District 9, has been notified. The Parks Commission will review this item prior to final approval by the Common Council.

#### LOCATION AND ANALYSIS:

**Site:** 8730 22nd Avenue (Anderson Park)      **Zoned:** IP Institutional Park

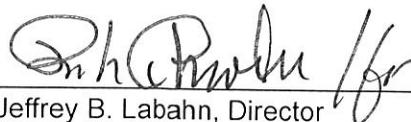
1. Kenosha Unified School District (KUSD) is proposing to renovate the existing Ameche Field, located in Anderson Park. They propose to remove the existing bleachers and press box on both the home and visitors side of the field.
2. The new construction will include:
  - a. New bleachers and press box on the home side of the field;
  - b. New bleachers on the visitors side of the field;
  - c. A new team locker room, concessions and restroom building at the south end of the field;
  - d. New bleachers and press box building for the varsity softball field.
3. The materials and uses are as follows:
  - a. Exterior materials of the bleacher/press box and the team locker room/concession stand is ground face concrete masonry units.
  - b. The underside of the home bleachers will be enclosed with an architectural metal panel and the area will be used for storage.
  - c. The underside of the visitors bleachers will be open.
  - d. The bleacher and press box for the varsity softball field is proposed to have identical materials as the team locker room building.
4. Other than the area around the football field and the infield of the softball diamond, no other site improvements are proposed. The parking lots and other park areas will remain as they are.
5. The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
6. The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

#### RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.



Brian Wilke, Development Coordinator

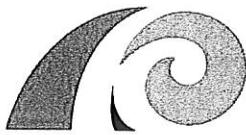


Jeffrey B. Labahn, Director

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain Sidewalk and Stormwater Management permits from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A Separate submission and permit is required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an Amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
  - h. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - i. Applicant shall meet all applicable Conditions of Approval and obtain a Building permit within twelve (12) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.
  - j. All vehicles shall be parked within the designated paved areas.
  - k. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced/reconstructed per the approved plans.

- I. Prior to final Occupancy of the building, the applicant shall provide an electronic copy of the following information to the Fire Prevention Bureau:
  - i. Site Plan as-built.
  - ii. Floor Plan as-built
  - iii. Site Utilities
  - iv. Sprinkler Plans
  - v. Fire Alarm Plans
  
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits:
  - a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated November 10, 2015.
  - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility memo dated November 6, 2015.
  - c. The team locker room building and the storage area under the bleachers must be fully sprinklered. All buildings to include Knox Box<sup>®</sup> Rapid Entry System.
  - d. An Operational Plan shall be provided per Section 4.06 D.3(f) of the Zoning Ordinance.

/u2/acct/cp/ckays/1CPC/2015/NOV19/5conditions-KUSDAMECHE.doc



**THE CITY OF  
KENOSHA**  
PUBLIC WORKS  
ENGINEERING

**TO:** Brian Wilke, Development Coordinator

**FROM:** Shelly Billingsley, P.E.  
City Engineer

*Shelly Billingsley* CWA  
11-10-15

**Date:** November 10, 2015  
**Subject:** Plan Review Comments  
**Project Description:** Ameche Field Renovations  
**Location:** 8730 22<sup>nd</sup> Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved			X
Standard Stall Width			X
Parking Lot Layout			X
Parking Lot Lighting Shown			X
Parking Lot Lighting Adequate			X
Handicapped Parking			X
Driveway Locations			X
Driveway Width			X
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate			X
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer	X		
Storm Water Detention		X	
Drainage Calculations		X	

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			
Parking Lot Permit Required		X	
Driveway Permits Required		X	
Sidewalk Permit Required	X		
Street Opening Permit Required		X	
Stormwater Management Permit Required	X		
Erosion Control Permit Required	X		

**Grading & Drainage Comments:**

1. Page C-3, On the Removal Sheet should show a table of the total disturbed area as well as the total existing and proposed impervious surface area. Also should show the limits of the existing ground disturbed area with the use of a pattern
2. Page C-4, the west concrete pavement appears to be draining towards the existing parking lot and not sure where it drains from there? Need to show several more grades in the parking lot, labeled as existing and place a note where lot is draining to.
3. Page C-4, Missing Elevation at the northwest sidewalk as it connects to the existing parking lot.
4. Page C-4, Need more elevations along the proposed path along the east side of track.
5. Page C-5, I think it would be much clearer if the Track was similar to the Ball Field shown on page C-6 which is a blowup. Show all of the elevations on all of the storm sewer/drain tile junctions.
6. Page C-5, details for the call-outs are not labeled and the detail sheet is not included in the plan set.
7. Page C-6, need to call out the second water quality system and what the size is. Also verify the size of both chambers on the south system shown on page C-8. The cross section on the detail has the same size circles, but labels them as two different sizes.
8. Page C-6, Show the pipe elevations on the storm sewer and drain tile.
9. Please show proposed site grade elevations on storm sewer plan to help correlate rim elevations to site drainage.
10. SWMP, It appears that a portion of the Contech system is being considered the Water Quality Structure (72" pipe), and there is also piping being used for peak reduction (36" pipe). Please clarify and/or confirm the methodology of modeling while at a minimum, answering the following questions:
  - a. Please provide discussion on the 36" pipe system and how it relates to the overall stormwater management plan of the site. Specifically, is there outlet control on the segments of 36" pipe? Please clearly denote where the proposed system connects into an existing system and how that travels off the site.
  - b. Please clarify the intent of the "Composite Discharge" table in the SWMP and whether it relates to the discharge on the site PRIOR to any detention/controlled release.
  - c. Please check the acreage shown for Undetained East basin in the WinSLAMM model – it's shown as 0.96 Ac when the SWMP states 0.64 Acres.

11. Stormwater Maintenance Agreement will be required for the detention basin per City of Kenosha Code of General Ordinance. This is a signed and recorded document. Frequency of maintenance on the underground water quality system is imperative for continued operation and must be stated accordingly.
12. An access easement will be required for the underground detention facilities. This needs to be in a recordable easement document.
13. Erosion Control plans are not reviewed as a part of the CUP process. They will be reviewed when an erosion control permit application is submitted to the City.

**Traffic Comments:**

1. Provide a proposed sheet which denotes proposed pavement with dimensions throughout the site.
2. There appears to be a lot of changes to the existing fence throughout the site which needs to be called out.
3. Show north arrow on the lighting plan sheets.

cc: Cathy Austin; Greg Holverson; Kile Kuhlmeier; Gerard Koehler, Kevin Risch (Clark-Dietz)

**Engineering Services**

4401 Green Bay Road  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: November 6, 2015

Subject: Ameche Field Renovation

Location: 8730 22<sup>nd</sup> Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

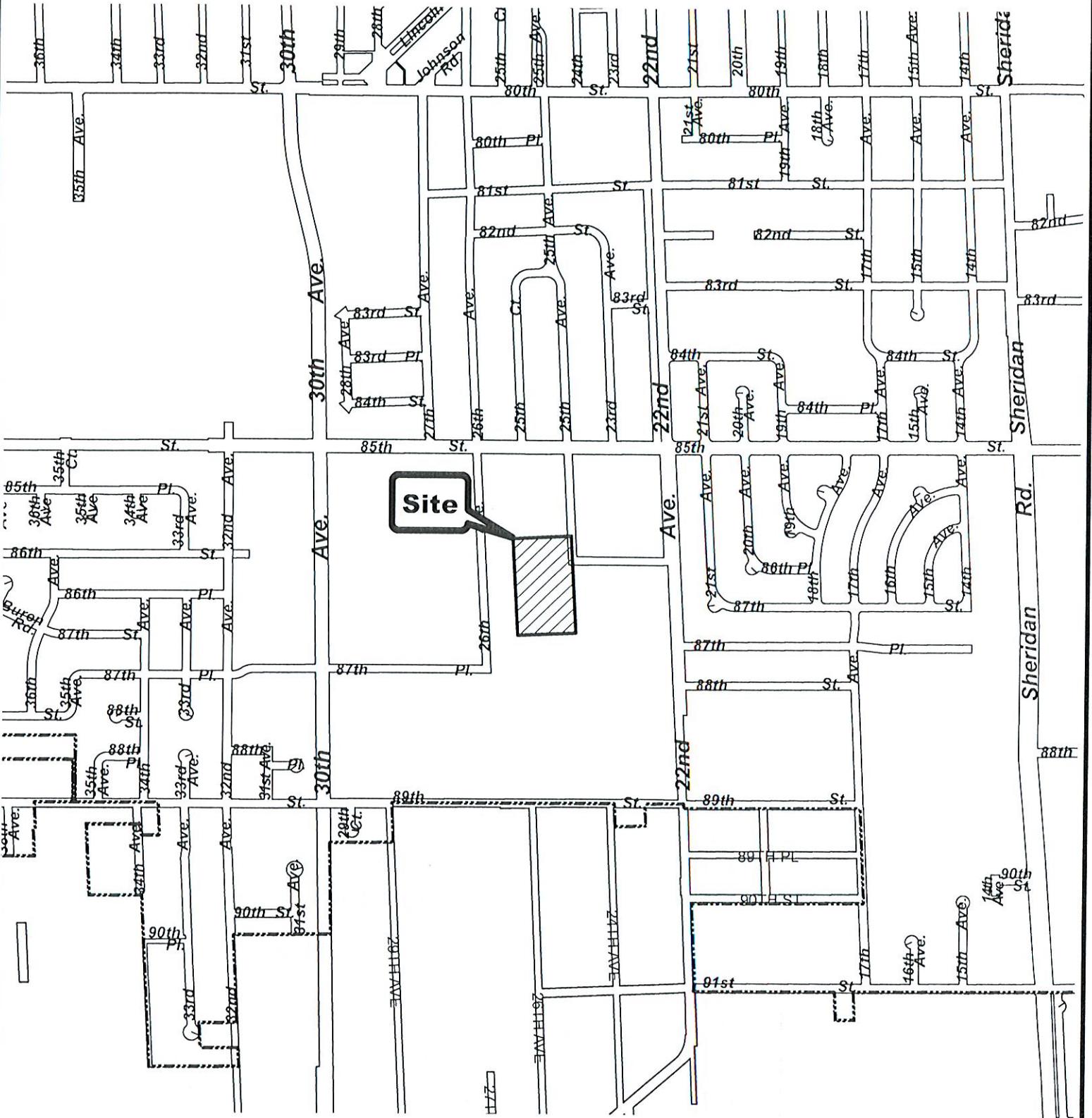
1. Show the water meter size and location, including a detail or diagram, on the construction plans, not with the MEP submittal. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a valve, preferably ball style, on the inlet and outlet pipe.
2. All water meters one and one half inches (1-1/2") or greater shall have a bypass with a two way ball valve with locking handle as manufactured by RuB, or approved equal.
3. A 3C18 gauge cable by Belden-M, or approved equal, shall be installed in a one half inch (1/2") conduit through the exterior wall for the remote meter reader. Remote reader to be field located by KWU meter division.
4. The eight inch (8") water main relay shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules & Regulations, Rule 06-35.
5. There are no specifications for water or sanitary sewer service materials or installation shown on the plans.
6. The two inch (2") water service is being connected to a main which is owned by the City of Kenosha Parks Department, but is maintained by KWU. Because of this, the connection will need to be made by KWU. The tapping sleeve, corporation stop, curb stop and valve box will be provided and installed by KWU with excavation and restoration by the contractor. A tapping fee of \$1,200 will be required prior to connecting to this main.
7. The eight inch (8") water main relay will need to be inspected by KWU. Notify KWU 48 hours in advance of starting the relay.

8. Water services shall have a blue 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface in the curb box and at the edge of the building and enclosed in a locator box with "water" on the cover.
9. The manhole frame and cover for SAN 5 is badly offset and the lid has an open pickhole. This frame and cover must be replaced with a concealed pickhole cover and frame as part of this project. Additionally, there is significant infiltration at the east invert of the manhole which must be addressed and the sanitary sewer stub west of the manhole shall be cut and capped within 5' of the manhole. This manhole will also need an Internal / External seal installed which will be provided by KWU.
10. The existing sanitary sewer is six inches (6") in diameter at Junction 20.0, not eight inches (8") as the plans show. The connection shall be made using a "cut-in-wye" and installed by core drilling a hole in the main and attaching a flexible rubber tee or wye saddle with stainless steel clamps. This connection may also be made using an Inserta Tee, installed according to the manufacturer's recommendations. The sanitary sewer connection will need to be inspected by KWU. Notify KWU 48 hours in advance of connecting to the sewer.
11. Sanitary sewer laterals shall have a green 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface at the edge of the building and enclosed in a locator box with "sewer" on the cover.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

# City of Kenosha

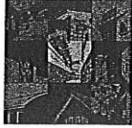
## Vicinity Map Ameche Field Renovation CUP



Site

----- Municipal Boundary





**Partners in Design**  
ARCHITECTS

**Partners in Design  
Architects, Inc.**

**W I S C O N S I N**  
600 Fifty Second Street  
Suite 220  
Kenosha, WI 53140  
voice: 262.652.2800  
fax: 262.652.2812

**I L L I N O I S**  
2610 Lake Cook Road  
Suite 280  
Riverwoods, IL 60015  
voice: 847.940.0300  
fax: 847.940.1045

October 19, 2015

Kenosha Fire Department  
City of Kenosha

Re: KUSD Athletic Facilities Improvements

**To whom it may concern:**

This document serves as the letter of intent for fire suppression systems, sprinklers, smoke and heat detection, fire alarms, fire extinguishers, etc. relative to the Kenosha Unified School District athletic facility improvements project.

The improvements contemplated at each site are all un-heated, seasonally occupied buildings and bleacher structures that will be shut down and unoccupied each winter. The bleacher structures will have a full enclosure below them but will also be unoccupied storage space that will not be conditioned in any way. The site improvements include the following:

Tremper - Press Box/Storage Building (942 sf), tennis courts, baseball fields and soccer fields

Ameche Field - Press Box 500 sf), Bleacher seating with enclosed unoccupied storage below (12,025 sf), team/concessions building with public restrooms (4,456 sf), and a press box/storage building for the softball field (288 sf)

Bradford - Press Box (500 sf), Bleacher seating with enclosed unoccupied storage below (11,525 sf) and team/concessions building with public restrooms (4,316 sf)

Bullen - Press box/storage building (1,113 sf), tennis courts, baseball fields and soccer fields

Since all of the structures, with the exception of the bleacher seating, are below the minimum threshold under the city ordinance for requiring an automatic fire sprinkler system, we do not intend to install automatic sprinklers. Additionally, the bleacher enclosure is an unoccupied storage area and thus will not be sprinkled. All other code required smoke, heat, alarm and extinguisher requirements will be met.

Sincerely,

Mark A. Molinaro Jr., AIA

**Development Review Application  
City of Kenosha, Wisconsin**

**MAILING INFORMATION**

**NAME OF PROJECT:** AMECHE FIELD RENOVATION

*Check one (1) of the following boxes to indicate the recipient of all correspondence:*

<input type="radio"/>	Name and Address of Applicant [Please print]: <u>KENOSHA UNIFIED SCHOOL DISTRICT</u> <u>PAT FINNEMORE</u> <u>3600 52 STREET</u> <u>KENOSHA, WI 53144</u>	Phone: <u>(262) 359-6331</u> Fax: <u>(262) 359-7500</u> E-Mail: <u>pfinnemo@kuso.edu</u>
<input checked="" type="radio"/>	Name and Address of Architect/Engineer [Please print]: <u>PARTNERS IN DESIGN ARCHITECTS INC</u> <u>MARK MOLINARO JR</u> <u>600 52 STREET SUITE 220</u> <u>KENOSHA, WI 53140</u>	Phone: <u>(262) 652-2800</u> Fax: _____ E-Mail: <u>markm@pidarchitects.com</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant) [Please print]: <u>CITY OF KENOSHA</u> _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 8730 22 AVENUE

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review ( <i>Land Division</i> )	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,  
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:*

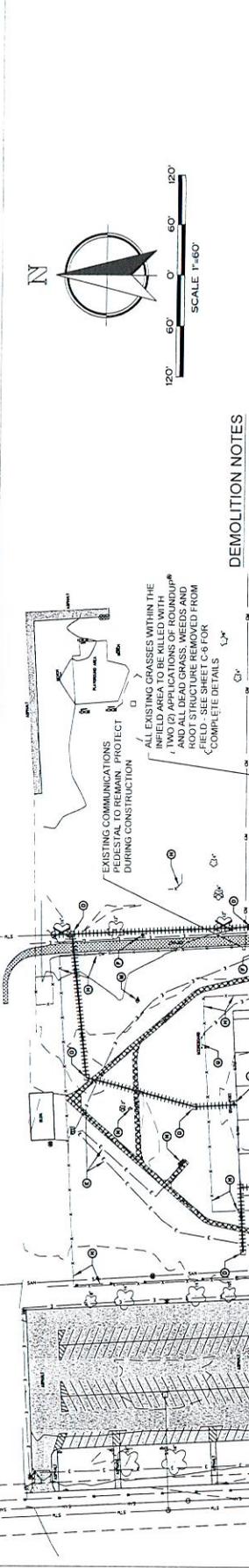
Department of Community Development & Inspections  
Planning Division  
625 52nd Street, Room 308  
Kenosha, WI 53140

Phone: 262.653.4030  
Fax: 262.653.4045

Office Hours:  
M - F 8:00 am - 4:30 pm

**SECTION 4  
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>16,769 S.F. - SEE ATTACHED</u> Existing Building Size: _____ <u>First INTEREST LETTER</u> Site Size: <u>8.74 Acres</u> Current # of Employees _____ Anticipated # of New Employees _____ Anticipated Value of Improvements _____																													
Submittal Requirements:	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>																													
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>																													
Fees:	<table border="1"> <tr> <td>Level 1</td> <td>Level 2</td> <td>Level 3</td> <td>Level 4</td> </tr> <tr> <td>&lt;= 10,000 sq. ft.</td> <td>10,001 - 50,000 sq. ft.</td> <td>50,001 - 100,000 sq. ft.</td> <td>&gt; 100,001 sq. ft.</td> </tr> </table>	Level 1	Level 2	Level 3	Level 4	<= 10,000 sq. ft.	10,001 - 50,000 sq. ft.	50,001 - 100,000 sq. ft.	> 100,001 sq. ft.	<table border="1"> <tr> <td>Building or Addition Size</td> <td>Site size</td> </tr> <tr> <td>&lt;= 10,000 sq. ft.</td> <td>&lt;= 1 acre</td> </tr> <tr> <td>10,001 - 50,000 sq. ft.</td> <td>1.01 - 10 acres</td> </tr> <tr> <td>50,001 - 100,000 sq. ft.</td> <td>10.01 - 25 acres</td> </tr> <tr> <td>&gt; 100,001 sq. ft.</td> <td>&gt; 25.01 acres</td> </tr> </table>	Building or Addition Size	Site size	<= 10,000 sq. ft.	<= 1 acre	10,001 - 50,000 sq. ft.	1.01 - 10 acres	50,001 - 100,000 sq. ft.	10.01 - 25 acres	> 100,001 sq. ft.	> 25.01 acres	<table border="1"> <tr> <td>Review Fee</td> </tr> <tr> <td>\$900 = City Plan Dept. <i>or</i></td> </tr> <tr> <td>\$1,025 = CPC/CC</td> </tr> <tr> <td>\$1,175 = City Plan Dept. <i>or</i></td> </tr> <tr> <td>\$1,300 = CPC/CC</td> </tr> <tr> <td>\$1,600 = City Plan Dept. <i>or</i></td> </tr> <tr> <td>\$1,725 = CPC/CC</td> </tr> <tr> <td>\$2,000 = City Plan Dept. <i>or</i></td> </tr> <tr> <td>\$2,125 = CPC/CC</td> </tr> </table>	Review Fee	\$900 = City Plan Dept. <i>or</i>	\$1,025 = CPC/CC	\$1,175 = City Plan Dept. <i>or</i>	\$1,300 = CPC/CC	\$1,600 = City Plan Dept. <i>or</i>	\$1,725 = CPC/CC	\$2,000 = City Plan Dept. <i>or</i>	\$2,125 = CPC/CC
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<ul style="list-style-type: none"> <li>➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>																														
Appendices to Review:	<ul style="list-style-type: none"> <li>➤ All</li> </ul>																													
Approximate Review Time:	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>																													
The conditional use permit plans, prepared to a standard engineering scale, shall be submitted with this application & shall include the following information:																														
<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>																													
<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>																													
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>																													



**DEMOLITION NOTES**

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO DEMOLITION OF ANY EXISTING STRUCTURES.
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7. ALL EXISTING SEWERS, PIPES, AND UTILITIES SHALL NOT BE INTERFERED WITH OR DESTROYED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO DEMOLITION OF ANY EXISTING STRUCTURES.
8. ELECTRICAL, TELEPHONE, CABLE, WATER, UNDERGROUND GAS, AND OTHER UTILITIES SHALL BE IDENTIFIED AND MARKED PRIOR TO DEMOLITION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO DEMOLITION OF ANY EXISTING STRUCTURES.
9. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES SERVICES TO THE ADJACENT BUSINESSES. UTILITIES SERVICES SHALL NOT BE INTERRUPTED WITHOUT APPROVAL.
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12. CONTIGUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.
13. PRIOR TO DEMOLITION OCCURRING, ALL PROVISION CONTROL DEVICES ARE TO BE INSTALLED.
14. EXISTING TIME TO REMAIN INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.
15. PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO DEMOLITION OF ANY EXISTING STRUCTURES.
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17. CONTRACTOR TO REMOVE ALL EXISTING SIGNS WITH PROPERTY LIMITS EXCEPT FOR THOSE CALLED TO BE SALVAGED AND RELOCATED.
18. MATERIALS IDENTIFIED AS HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT SUPERVISOR AND THE ENVIRONMENTAL MANAGER FOR ACTION TO BE TAKEN. DO NOT REUSE WORK UNLESS SPECIFICALLY AUTHORIZED BY THE ENVIRONMENTAL MANAGER.
19. STORM SEWERS DESIGNATED TO BE ABANDONED SHALL BE BURNED AT BOTH ENDS PER SECTION 94.33(3) OF THE STATE SPECIFICATIONS AND FILLED WITH SLURRY.

**EXISTING UTILITY DATA**

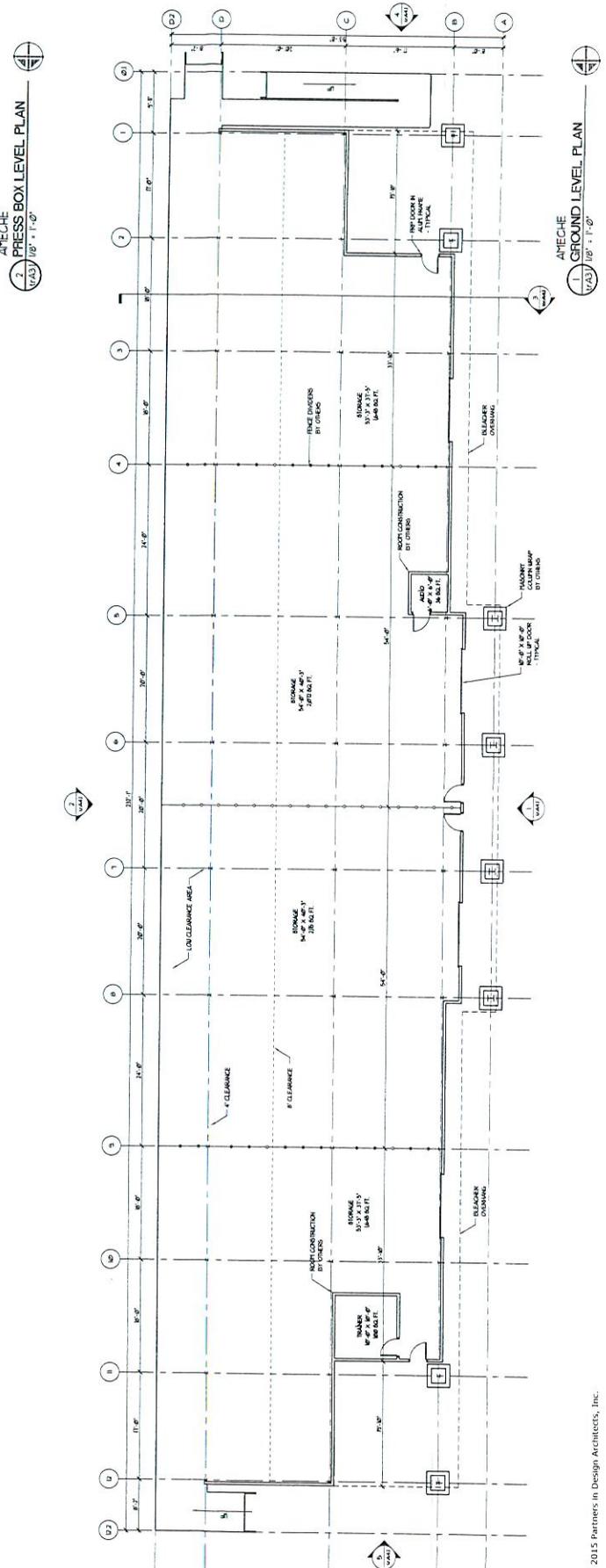
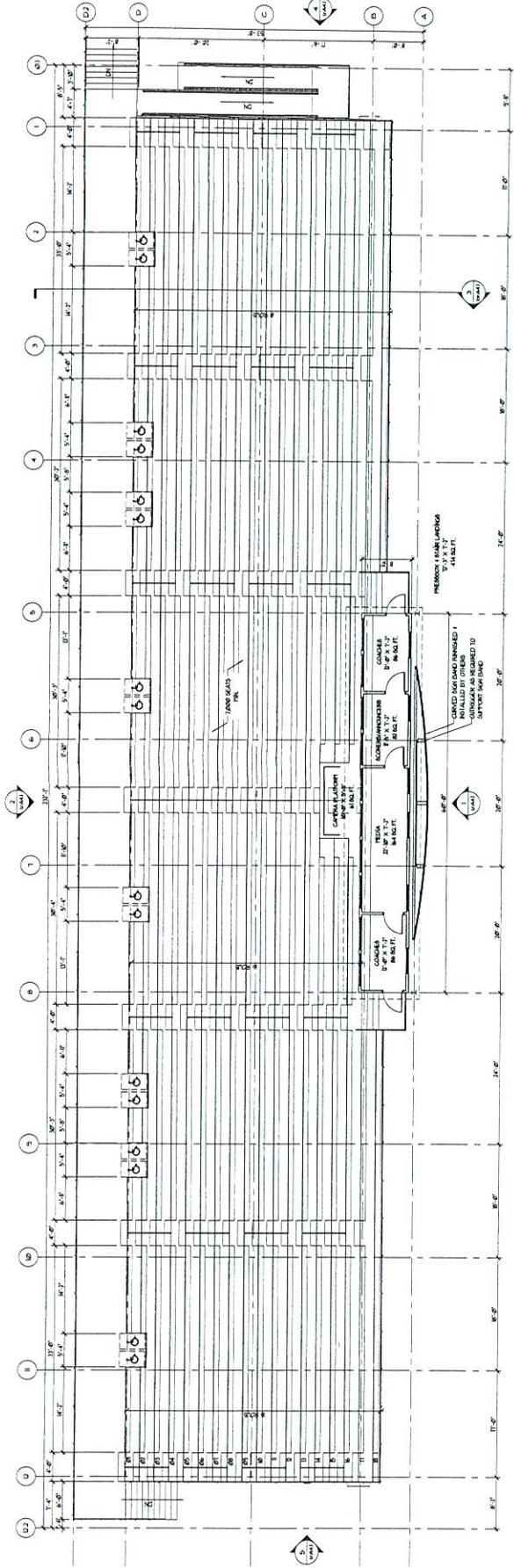
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- LEGEND**
- ⊙ EXISTING SANITARY LATERAL TO BE ABANDONED/REMOVED
  - ⊙ EXISTING WATER SERVICE TO BE ABANDONED/REMOVED
  - ⊙ EXISTING STORM SEWER TO BE REMOVED
  - ⊙ EXISTING MANHOLE/CATCH BASIN TO BE REMOVED
  - ⊙ EXISTING UNDERGROUND ELECTRICAL CIRCUIT TO BE REMOVED
  - ⊙ EXISTING LIGHT POLE AND BASE TO BE REMOVED
  - ⊙ EXISTING SCOREBOARD TO BE REMOVED
  - ⊙ EXISTING FENCE TO BE REMOVED
  - ⊙ EXISTING BATTING CAGE TO BE RELOCATED
  - ⊙ EXISTING BLEACHERS TO BE REMOVED
  - ⊙ EXISTING BUILDING TO BE RAZED
  - ⊙ EXISTING GOAL POST TO BE SALVAGED AND RELOCATED
  - ⊙ EXISTING FLAG POLE TO BE RELOCATED
  - ⊙ EXISTING SIGN TO BE REMOVED
  - ⊙ EXISTING CURB & GUTTER TO BE REMOVED
  - ⊙ EXISTING SIDEWALK REMOVAL
  - ⊙ ASPHALT PAVEMENT REMOVAL
  - ⊙ BUILDING TO BE RAZED
  - ⊙ BASEBALL FIELD EXCAVATION

- UTILITY NOTE:**  
EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES. CONTRACTORS SHALL VERIFY THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AND FOR TO AVOID DAMAGE. THERE TO CONTRACTOR SHALL CALL "DIGGERS-HOTLINE" PRIOR TO ANY CONSTRUCTION.
- LEGEND:**
- ⊙ SANITARY LATERAL
  - ⊙ WATER SERVICE
  - ⊙ STORM SEWER
  - ⊙ UNDERGROUND ELECTRICAL CIRCUIT
  - ⊙ LIGHT POLE AND BASE
  - ⊙ SCOREBOARD
  - ⊙ FENCE
  - ⊙ BATTING CAGE
  - ⊙ BLEACHERS
  - ⊙ BUILDING
  - ⊙ GOAL POST
  - ⊙ FLAG POLE
  - ⊙ SIGN
  - ⊙ CURB & GUTTER
  - ⊙ SIDEWALK
  - ⊙ ASPHALT PAVEMENT
  - ⊙ RAZED BUILDING
  - ⊙ EXCAVATION



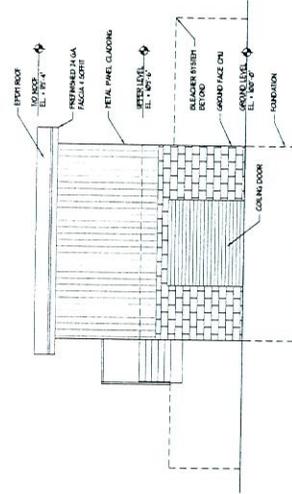
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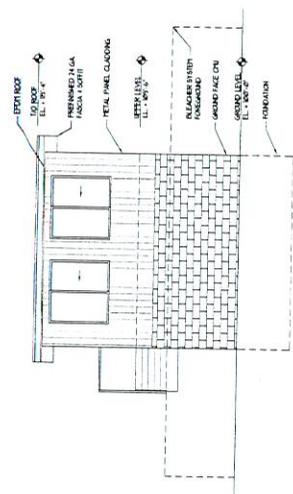




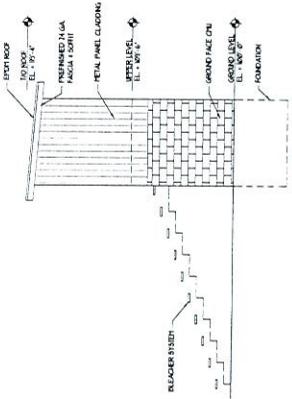




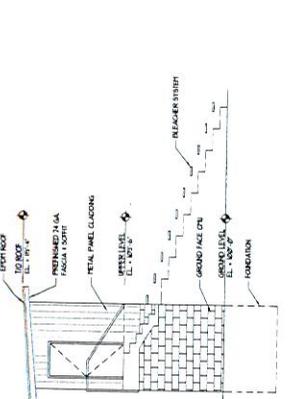
ANECHE FIELD VARSITY SOFTBALL PRESSBOX  
 3 SOUTH ELEVATION  
 3/16" = 1'-0"



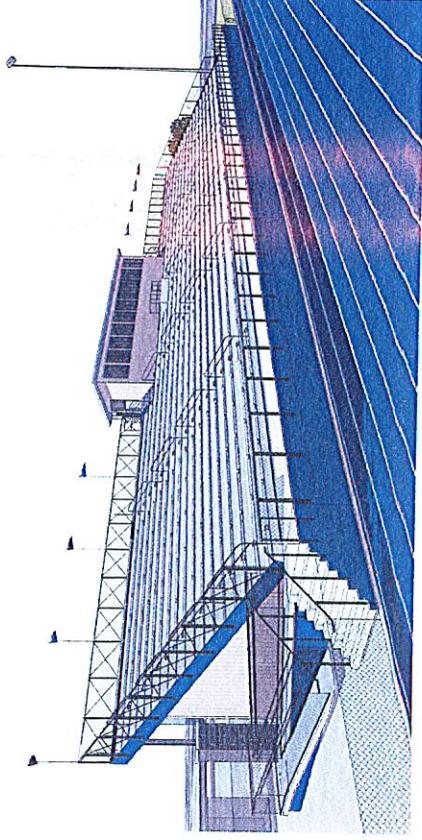
ANECHE FIELD VARSITY SOFTBALL PRESSBOX  
 1 NORTH ELEVATION  
 3/16" = 1'-0"



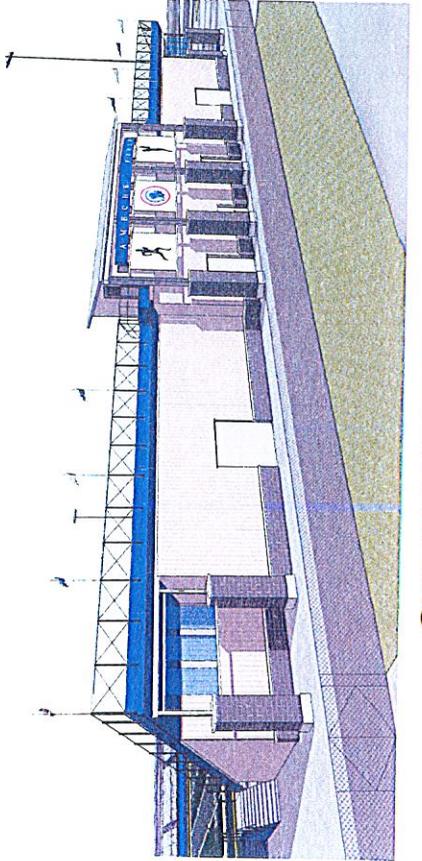
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 4 WEST ELEVATION  
 3/16" = 1'-0"



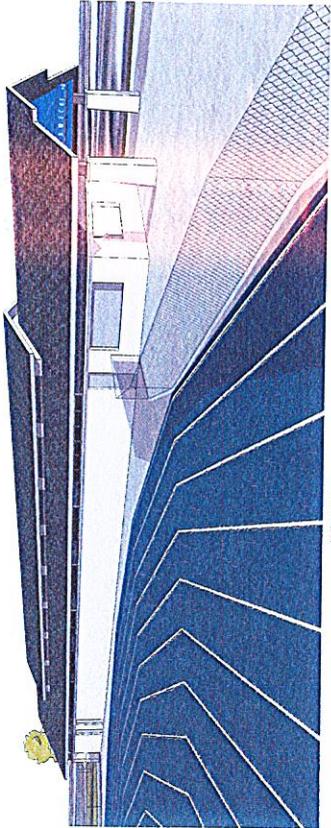
ANECHE FIELD VARSITY SOFTBALL PRESSBOX  
 2 EAST ELEVATION  
 3/16" = 1'-0"



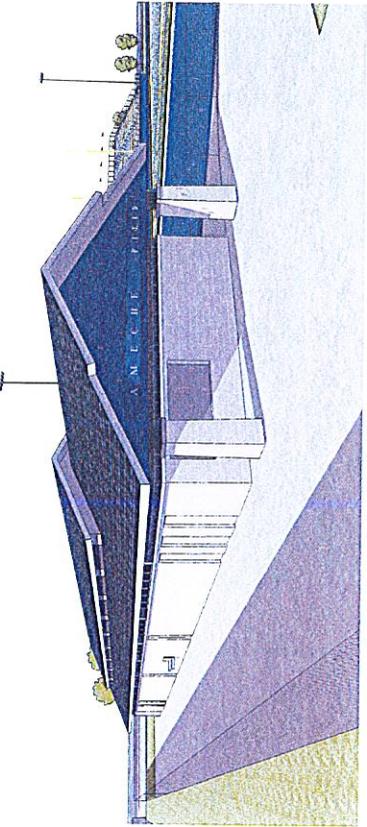
1 GRANDSTAND SOUTH EAST ELEVATION  
A/E/C/H/E



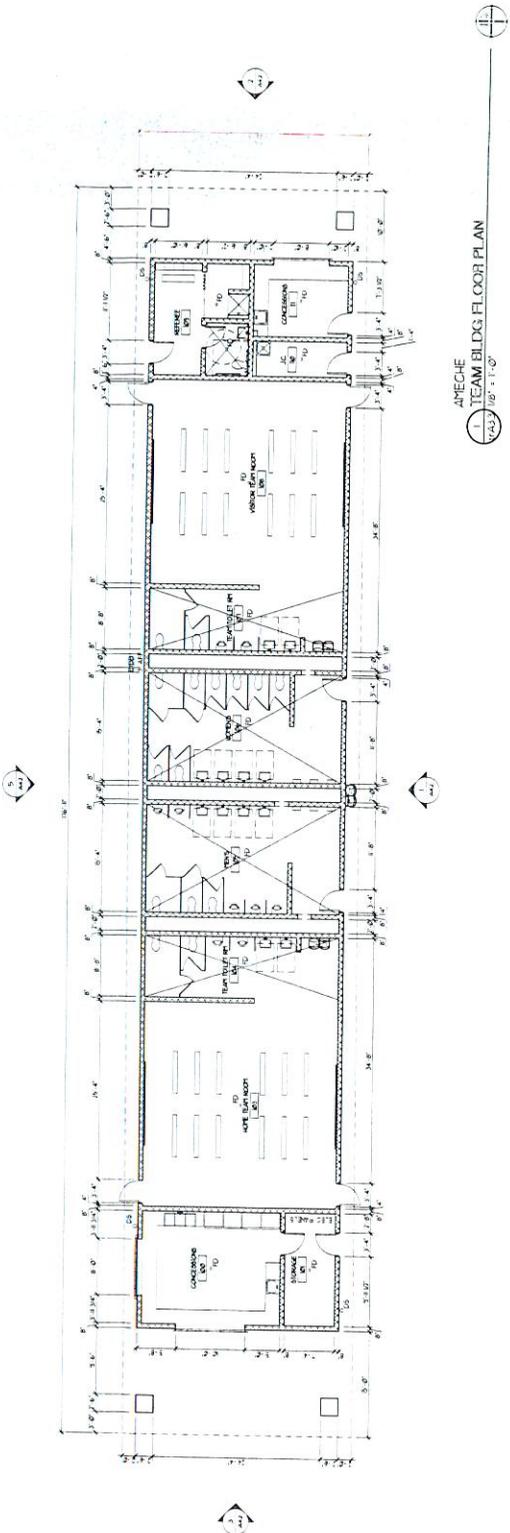
2 GRANDSTAND NORTH WEST ELEVATION  
A/E/C/H/E



ANE-CHE  
 TEAM BLDG NORTH WEST ELEVATION  
 7/15/15



ANE-CHE  
 TEAM BLDG SOUTH EAST ELEVATION  
 7/15/15



ANE-CHE  
 TEAM BLDG FLOOR PLAN  
 7/15/15