

**AGENDA**  
**BOARD OF PARK COMMISSIONERS**  
**Kenosha Municipal Building - Room 204**  
**Monday, January 28, 2013 - 5:00 pm**

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

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

**A. APPROVAL OF MINUTES**

A-1. Approval of the minutes of the meeting held on January 14, 2013.

**C. REFERRED TO COMMISSION**

C-1. Request from the HOPE Council on Alcohol & Other Drug Abuse, Inc for the following on Saturday, October 19<sup>th</sup>, 2013:  
a. To hold their Pumpkin Roll at Washington Park  
b. Full Sponsorship (*District 6*)

C-2. Request from Kite Society of Wisconsin & Gift of Wings for the following on June 1<sup>st</sup> and 2<sup>nd</sup>, 2013:  
a. To hold their Outta Sight Kite Flight in Kennedy Park  
b. Full Sponsorship. (*District 1*)

C-3. Request from JET Events Management for the following on Saturday, May 4<sup>th</sup>, 2013:  
a. To hold the Wisconsin Marathon in Celebration Park and on various City Streets  
b. Use of Park Equipment  
c. Permission to sell Fermented Malt Beverages (*District 2*)(*Also referred to PW*)

C-4. Request from Wisconsin Shores Little League for full sponsorship for their Challenger Baseball League during their 2013 season.

C-5. Conditional Use Permit for a renovation to the stadium at Simmons Field at 7817 Sheridan Road. (*Northwoods League*) (*District #12*)

C-6. Lease Termination Agreement by and between the Board of Park Commissioners, Kenosha Unified School District No. 1, Kenosha Post No. 21 of the American Legion, Baseball Like It Oughta Be, LLC, and Northwoods League, Inc., for Simmons Athletic Field and Parking Lot located at 7817 Sheridan Road. (*District 12*)

C-7. Proposed Ordinance – To Create 14.021 (*of the Code of General Ordinances for the City of Kenosha*) Regarding the Prohibition of Feeding Geese, Ducks, or Seagulls on Public Property. (*Also referred to PSW & PW*)

C-8. Change Requests.

INFORMATIONAL ITEMS:

1. Project Status Report
2. Southport Park Master Plan

**DIRECTOR AND/OR SUPERINTENDENT COMMENTS**

**CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW**

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

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

**BOARD OF PARK COMMISSIONERS**  
**Minutes of Meeting held Monday, January 14, 2013**

A meeting of the Board of Parks Commissioners was held on Monday, January 14, 2013 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman Orth.

At roll call, the following members were present: Commissioners Schwartz and LaMacchia. Commissioner Kennedy arrived during item C-3. Commissioner Mathewson was excused. Staff members in attendance were Shelly Billingsley, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks, City Attorney Bill Richardson and Alderperson Eric Haugaard.

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

- C-1. Request from Drum Strong to use Celebration Place as a fundraiser on Saturday, May 18, 2013 from 10am to 6pm. (District 2) (Also referred to Public Works)  
It was moved by Commissioner Schwartz, seconded by Commissioner Orth, to approve as recommended. Motion carried unanimously.
- C-2. Addendum Requests from Joovay Events for their events in 2013 to be held at the Sesquicentennial Bandshell. (*District 1*)  
Public Hearing: Chelsea Daley spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve as recommended. Motion carried unanimously.
- C-3. Report of Handicap Accessibility Park Locations.  
Public Hearing: Tammy Conforti spoke.  
Staff/Alderperson: Jeff Warnock spoke.  
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia, to receive and file and come back in one month with more information from the Engineering Department for site investigation. Motion carried unanimously.
- C-4. Approval of Agreement by and between the Board of Park Commissioners and Kenosha Area Athletics, Inc. (*Poerio Park*)  
Public Hearing: Kerry Krehbiel; Director of Kenosha Area Athletics, Inc spoke.  
Staff/Alderperson: Jeff Warnock & Attorney Bill Richardson spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve. Motion carried unanimously.
- C-5. Approval of Master Contract between SAA Design Group, Inc., and the City for Professional Services.  
Staff/Alderperson: Shelly Billingsley spoke.  
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia, to approve. Motion carried unanimously.

C-6. Change Requests.

Staff/Aldersperson: Shelly Billingsley spoke.

It was moved by Commissioner Kennedy, seconded by Commissioner Schwartz, to receive and file. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report – Shelly Billingsley spoke.
2. Status Update for Southport Park Master Plan – Shelly Billingsley spoke.

SUPERINTENDENT COMMENTS: Jeff Warnock commented that the Golf Course is dusted with snow. The snowmobile and tracker are in and ready to go.

CITIZEN COMMENTS: Tammy Conforti let the Committee know that a sign supplier has been contacted and will work on a Draft with Jeff Warnock. No permit is needed since it's a park property. Ann Harms spoke about the Cancer Fundraiser. Chelsea Daley asked if they need approval for a mud pit.

COMMISSIONER COMMENTS: Commissioner LaMacchia congratulated Parks on the Ice Rink. Chairman Orth commented on the Ice Skating and sledding. He asked if you could sled on the 7<sup>th</sup> Hole and provide different options such as Holes 5 and back of 9.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:48 pm.



**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

January 24, 2013

TO: Chairman Michael Orth, Board of Park Commissioners  
FROM: Jeff Warnock, Park Superintendent *JW*  
RE: Hope's Halloween Happening Pumpkin Roll

A request has been received from the Hope Council on Alcohol & Other Drug Abuse, Inc. to hold their 4th annual Halloween Happening Pumpkin Roll on October 19, 2013. The previous two (2) years it was held at Simmons Island Park and 2012 it was held at the Pennoyer Park Bandshell, this year they are requesting to use Washington Park.

Costs

2010 – 100% co-sponsorship  
2011 – 100% co-sponsorship  
2012 – 100% co-sponsorship

2013 - estimated costs based on current request = Washington Park (\$100)  
Equipment: Additional equipment requested by organization charged as per  
2013 Fees.

Recommendation

To approve the event with 50% co-sponsorship as recommended by the Commission in 2012.

**SPECIAL EVENT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

**EVENT ORGANIZATION INFORMATION**

Name of Responsible Organization Hope Council on AODA  
 Contact Person who is responsible for event: Guida Brown  
 Address: 5942 6<sup>th</sup> AVE  
 City/State/Zip KENOSHA WI 53140  
 Daytime # 658-8166 x29 Evening # 652-1964 Cell# 914-1820  
 Fax # 658-8210 E-mail: guida@hopecouncil.org  
 Is the Host Organization a 501(c)-3?  Yes provide ES# 6499

**EVENT INFORMATION**

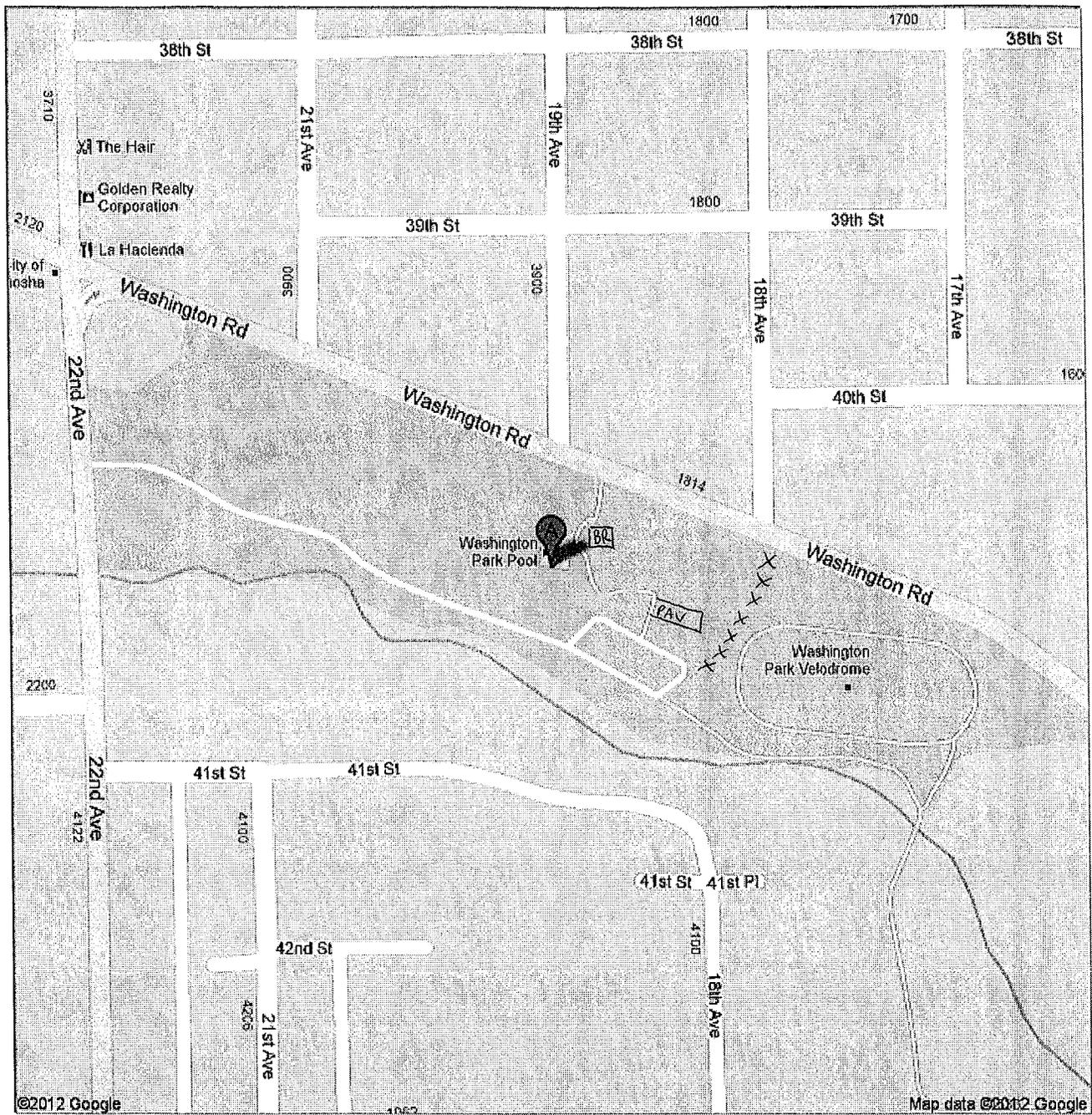
Name of the Event: Hope Council's Pumpkin Roll  
 Date Requested: Sat. Oct. 19, 2013 Rain Date N/A  
 Location Requested: Washington Park  
1901 Washington Road Estimated Attendance 200  
 Charitable Event:  No  Yes, Proceeds donated to Hope Council on AODA  
 Brief Description of the Event: Family Fun day w/ interactive games, coloring  
Contest, costume contest, music, snacks + pumpkin roll -  
rolling pumpkins down the big hill for a ribbon + bragging  
rights  
 Set up date and time: Sat. Oct. 19, 2013 11:00 Am  
 Time of Event: 1 pm - 4 pm  
 Take down date and time: 4:00 to 5:00 pm

**FOR OFFICE USE ONLY:**

Application Packet Received 1/3/2013 Admin. Or Commission Approval \_\_\_\_\_  
 Copies sent to: Alderperson Ohmstad Dirk \_\_\_\_\_ Police \_\_\_\_\_  
 Fire: \_\_\_\_\_ PW Admin \_\_\_\_\_ PW-Streets: \_\_\_\_\_ Kris \_\_\_\_\_



Get Google Maps on your phone  
 Text the word "GMAPS" to 466453.

A. **Washington Park**  
 Kenosha, Wisconsin

- X Pumpkin Roll course - no snow fencing needed; mowed grass, if possible
- PAV Pavilion - music + activities will be held here.  
 Need picnic tables;  
 Need garbage cans  
 Need electricity in pavilion
- BA Need bathrooms (BA) unlocked

## EQUIPMENT RENTAL REQUEST CITY OF KENOSHA – PUBLIC WORKS/PARKS

To assist you with your special event, the Public Works Department/Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

Yes  
yes/no

Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.

NO  
yes/no

Water: Varies by location

### **PARK DIVISION:**

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year"

# of Benches — # of Picnic Tables What's usually there # of extra trash containers 10 total

# of Barricades — Any Bleachers — Any Reviewing Stands —

Showmobile New — Old —

Fencing: Snow Fencing # of feet — Portable fencing - # of feet/sections —

Other Special Requests: Use of the pavilion for music + other activities  
Use of bathrooms  
If the hill can be mowed close, that would make pumpkins roll well, but not imperative.

**STREET CLOSURES:** Contact Public Works at 653-4050 for any partial or full street closure

# of Barricades N/A A map must be attached with the placement locations

# of Parking Signs N/A Organization responsibility:

Approval must be received from the Public Works Department  
The department will provide the organization with a sample of the sign that is to be posted.  
It is the responsibility of the organization to have these signs printed in the form and color required  
Organization is responsible to supply the stakes to attach the signs in the location approved.  
Further information is in Item #14 of the procedures.

NOTE: The organization will be notified if equipment requested is available for the date of your event.  
See Attached Fees Schedule

**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of Event Hope Council's Pumpkin Roll

Location of Event: Washington Park Date of Event 10/19/13

Contact Person Guida Brown

**Type of Amplified Sound**

- DJ
- Sound System (small)
- Speeches/Announcements
- Karaoke
- Other (please specify) live concert by David HB Drake; megaphone used for pumpkin roll

Requested time of amplification: Start: \_\_\_\_\_ Ending \_\_\_\_\_

**Name of Company and/or Individual handling the amplification of the event:**

David McGrath

Daytime # 914-5703 Evening # 652-1964 Cell # 914-5703

**Aldersperson notification**

Have you contacted the Aldersperson of the District in which the event will be held?

X Yes \_\_\_\_\_ No Date: 12/28/12 via email  
Tod Ohnstad --- please see attached

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at [www.kenosha.org](http://www.kenosha.org) and click on General Ordinances and review Section 23.



Guida Brown &lt;guida@hopecouncil.org&gt;

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## Do you cover Washington Park?

3 messages

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**Guida Brown** <guida@hopecouncil.org>  
To: Tod Ohnstad <district6@kenosha.org>

Fri, Dec 28, 2012 at 2:34 PM

Tod,

I'm emailing you because the Hope Council hopes to move its pumpkin roll to Washington Park on Saturday, Oct. 19, 2013.

The paperwork for the Parks Division asks if we notified the Alderperson, and I think that would be you.

So, I'm letting you know we hope to have a low-cost family fun event on Saturday, Oct. 19, 2013 from 1 - 4 p.m. at Washington Park. There will be music, coloring contest, costume contest, interactive games and activities, and a pumpkin roll, which is a ton of fun! Cost to roll the pumpkin is \$3, and we have vendors selling snacks (Sandy's Poppers, usually), but all other activities are free.

This will be our fourth year; the first two were on Simmons Island; last year it was at Pennoyer Park; and in 2013 we want to move it to the best hill in the city!

Hope you find this acceptable.

All the best to you and yours in 2013!

Cheers,  
Guida

**Guida Brown, Executive Director, SAC-IT, IDP-AT**

### Hope Council on Alcohol & Other Drug Abuse

*Offering hope; helping to heal*  
5942-6th Avenue, Kenosha, WI 53140

(262) 658-8166 ext. 29 (phone); (262) 658-8210 (fax)  
guida@hopecouncil.org (email); www.hopecouncil.org (website)

**Check out my blog: <http://elephantsinthelivingroom.wordpress.com/> and follow us on Facebook and LinkedIn!**

**The mission of the Hope Council on Alcohol & Other Drug Abuse is to reduce the impact of alcohol and other drug abuse in our community by providing education, prevention, intervention and referral services.**

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**Tod Ohnstad** <todohnstad@yahoo.com>  
To: Guida Brown <guida@hopecouncil.org>

Fri, Dec 28, 2012 at 2:40 PM

Guida; Washington Park is indeed in my District and I would be pleased to support you having your event there. Hope this finds you well and feel free to say I am supportive of your plans. Thanks for all you do, Tod

**PARK VENDING PERMIT APPLICATION  
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

**EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION  
NOTE: COPIES OF THIS APPLICATION CAN BE DUPLICATED**

**EACH APPLICATION TO BE SUBMITTED TO THE PARK DIVISION  
BY THE ORGANIZATION IN CHARGE OF THE EVENT**

Name of the Event: Hope Council's Pumpkin Roll

Location of the Event: Washington Park Date of Event: 10/19/13

Name of Group/Organization providing the service \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

**Product or Service Sold**

Please list all items to be sold or service provided. Attach an additional list, if necessary.

We do usually have food vendors, typically Sandy's Poppers  
+ perhaps one other.

We understand we need to provide a certificate of insurance from them.

If selling food, please indicate your Temporary Restaurant License # \_\_\_\_\_

*Muddy Brown  
12/28/12*

Non-Food Item \_\_\_\_\_

**Detail of Vendor Set-up**

Please include what your vending site will contain (tables, tents, electricity, etc. [These items are not provided by the city])

**Insurance**

\* All vendors must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's.

Insurance Company \_\_\_\_\_

A copy of the policy must be provided to the Park Division prior to the event.

**Signature**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_



**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
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Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

January 24, 2013

TO: Chairman Michael Orth, Board of Park Commissioners  
FROM: Jeff Warnock, Park Superintendent *JW*  
RE: Outta Sight Kite Flight

Request: Kite Society of Wisconsin and Gift of Wings request permission to hold their annual Outta Sight Kite Flight on June 1 – 2, 2013. The event is to take place in Kennedy Park each day from 10:00 am – 5:00 pm.

History: This is the 12<sup>th</sup> year for the event in Kenosha.

### Costs

2010 – 100% sponsorship = \$439  
2011 – 100% sponsorship = \$867  
2012 - 100% sponsorship = \$867  
2013 – estimated costs based on current request = \$1,000  
Park Rental Fee - (\$200); Extra picnic tables 20 (\$300);  
Snow fencing: # of feet unknown – approximately \$500

### Recommendation:

To approve the event and to invoice the organization all fees.

CO-SPONSORED W/CITY  
- NO FEES -

APPLICATION "A"

SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Kite Society + Gift of Wings  
Contact Person who is responsible for event: Scott Fisher  
Address: 9955 W. ST MARTINS RD  
City/State/Zip FRANKLIN, WI 53132  
Daytime # 414 305-3145 Evening # Same Cell# Same  
Fax # 414 425-8095 E-mail: JSF@EXECPC.COM  
Is the Host Organization a 501(c)-3? Yes, provide ES# \_\_\_\_\_

EVENT INFORMATION

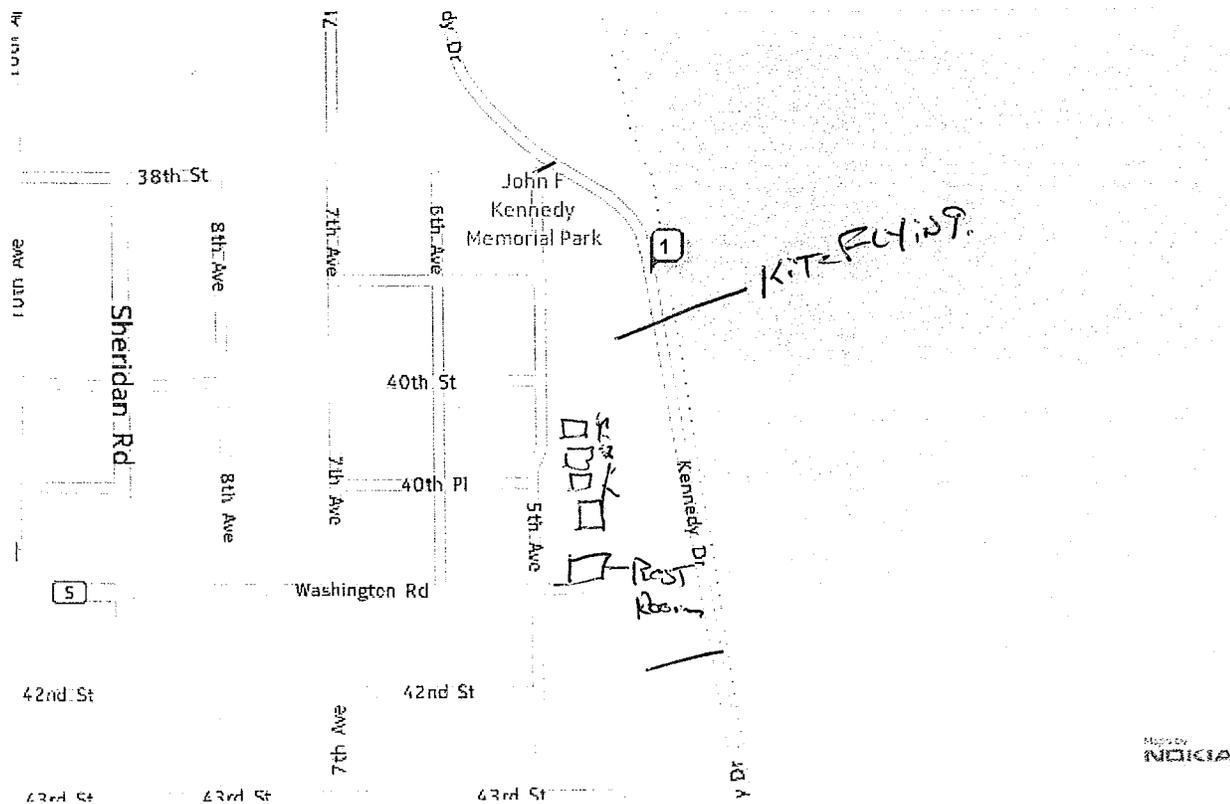
Name of the Event: OUTTA SISUT KITE FLIGHT  
Date Requested: JUNE 1 & 2 Rain Date NONE  
Location Requested: KENNEDY PARK Estimated Attendance ?  
Charitable Event:  No \_\_\_\_\_ Yes, Proceeds donated to \_\_\_\_\_  
Brief Description of the Event: KITE FESTIVAL.  
\_\_\_\_\_  
\_\_\_\_\_  
Set up date and time: MAY 31, 12 NOON  
Time of Event: 10A - 5P  
Take down date and time: JUNE 2, 5-9P

FOR OFFICE USE ONLY:

Application Packet Received 1-3-12 Admin. Or Commission Approval \_\_\_\_\_  
Copies sent to: Alderperson Hauggaard Dirk \_\_\_\_\_ Police \_\_\_\_\_  
Fire: \_\_\_\_\_ PW Admin \_\_\_\_\_ PW-Streets: \_\_\_\_\_ Kris \_\_\_\_\_



### John F Kennedy Memorial Park near Kennedy Dr, Kenosha, WI 53140



**1. John F Kennedy Memorial Park**  
 Kennedy Dr, Kenosha, WI

When using any driving directions or map, its a good idea to double check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

To assist you with your special event, the Public Works Department/Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

Y  
yes/no

Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.

N  
yes/no

Water: Varies by location

**PARK DIVISION:**

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year"

# of Benches \_\_\_\_\_ # of Picnic Tables \_\_\_\_\_ # of extra trash containers \_\_\_\_\_

# of Barricades \_\_\_\_\_ Any Bleachers \_\_\_\_\_ Any Reviewing Stands \_\_\_\_\_

Showmobile New \_\_\_\_\_ Old \_\_\_\_\_

Fencing: Snow Fencing # of feet 20 Portable fencing - # of feet/sections \_\_\_\_\_

Other Special Requests: To be determined w/ DSK + Jeff

**STREET CLOSURES:** Contact Public Works at 653-4050 for any partial or full street closure

# of Barricades \_\_\_\_\_ A map must be attached with the placement locations

# of Parking Signs \_\_\_\_\_ Organization responsibility:

Approval must be received from the Public Works Department  
The department will provide the organization with a sample of the sign that is to be posted.  
It is the responsibility of the organization to have these signs printed in the form and color required  
Organization is responsible to supply the stakes to attach the signs in the location approved.  
Further information is in Item #14 of the procedures.

NOTE: The organization will be notified if equipment requested is available for the date of your event.  
See Attached Fees Schedule

**TEMPORARY STRUCTURE  
CITY OF KENOSHA - PARK DIVISION**

**Please review Item #8 in the Policy/Procedure Manual**

Name of Event OUTTA SIGHT KITE FLIGHT  
Park Requested KENNEDY PARK Date of Event: JUNE 1 & 2

\*\*Structure location must be placed on site map.

**Type of Temporary Structure**

- Tent
- Staging
- Trailers
- Inflatables
- Dunk Tank
- Other, Please explain AREA NEXT TO REST ROOM

**Vendor Information**

(Name of Company and/or individual providing temporary structure)

Name of Company/Individual: GIFT OF WINDS - KITE SOCIETY  
Work # 414.305-3145 Home # SAME Cell SAME

**Insurance**

All vendors that are supplying the organization with a temporary structure must supply a Certificate of Insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured'; unless all vendors are being insured as an umbrella under the organizer's. Copy to be attached or sent to the Park Division 30 days prior to the event.

Insurance Company GENERAL CASUALTY

**Signature**  
Vendor Signature [Signature] Date 1/2/13

**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of Event OUTTA SIST KIZ FLIST

Location of Event: Redwood PARK Date of Event June 12

Contact Person SCOTT FISHER

**Type of Amplified Sound**

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) \_\_\_\_\_

TEST SYSTEM ON 5/31/12

Requested time of amplification: Start: 8:30A<sup>-TEST</sup> Ending 5:00P  
10:00A - START

**Name of Company and/or Individual handling the amplification of the event:**

GIFT OF WIVES - KIZ SOCIETY

Daytime # 4143053145 Evening # Same Cell # Same

**Aldersperson notification**

Have you contacted the Aldersperson of the District in which the event will be held?

Yes  No Date: \_\_\_\_\_

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at [www.kenosha.org](http://www.kenosha.org) and click on General Ordinances and review Section 23.

PARK VENDING PERMIT APPLICATION  
CITY OF KENOSHA - PUBLIC WORKS/PARKS

EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION  
NOTE: COPIES OF THIS APPLICATION CAN BE DUPLICATED

EACH APPLICATION TO BE SUBMITTED TO THE PARK DIVISION  
BY THE ORGANIZATION IN CHARGE OF THE EVENT

Name of the Event: OWITA Sister Kite Festival  
Location of the Event: LEWIS PARK Date of Event JUNE 1+2  
Name of Group/Organization providing the service GIFT OF WISDOM - KITE SOCIETY  
Contact Person SCOTT FISHER  
Address 9955 W. ST MARTIN'S RD FRANKLIN WI 53132  
Daytime # 4143053145 Evening # 4143053145 Cell # Same

**Product or Service Sold**

Please list all items to be sold or service provided. Attach an additional list, if necessary.

FOOD, KITES.

If selling food, please indicate your Temporary Restaurant License # I'll get it from HD

Non-Food Item KITE

**Detail of Vendor Set-up**

Please include what your vending site will contain (tables, tents, electricity, etc.[These items are not provided by the city]) TENTS, TABLES, ELECTRICITY

**Insurance**

All vendors must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's.

Insurance Company GENERAL CASUALTY

A copy of the policy must be provided to the Park Division prior to the event.

**Signature**

Vendor Signature [Signature]

Date 1/2/13



**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

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Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

January 24, 2013

TO: Chairman Michael Orth, Board of Park Commissioners  
Chairman Eric Haugaard, Public Works Committee

FROM: Jeff Warnock, Park Superintendent *JW*

RE: Wisconsin Marathon

Request Wisconsin Marathon, LLC has requested to use Celebration Place & Surrounding City Streets for their event to be held on Saturday, May 4, 2013. They are looking for permission to hold the marathon in Celebration Place and surrounding streets, to use park equipment and to sell fermented Malt Beverages.

History: The event has been invoiced for all charges in the past.

Costs: 2010 = \$1,358.40  
2011 = \$1,335.00  
2012 = \$1,357.00  
2013 = \$1,400.00 – depending upon request of equipment TBD

Recommendation: To approve the request and the organization to be invoiced for charges.

SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization JET Events Management

Contact Person who is responsible for event: Jonathan Carh

Address: 7842 Lincoln Ave, Suite 100,

City/State/Zip Skokie, IL 60077

Daytime # 847-675-0200 x<sup>210</sup> Evening # \_\_\_\_\_ Cell# 847-767-4276

Fax # 847-675-2903 E-mail: jcarh@jetchicagoathlete.com

Is the Host Organization a 501(c)-3? Yes, provide ES# \_\_\_\_\_

EVENT INFORMATION

Name of the Event: Wisconsin Marathon

Date Requested: May 4, 2013 Rain Date \_\_\_\_\_

Location Requested: Celebration Park + City Street Estimated Attendance 8,000 +

Charitable Event:  No \_\_\_\_\_ Yes, Proceeds donated to \_\_\_\_\_

Brief Description of the Event: Half race and little party

Set up date and time: May 3 + 4, all day

Time of Event: Race starts at 7am

Take down date and time: May 4, 1:30-4

FOR OFFICE USE ONLY:

Application Packet Received 11/7/2013 Admin. Or Commission Approval \_\_\_\_\_

Copies sent to: Alderperson Schwartz Dirk \_\_\_\_\_ Police \_\_\_\_\_

Fire: \_\_\_\_\_ PW Admin \_\_\_\_\_ PW-Streets: \_\_\_\_\_ Kris \_\_\_\_\_

## EQUIPMENT RENTAL REQUEST CITY OF KENOSHA – PUBLIC WORKS/PARKS

To assist you with your special event, the Public Works Department/Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

No  
yes/no      Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.

No  
yes/no      Water: Varies by location

### PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year"

# of Benches 0      # of Picnic Tables 50      # of extra trash containers 50

# of Barricades 15      Any Bleachers x      Any Reviewing Stands 0

Showmobile New Yes      Old \_\_\_\_\_

Fencing: Snow Fencing # of feet 400      Portable fencing - # of feet/sections \_\_\_\_\_

Other Special Requests: Actual numbers TBD. These are approx

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### STREET CLOSURES: Contact Public Works at 653-4050 for any partial or full street closure

# of Barricades 15      A map must be attached with the placement locations

# of Parking Signs 200      Organization responsibility:

Approval must be received from the Public Works Department  
The department will provide the organization with a sample of the sign that is to be posted.  
It is the responsibility of the organization to have these signs printed in the form and color required  
Organization is responsible to supply the stakes to attach the signs in the location approved.  
Further information is in Item #14 of the procedures.

NOTE: The organization will be notified if equipment requested is available for the date of your event.

See Attached Fees Schedule



**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of Event Wisconsin Marathon

Location of Event: Celebration Park Date of Event May 7, 2013

Contact Person Jonathan Cash

**Type of Amplified Sound**

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) Live band

Requested time of amplification: Start: 6:30 am Ending 2:00 pm

**Name of Company and/or Individual handling the amplification of the event:**

TBD

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

**Aldersperson notification**

Have you contacted the Aldersperson of the District in which the event will be held?

\_\_\_\_\_ Yes       No      Date: \_\_\_\_\_

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at [www.kenosha.org](http://www.kenosha.org) and click on General Ordinances and review Section 23.

**FERMENTED MALT BEVERAGE SALES APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Name of Event: Wisconsin Marathon

Location of Event Celebration Park Date of Event May 4, 2013

Name of Group Responsible Kierahn's Club of Western Kenosha

Person that is Responsible for License and Regulations \_\_\_\_\_

Address \_\_\_\_\_

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

**Beer Selling Permit Information**

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Security Company/ Brief description of how security will be handled.

\_\_\_\_\_  
\_\_\_\_\_

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?  
 No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?  
 No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**



Application/Permit

- Open Burning
- Fireworks

City of Kenosha Fire Department  
 Fire Prevention Bureau  
 625 52<sup>nd</sup> Street  
 Kenosha WI 53140  
 262.653.4110

Date of Event: May 9, 2013

Event Location: Celebration Park

PARKS - Application 3

**Name of Occupancy - Event Location:**

Wisconsin Marathon - Celebration Park

**Property Owner:**

Owner Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Applicant/Contact Information:**

Name of Applicant: Jonathan Cain

Mailing Address: 7842 Lincoln Ave, Suite 100

City/State/Zip: Skokie, IL 60077

Phone #: 847-675-0200 x210

E-mail: jcain @ my chicago athlete. com

**PERMIT FEES - OPEN BURNING**

Open Burning: Bonfire for Non-Profit Civic Organizations	\$150 for 3 Hours; \$50 per Additional Hour Needed	
Open Burning: Single Ceremony	\$10	
Open Burning: Civic Event Sponsored By the City of Kenosha	NO FEE	

**PERMIT FEES - FIREWORKS**

Fireworks Display Inspection and Permit	\$100	
Fireworks Sale Inspection and Permit	\$50	
Plan Resubmittal Fee	\$125	
Alteration to Plans	\$50	

Total Permit Fee: 0

**Event Description:**

\_\_\_\_\_  
 \_\_\_\_\_

Date Received: 1/1 KFD Permit #: \_\_\_\_\_  
 KFD Signature: \_\_\_\_\_

Applicant Signature: [Signature]



**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

January 24, 2013

TO: Chairman Michael Orth, Board of Park Commissioners  
FROM: Jeff Warnock, Park Superintendent *JW*  
RE: Wisconsin Shores Little League

A request has been received from Wisconsin Shores Little League for 100% sponsorship of their athletic fees. This organization has utilized in the past Forest Park ball diamonds for their games, the past two years they have been playing at the Kenosha Sports Complex.

History: The organization has received a 100% sponsorship for each year

Fees: 2013 Fees: \$50.00 per field/per day - 11 weeks on all 4 diamonds = \$2200.00

Recommendation: To approve the games with 100% sponsorship

**PARK USE AGREEMENT**

*By And Between*

**THE CITY OF KENOSHA, WISCONSIN – PARK DIVISION**

*(Hereinafter referred to as "Park Division ")*

*And*

COPY

PERMITTEE Wisconsin Shores Little League

ADDRESS 4216-25th Street, Kenosha, WI 53144

CONTACT PERSON RESPONSIBLE FOR THE EVENT Jackie Batterby

TITLE President

TELEPHONE 262-551-7555 (prior to event) 262-705-8212 (during event)

The above parties, in consideration of the mutual understanding, undertakings and agreements hereinafter set forth, agree as follows:

**1. PARK USE**

**PARK DIVISION** will make available to PERMITTEE certain park property, as follows:

- a) Name of Park Kenosha Sports Complex
- b) Park Activity baseball (challenger)
- c) Date(s) and Time June 1 - Aug 10, 2013 (Saturday

mornings) 9-10:30 am - 4<sup>th</sup> Do has a tournament  
play @ Forest park 9am-12pm

**2. RESPONSIBILITY OF THE PARK DIVISION**

**PARK DIVISION**, although responsible for the general maintenance of said City park, will not inspect the area to be used immediately prior to the use to determine whether or not the area is suitable and safe for such use and it will not supervise such use.

Rainouts to be played Wed 6pm-8pm @ KSC 1-4 or FPI-3

**3. RESPONSIBILITY OF PERMITTEE**

**PERMITTEE** agrees to:

- a) Inspect the Park areas to be used, in accordance with, but not limited to, the **Safety Checklist**, which is attached hereto as Exhibit "A" and incorporated herein by reference, immediately prior to their use to determine whether or not the area is suitable and safe for such use. If said, inspection reveals that any such area is not suitable and safe for such use, the area shall not be used until the area is made suitable and safe for such use.
- b) Report unsafe conditions in the area to the City of Kenosha Park Division or Police Division as soon as possible.

- c) Warn all persons using the area under authority of this agreement of the risks and hazards of the intended use and of any unsafe conditions which may exist or portions of any area which are not suitable for use.
- d) Supervise all persons using area under authority of this agreement.
- e) Use Park Area in accordance with General and Special Park Rules and Regulations, a copy of which is attached hereto as **EXHIBIT 'B'** and incorporated herein by reference.
- f) Be financially responsible for any damage to the Park Area and Buildings and Structures thereon, which are caused by the negligent or intentional acts of persons using area under authority of this agreement.
- g) Applicants who are subject to the Americans with Disabilities Act shall comply herewith.

4. **SECURITY**

**PERMITTEE** shall provide private security at its expense for this event to provide a reasonable amount of protection for persons and property.

5. **INDEMNITY AND HOLD HARMLESS**

**PERMITTEE** shall indemnify and hold harmless **CITY** and **PARK DIVISION** and their officers and employees from and against any and all liability, claims, damages, expenses, attorney fees, cost, judgments or settlements which any of them may sustain should any person or party incur or suffer death, personal injury, or property damage as a result of any act or omission arising out of the use of park property or out of any breach of this agreement upon the part of **PERMITTEE** or its officers, employees or agents.

6. **INSURANCE**

**PERMITTEE** shall obtain and maintain one (1) or more policy(ies) of liability insurance written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which shall contain an endorsement for contractual liability to support the indemnity and hold harmless provision of this agreement, covering death, personal injury and property damage in the amount of **One Million Dollars (\$1,000,000.00)**. A Certificate of Insurance shall be filed with the Park **DIVISION** prior to the event, which shall confirm said coverage and provide the City with twenty (20) days advance written notice of the cancellation, change or termination of said insurance policy(ies).

7. **AUTHORITY**

a) **PARK DIVISION**

The Park Superintendent is authorized to execute this agreement under authorization of Section 6.05E (2) of the Code of General Ordinances.

b) **PERMITTEE**

The **PERMITTEE** enters into this agreement by authority of

WI Shores Little League

IN WITNESS WHEREOF, the parties hereto have herein executed this agreement on the dates below given.

**CITY OF KENOSHA PARK DIVISION**

By Jeff Warnock  
Signature

Date 1/17/13

Title: Superintendent

STATE OF WISCONSIN  
COUNTY OF KENOSHA

Personally came before me this 17<sup>th</sup> day of January, 2013.  
Jeff Warnock, to me known to be such Park Superintendent or his designee within the Park Division and acknowledge that he executed this foregoing instrument as under the authority of said Park Division by its authority.

**NOTARY PUBLIC**  
**STATE OF WISCONSIN**  
**JODI D. MCKINNEY**  
*Jodi D. McKinney*

Jodi D. McKinney  
Notary Public, Kenosha County, Wisconsin  
My Commission expires/is 12-31-14

Read carefully before signing: This is a Legal Document carrying financial obligations.

**I have read all Park Rules and Regulations and understand all requirements that are listed in the approval letter. BE SURE TO HAVE YOUR SIGNATURE NOTARIZED.**

**PERMITTEE**

By Jacqueline L. Battersby

Date 1/16/13

STATE OF Wisconsin  
COUNTY OF Kenosha

The above duly authorized representative of PERMITTEE personally came before me this 16<sup>th</sup> day of January, 2013 to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument on behalf of the PERMITTEE and by its authority.

**NOTARY PUBLIC**  
**STATE OF WISCONSIN**  
**JODI D. MCKINNEY**  
*Jodi D. McKinney*

Jodi D. McKinney  
Notary Public, Kenosha County, Wisconsin  
My Commission expires/is 12-31-14

**City of Kenosha – Department of Public Works – Park Division  
2013 ATHLETIC FACILITY – ORGANIZATION INFORMATION SHEET**

Name of Organization: Wisconsin Shores Little League

Non-Profit Organizations: ES 36804 (tax exempt number or attach certificate)

Youth or Adult: youth Youth Age Group: 5-21

**Contact Information:**

**(Person responsible for signing agreement, fees, cancellations etc. Permit Holder must be present at each event.)**

Name: Jackie Battersby

Address: 4216-25<sup>th</sup> Street Kenosha WI 53144  
Street City State Zip

E-Mail Address (required for cancellations): jbattersby@wi.r.com

Phone: Daytime: (262) 551-7555 Cell Phone: (262) 705-8212

Requested Location(s): Kenosha Sports Complex How many diamonds/fields/courts will you need? 4

Which Diamonds/Fields/Courts do you prefer? 1-4

Type of Event:  Baseball  Softball  Soccer  Football  Tennis  Other

Purpose:  Practice (no field prep)  Practice (field dragged)  Game  Other:

Will lights be required?: no What time should staff turn on?:

Pitching Rubber Distance: Baseline Distance:

Mound Required:

Special Requests for Equipment/Labor/Field Layout: mud by duggouts (rain or sprinkler system) - wheelchairs have difficulty going in rout of duggouts - please waive fees. - we do not charge our players any fees. Thank you!

**FEES AND CHARGES APPLY TO ALL FACILITIES AND EQUIPMENT REQUESTS – UNLESS AUTHORIZED BY THE BOARD OF PARK COMMISSIONERS.**

RETURN FORM TO: Department of Public Works - Park Division  
625 - 52<sup>nd</sup> Street Room 305  
Kenosha, WI 53140



ATHLETIC RULES AND REGULATIONS  
FOR GAMES AND TOURNAMENTS

1. The Park Division holds the right to schedule field usage at their discretion.
2. All organizations, groups and/or individuals will be required to submit their schedules and full payment for the upcoming season no later than March 1. An appointment must be made with the Athletic Clerk to review the schedule and accept payment. There will be no tentative schedules accepted for a field (except for tournaments). Schedules will NOT be considered if the previous year's fees have not been paid.
3. Tentative schedules for organizations that have an agreement with the City will be accepted, as they have priority of those fields.
4. All organizations, groups and/or individuals that reserve all fields at one facility for a tournament will have concession rights, except at fields of those organizations that have an agreement with the City. Permittees may contact the organization that has an agreement with the City regarding handling the concessions. The permittee may be allowed to bring in their own concessionaire, however, the unit must be self-contained. If permittee chooses to bring in their own concessionaire, permittee must obtain a vending permit from the Kenosha County Health Department.
5. All Tournament games that receive field prep from the City will start no earlier than 8:00am and conclude by 10:00pm. No Exceptions. Requests can be submitted one year in advance.
6. Schedules must be provided to the Park Division a minimum of 10 days prior to the tournament start date.
7. Game lights must be turned off no later than one-half hour following the conclusion of the game, but no later than 10:30 pm
8. All organizations, groups and/or individuals are prohibited from the use of motorized equipment in the preparation or maintenance of any city athletic field unless authorized by the Superintendent of Parks. All hand tools (rakes, shovels and chalkers that are brought in by the organization) may be used for routine field maintenance between games.
9. Cleanup: Organizations, groups and/or individuals must clean up the entire area after each game or tournament (tournaments may provide a dumpster). If the Park Division is required to clean the area, the organization, group or individual will be charged a fee of \$50.00 per hour/per man. If this fee is not paid within 30 days of billing, all remaining games and/or tournaments will be canceled. Organizations that have an agreement with the City and that operate concession stands on a regular basis, will be required to provide a dumpster. Said organization shall provide the dumpster at their cost and are also responsible for removal of the trash. The Park Division will identify the location for a dumpster at the facility.
10. Diamond Dry: 2 bags will be used per field for normal field preparation by the City. Additional bags requested (not to exceed an additional 3 bags per field) will be billed at \$15.00 per bag.
11. Field closure for the season will be determined by the Park Division. The closures will be subject to change regarding the field and date each year.
12. Each athletic field will be considered as a separate facility and have individual use restrictions.
13. Field conditions may dictate relocation or denial of field use. Measurable amounts of rain within 24 hours of practice/games will cancel those activities. Knowledge of a group playing on and damaging turf will result in the immediate cancellation of that permit. No refund will be granted and damages will be billed to the organization. The Park Superintendent or his designee shall make the final decision to cancel games, in the event of inclement weather, to prevent damage to the fields.

14. Rain-outs and postponements must be rescheduled through the Park Division. The rescheduling of rain-outs or postponements will be mutually agreed upon between the Park Division and organization.
15. Permits are not transferable.
16. Permittees are only to use those fields and times specifically designated on the Field Use Permit. There may be another group following your game, so it is essential that the field is vacated by the scheduled ending time.
17. Profanity and/or un-sportsman-like conduct is grounds for revocation of the permit.
18. Fermented Malt Beverages: The sale of fermented malt beverages, if the park is designated as such, are to remain within the established tournament fence boundaries. Security guard (21 years or older) shall be stationed at all entrances/exits during the entire event to prevent the removal of fermented malt beverages from the fenced park area. Fermented malt beverages shall not be sold after 9:00 pm. Organizations are responsible for obtaining a Class "B" permit from the City Clerk once permission is granted by the Board of Park Commissioners. A copy of the permit must be submitted to the Park Division at least seven (7) days prior to the event. A permit to sell or consume fermented malt beverages does not include parking lots of any facility.
19. Noise: Use of a sound system shall be limited to the necessary operations and announcement as related to tournament play. Amplification of equipment shall be pretested and set as approved by the Park Superintendent or his designee, at a conforming and acceptable noise level for the duration of the event. Such noise level shall be set according to the Code of General Ordinances, Chapter XII "Noise Control" as outlined and enforced by the Police and Health Departments. Sound system shall not be used between the hours of 10:00pm - 8:00am.
20. Any signage and/or banners placed at the site must have approval by the Board of Park Commission a minimum of 30 days prior to the event. All materials must be removed upon completion of the event .
21. Youth Group Definition: An organization whose primary goal is to provide services, programs or activities for children under the age of 18.
22. All organizations are required to make sure the field, dugout and stand areas have been cleared of all trash. A fee of no more than \$50.00 will be assessed to the organization that violates this policy.
23. Cancellation Policy: If a tournament is canceled prior to turning in the schedule (10 days in advance) the deposit will be refunded along with the rental fee, less \$100.00. If there is a no-show when the tournament begins with no previous advance notice, no deposit or fees will be refunded.
24. IF AN ORGANIZATION, GROUP OR INDIVIDUAL IS FOUND TO BE IN VIOLATION OF THE RULES AND REGULATIONS IN THIS POLICY OR WITH THE GENERAL CODE OF ORDINANCES, THE PERMIT IS SUBJECT TO CANCELLATION.

I HAVE READ THE ABOVE RULES AND REGULATIONS FOR 2013:

Reginald B. Bottersley  
SIGNATURE

WI Shores Little League  
ORGANIZATION

1/16/13  
DATE

# CERTIFICATE OF LIABILITY INSURANCE

DATE 1/07/13

**Keystone Risk Managers, LLC**  
**1995 Point Township Drive**  
**Northumberland, PA 17867**

CERTIFICATE # 1490603-1

1 49 06

**INSURERS AFFORDING COVERAGE:**

INSURER A:	LEXINGTON INSURANCE COMPAN
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANC COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

ADDITIONAL NAMED INSURED:

WISCONSIN SHORES LL  
 JACKIE BATTERSBY  
 4216 25TH STREET

KENOSHA WI 53144

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS
X	GENERAL LIABILITY	9472612	1/03/2013	1/01/2014	EACH OCCURRENCE \$1,000,000
	X OCCURRENCE				GENERAL AGGREGATE \$2,000,000
	X INCL. PARTICIPANTS				PROPERTY DAMAGE DEDUCTIBLE: \$250
	X SEXUAL ABUSE				PRODUCTS/COMP OPS AGGREGATE \$1,000,000
	MEDICAL PAYMENTS				SEXUAL ABUSE OCCURRENCE \$1,000,000
X	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS \$1,000,000
					AGGREGATE \$1,000,000
X	CRIME COVERAGE				EACH LOSS \$35,000
					Crime Deductible: \$250 Property/\$1,000 Money
X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Ded. \$50

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

### ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

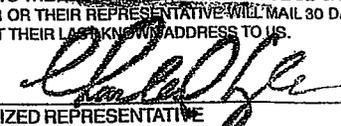
CITY OF KENOSHA

### INSURED

**Little League Baseball Risk Purchasing Group, Inc.**  
**539 U.S. RT. 15 HIGHWAY**  
**South Williamsport, PA 17702**

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

  
 AUTHORIZED REPRESENTATIVE

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	January 24, 2013	Item 2
<b>Conditional Use Permit for a renovation to the stadium at Simmons Field at 7817 Sheridan Road.          (Northwoods League) (District #12) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 7817 Sheridan Road  
 Zoned: South Sheridan

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Bostrom, has been notified. This item will also be reviewed by the Parks Commission before final approval by the Common Council.

**ANALYSIS:**

- Representatives of the Northwoods Baseball League have submitted the attached application to make renovations to the existing Simmons Baseball Field at 7817 Sheridan Road. The proposal includes new bleachers along the first and third base lines, as well as renovations to the existing bleacher facility behind home plate. The existing bleacher benches would be replaced with individual seats and the new bleachers would have individual seats. The facade of the structure behind home plate would be enhanced with decorative brick material around the concessions area. The applicant would also enhance features on the site with new fencing and entrance gates.
- Part of the proposal is to construct a gravel parking lot behind the right-field wall. Section 5.08 of the Code of General Ordinances allows parking facilities owned or operated by the City to be unpaved. The parking lot could hold up to one hundred seventy-three (173) parking spaces. The plans indicate one hundred seventy-eight (178) spaces, but five (5) will have to be eliminated since they do not conform to the Ordinance. The existing parking lot at the front part of the site holds an additional fifty-four (54) parking spaces for a total of two hundred twenty-seven (227) parking spaces on-site. The proposed facility can seat up to 2,080 people. The Zoning Ordinance requires one (1) parking space per five (5) seats. Therefore, four hundred sixteen (416) parking spaces are required. Since there is a shortage of one hundred eighty-nine (189) parking spaces on site, the Common Council must approve of an Exception to the minimum off-street parking requirement. The Northwoods League has been negotiating with neighboring businesses and users to provide additional reserved parking spaces.
- The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- 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 R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

<b>Planning &amp; Zoning Division</b> 625 52nd Street Kenosha, WI 53140 262.653.4030	<b><i>Kenosha City Plan          Commission          Conditions of          Approval</i></b>	<b>Northwoods League</b> <b>7817 Sheridan Road</b>	January 24, 2013
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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 a Sidewalk permit 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 permits are 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 with the exception of the gravel parking area on the East end of the site, 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 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.
  - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.

<b>Planning &amp; Zoning Division</b> 625 52nd Street Kenosha, WI 53140 262.653.4030	<b><i>Kenosha City Plan          Commission          Conditions of          Approval</i></b>	<b>Northwoods League</b> <b>7817 Sheridan Road</b>	January 24, 2013
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- i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - j. Compliance with the Lease between the City, Board of Park Commissioners and Baseball Like It Oughta Be, LLC and Northwood League, Inc. approved by the Common Council on December 17, 2012.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any Construction permits.
- a. The Engineering Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated January 14, 2013.
  - b. Provide more details on the following items:
    - i. Is the space underneath the first and third base bleachers open or enclosed? If it is enclosed, provide details on the proposed material, and those materials shall comply with Section 14.0 of the Zoning Ordinance.
    - ii. Provide greater detail on the decorative concrete piers, decorative cast in place concrete walls, etc.
    - iii. An Architectural Elevation of the main grandstand behind home plate shall be submitted showing the proposed changes and building materials.
    - iv. If the exterior elevation of the team locker room building at the far west end of the site is being modified, then an Exterior Elevation Plan shall be submitted for that building.
    - v. The types of materials for all fencing shall be better defined. If possible, all new chain-link fencing shall be vinyl coated.
    - vi. Will the parking spaces on the gravel lot be striped/painted?
  - c. On the Parking Plan, remove the five (5) northernmost parking stalls from the center parking row to allow for greater traffic flow at this end of the parking field.
  - d. A Special Exception to the off-street parking standards of the Zoning Ordinance shall be approved by the Common Council prior to the issuance of any construction permits.



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

## DEPARTMENT OF PUBLIC WORKS

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

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

## MEMO

**TO:** Brian Wilke, Development Coordinator

**FROM:** Clement Abongwa, P.E. C.A.  
Assistant City Engineer

**DATE:** January 14, 2013  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** Simmons Filed Renovation  
**Location:** 7817 Sheridan Road

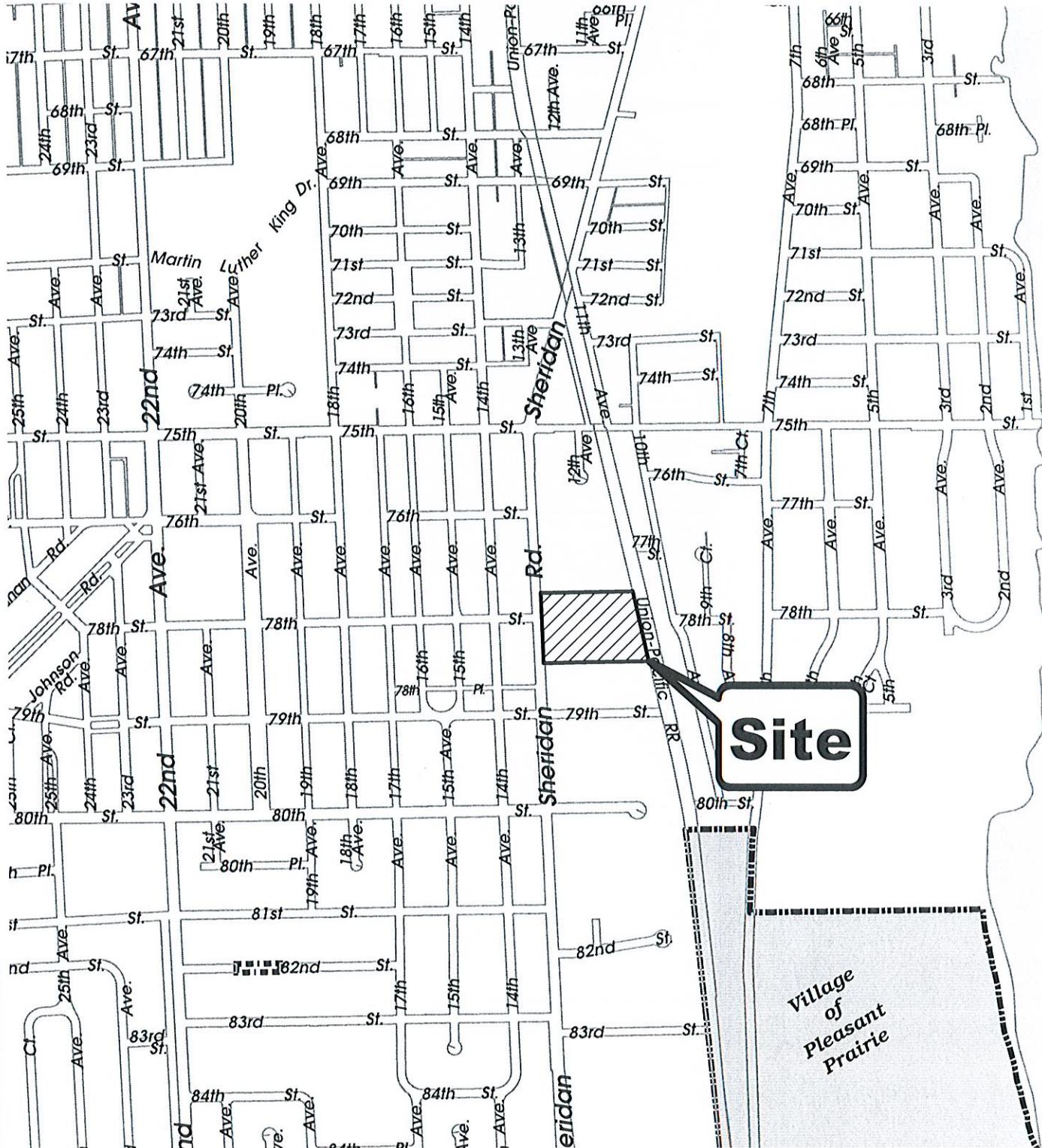
1. City will be responsible for lighting and parking lot. Layout is informational only since parking lot will not be paved per City of Kenosha Code of General Ordinance 5.08 A.1.
2. City will be updating field lighting by replacing lamps and ballasts if necessary.
3. Need to have demolition plan to show features that will be removed.
4. Need to include grading plan showing elevations of walkways, bleachers, dugouts, grass berm, etc.
5. Need to have erosion control plan (requirement to obtain erosion control permit)
6. Need to include detail drawings for wall, foundation, sidewalk, party deck, grass berm, fence gate, proposed chain link fence, storm sewer connection for dugout (have a crock, pump, and perimeter drain tile), porous floor in dugout, porous concrete or pavers, light pole through bleachers, dumpster detail, 30" fence detail to provide further comments.
7. Sheet S101 Proposed Site Plan – How do pedestrians access the bleacher ramp? How wide is the ramp?
8. Sheet S101 Proposed Site Plan – under NOTES #2: ½" weep holes in the wall seems small and easy to plug.
9. Sheet S101 Proposed Site Plan – under NOTES #3: Include area that will be disturbed for further Stormwater Management requirements.
10. Sheet S102 Proposed Parking Plan – Add note INFORMATIONAL ONLY - not part of construction packet.
11. Sheet S103 Stadium Foundation Plan – additional cross sections are necessary for review and verify that all wall thicknesses are labeled and foundation depths are adequate.
12. Sheet S300 Stadium Seating Elevations – for cast-in place concrete dugouts provide structural design calculations from an SE and reinforcement details and bending schedule
13. Sheet S400 Sections – Detail 1/S400 - provide additional information on depth of footing and depth and width of spread footing.

14. Sheet S400 Sections – Detail 2/S400 –
  - a. Show footing /foundation plan and detail with depth of footing.
  - b. Need a section to show foundation and provide foundation structural design calculations
  - c. What is the base for the dugouts?
  - d. How do the dugouts drain? (Example: install 4” perforated drain tile along perimeter of dugout, connect drain tiles in a crock with a pump to get water to nearest storm sewer.)
  - e. It appears as if the wall runs in front of the dugout. Where is the wall opening for entrance and exiting from dugout
  - f. Need survey staking info for locations of wall, bleachers, etc.

cc: **Cathy Austin**  
**Clement Abongwa**  
**Kile Kuhlme**  
**Gerard Koehler**

# City of Kenosha

## Vicinity Map Simmons Field - CUP



----- Municipal Boundary



0 200 400 600 800 1,000 Feet

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

**MAILING INFORMATION**

**NAME OF PROJECT:** \_\_\_\_\_

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

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: Baseball Like It Oughta Be LLC 2920 N Sherman Ave Madison, WI 53704	Phone: 608.246.4277 Fax: 608.246.4163 E-Mail: conor@mallardsbaseball.com
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number):  
Simmons Field, 7817 Sheridan Rd. Kenosha, WI 53143

**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: _____
	Existing Building Size: _____
	Site Size: <u>334, 350</u>
	Current # of Employees <u>0</u> Anticipated # of New Employees <u>5 FT, 100 PT</u>
Anticipated Value of Improvements <u>\$1 million</u>	

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>
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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> forty (40) 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>
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Fees:	Building or Addition Size	Site size	Review Fee
Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC

➤ 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.  
 ➤ Application fee entitles applicant to an initial review and one re-submittal.  
 ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.  
 ➤ CUP Amendment = 50% of the applicable fee as determined above.

Appendices to Review:	➤ All
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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>
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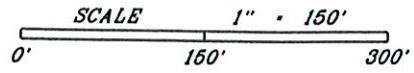
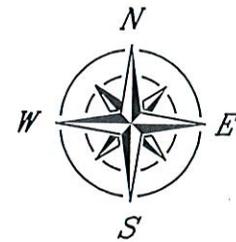
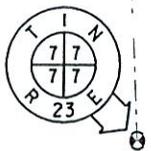
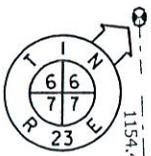
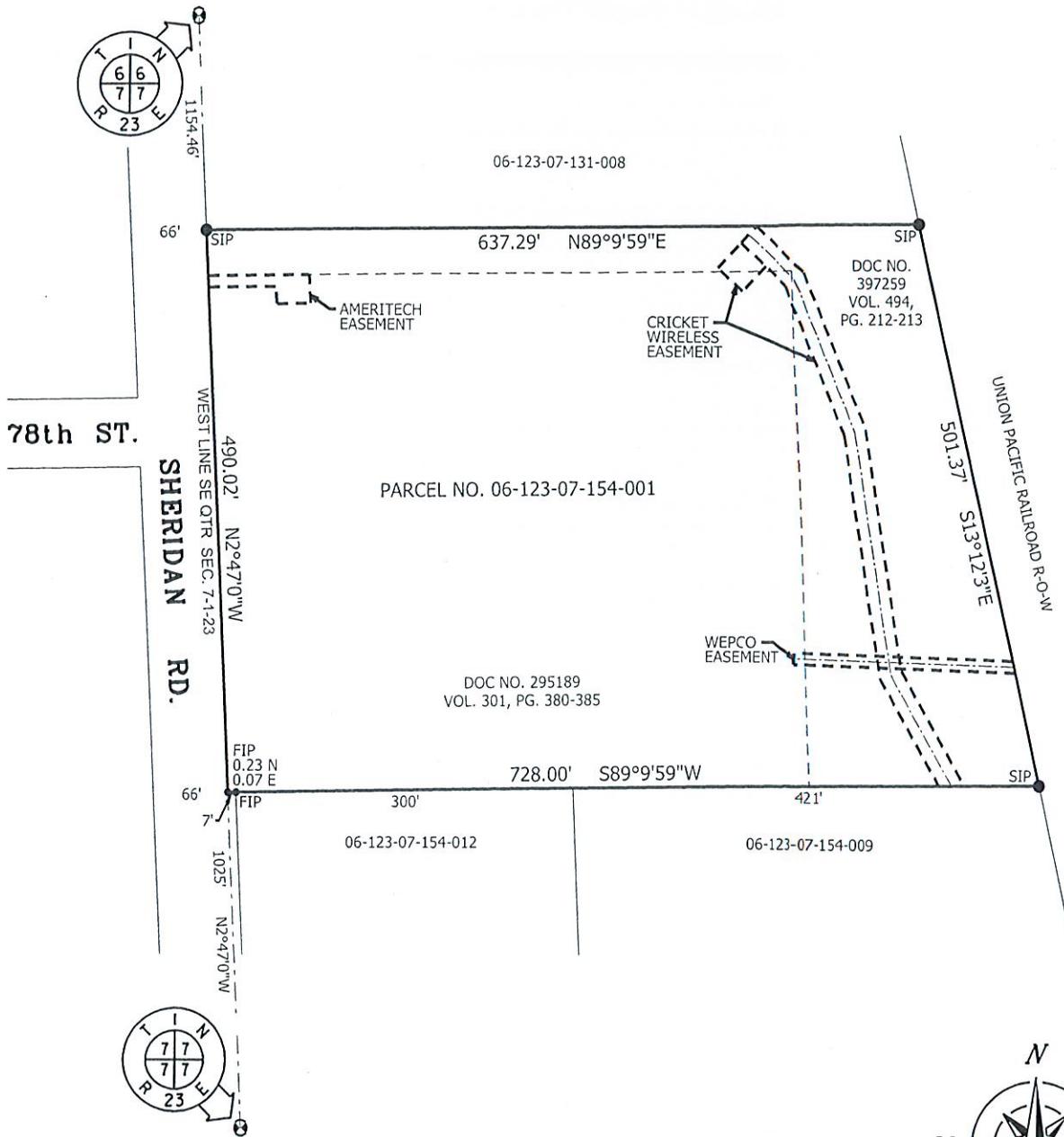
The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

<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>
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<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>
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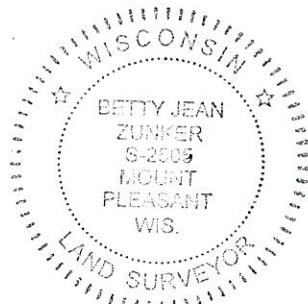
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>
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CITY OF KENOSHA  
 PLAT OF SURVEY  
 FOR  
 SIMMONS ATHLETIC FIELD



THIS SURVEY WAS MADE UNDER MY DIRECTION AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF.

*Betty Jean Zunker*  
 BETTY JEAN ZUNKER R.L.S.  
 DECEMBER 26, 2012



BEARINGS ARE REFERENCED TO GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE WITH THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, T. 1 N., R. 23 E., HAVING A BEARING OF NORTH 2°47'00" WEST

CITY OF KENOSHA  
PLAT OF SURVEY  
FOR  
SIMMONS ATHLETIC FIELD

All of the land, excepting street right-of-way, contained in a Warranty Deed from Simmons Company to The City of Kenosha, recorded in Volume 301, Page 380-385, Document 295189 on May 8, 1947 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the northeast quarter of section number seven (7), in town number one (1) north, of range number twenty-three (23) east of the fourth principal meridian, and particularly described as follows, to wit: Commence at the point on the east line of Sheridan Road (so-called), which is one thousand twenty-five (1025) feet north of the south line of said quarter section, and which point is also the southwest corner of the parcel of land conveyed to the party of the first part herein by deed of conveyance recorded in the office of the register of deeds for Kenosha county, Wisconsin, in volume 93 of Deeds, on page 84; thence east, parallel with the south line of said quarter section five hundred twenty (520) feet; thence north parallel with the east line of Sheridan Road four hundred fifty (450) feet; thence west parallel with the south line of said quarter section to the east line of Sheridan Road and to a point which is four hundred fifty (450) feet north of the place of beginning; thence south along the east line of Sheridan Road four hundred fifty (450) feet to the point of beginning, and lying and being in the city of Kenosha, county of Kenosha and state of Wisconsin."

ALSO;

All of the land, excepting street right-of-way, contained in a Warranty Deed from Charles A. Lepp, Trustee to The City of Kenosha, recorded in Volume 494, Page 212-213, Document 397259 on October 3, 1958 with the Kenosha County Register of Deeds Office and being described therein as:

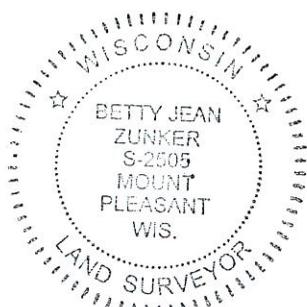
"Part of the Northeast Quarter of Section Seven (7), Town One (1) North, Range Twenty-three (23) East of the Fourth Principal Meridian, and more particularly described as follows: Beginning at a point on the West line of said Quarter Section which point is 1475.00 feet North, as measured along and upon said West line, of the South line of said Quarter Section; thence North, along and upon said West line of said Northeast Quarter Section, 40.02 feet; thence South 88° - 02' East, 637.29 feet; thence South 10° - 25' East, 501.40 feet along and upon the West line of the Chicago and North Western Railway Company Right-of-Way; thence North 88° - 02' West, 208.00 feet; thence North 450.00 feet; thence North 88° - 02' West, 520.00 feet and to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin."

Containing 7.675 acres of land more or less.

The above all being subject to easements and restrictions of record.

THIS SURVEY WAS MADE UNDER MY  
DIRECTION AND THE MAP HEREON IS  
A TRUE REPRESENTATION THEREOF.

  
BETTY JEAN ZUNKER R.L.S.  
DECEMBER 26, 2012



December 26, 2012

Re: Condition Use Permit Application – Section 4

Submitted by: Baseball Like It Oughta Be LLC for 7817 Sheridan Rd., Kenosha, WI – Simmons Field

This letter is to serve as an introduction to, and explanation of, our submittal for improvements to Simmons Field in partnership with the city of Kenosha. After review of the Development Review Application and discussion with several city staff members, we wanted to itemize our answers to the requirements outlined as part of the review:

### **Building Plan**

1. Layout of buildings – Reflected on Site Plan S100 & S101.
2. Design and architecture – Please reference color renderings in packet.
3. Fire suppression – after consultation with Kenosha Fire, no fire sprinklers will be needed because there will be no change of use to the facility.
4. Fire detection – local and state ordinances will be followed. Fire extinguishers will be installed per code. There will be no change in building use.

### **Site Plan**

1. Legal Description of Property – To be provided by city engineering under separate cover.
2. Location and footprint of buildings and structures – Please reference site plan in packet.
3. Location of existing streets and parking plan – Please reference site plan in packet.
4. Development stages:
  - a. Phase One – Scheduled to take place in the Spring of 2013 with completion by July 1, 2013. This phase includes:
    - i. Demolition of existing bleacher down the third baseline and dugouts
    - ii. Construction of interior concrete walls and dugouts
    - iii. Renovation of main grandstand behind home plate including painting, new seat installation, installation of brick façade, installation of four top tables and concessions buildout.
    - iv. Renovation to clubhouse building to include new merchandise store.
  - b. Phase Two – Scheduled to start September 1, 2013. This phase includes:
    - i. Installation of front and back entrance gate
    - ii. Installation of exterior fences
    - iii. Construction of new grandstands down the first base and third base line.
    - iv. Construction of hospitality decks connecting to grandstands behind home plate.
    - v. Installation of new outfield fence and manually operated scoreboard on fence.
    - vi. Installation of new warning track on playing surface
5. Emergency access roads – After consultation with Kenosha Fire there will be two emergency access points to the exterior of the facility and three access points into the facility.
  - a. The exterior of Simmons Field will be accessed from Sheridan Road and through the easement off of 79<sup>th</sup> Street.

- b. There will be three entrances into the facility. The back gate down the right field line will have a 20 foot wide emergency access gate. From this gate there will also be a minimum of a 12 foot wide all weather, hard pack surface path leading to the main courtyard behind home plate. There will be 10 foot wide access gates at the main entrance next to the ticket office and another 10 foot wide gate down the left field line.
- 6. Square footage calculations – Existing square footage of impervious material is 150,970. This included existing gravel surfaces both inside the ballpark and in the existing parking area beyond the OF wall. By changing the area inside the ballpark that is currently gravel to grass, we would actually have an aggregate reduction in impervious surface at the site to 148,820 sq. ft. Existing percentage of impervious space is 45.1% and proposed would be 44.5%.

**Drainage Plan**

- 1. Existing topography, etc. – Included in site plan, S100.
- 2. Floodplain boundaries – Not applicable, the site sits outside of the floodplain.
- 3. Soil characteristics – Soil Report included in packet.
- 4. Proposed topography, etc. – No proposed grading changes.

**Landscape Plan**

- 1. Existing trees and land form – Please see existing site plan, S100.
- 2. Location, extent and type of proposed plantings – There are no proposed new plantings at this time.
- 3. Location, height, opaque characteristics and type of any required screening – Please see packet for interior and exterior fencing details including field perimeter wall, outfield fence and exterior fence and gates.

**Utility Plan**

- 1. Location of all utilities – Please see site plan in packet.
- 2. Exterior lighting for parking – Existing light structures will be re-used. Some repair/replacement is part of the plan currently being developed by Jeff Warnock.
- 3. Trash and waste collection – Dumpsters will be placed in the parking lot down the left field line backing up to the maintenance building. Furthermore, trash cans and recycling cans will be dispersed throughout the ballpark when the facility is in use.

Thank you in advance for your time and effort in review of these documents. Please feel free to contact us at anytime with comments, questions, or concerns.

Vern Stenman  
608-575-4267  
Vern Stenman

Conor Caloia  
608-509-3367  
Conor Caloia

# CODE OF GENERAL ORDINANCES, 2012 - KENOSHA, WISCONSIN

## 5.08 PARKING FACILITIES

### A. Definitions.

1. **Parking Facility(ies)** shall mean an off-street parking area, including lots from which motor vehicles are sold, but not including salvage yards or areas used to store towed motor vehicles, in any zoning district, which is utilized or constructed for the purpose of storing or parking five (5) or more motor vehicles, whether or not compensation for such services is charged, except for Parking Facilities owned or operated by a municipality and Parking Facilities owned or operated by industrial or manufacturing establishments and utilized for employee parking or for storing owned or leased vehicles.

2. **Parking** shall mean the keeping of motor vehicles for not more than one (1) day.

3. **Storing** shall mean the keeping of motor vehicles for more than one (1) day.

4. **Motor Vehicles** shall include mobile home, moped, motor bicycle, motor bus, motorcycle, motor-driven cycle, motor home, motor truck and motor vehicles, as defined in Chapter 340, Wisconsin Statutes. The term shall also include trailers.

5. **Altered** shall include enlarged, expanded, redesigned and reconstructed.

6. **Director of Public Works** shall include the designees thereof.

7. **Parking Space** shall be a designated place reserved for the placement of a stored or parked motor vehicle, exclusive of driveways, ramps, columns, office and work areas.

### B. License for Parking Facility.

#### 1. License Required.

a. No person, party, firm or corporation shall operate a parking facility within the City without first obtaining a license to do so from the Director of Public Works.

b. A Parking Facility License shall be required to be obtained from the operator of existing unlicensed parking facilities prior to the parking facility being altered, improved or modified, or where the property or business which uses the parking facility will have a change in occupancy, as defined in Section 8.04 of the City of Kenosha Zoning Ordinance.

2. **License Fee.** The license fee therefor shall be payable upon application. The fee, except for a processing fee, shall be refunded if the license is not issued. The Common Council will, from time to time, by Resolution, establish the Permit Fee. Should any parking facility work be commenced prior to the issuance of a permit, the fee shall increase to five (5) times the amount of the fee established by the Common Council by Resolution.

3. **License Term.** Licenses shall be in force and effect until suspended or revoked or until the Parking Facilities are altered and a new license here under issued or denied.

4. **Exception.** Parking Facilities licensed prior to the effective date of this Ordinance need not be relicensed hereunder unless they are altered.

5. **Criteria for License Issuance.** The Director of Public Works shall not grant a license hereunder unless:

a. The Parking Facility shall be located in conformance with the City Zoning Ordinance, as determined by a written report from the City Zoning Administrator.

b. The Parking Facility shall be constructed and maintained in conformance with all relevant State and City laws, rules and regulations.

c. Required Driveway Approach Permits are applied for and obtained and relevant work done in accordance therewith.

d. The Design Criteria for Parking Facilities herein specified is complied with.

e. The Parking Facility must be lighted at night in such a manner so as to make it as safe as the nature of the premises will reasonably permit for vehicular and pedestrian traffic.

6. **Alteration of Parking Facilities.** No Parking Facility shall be altered after the effective day of this Ordinance, without the operator thereof first obtaining a License hereunder, even though the Parking Facility would have been exempt here from had there been no alteration thereof.

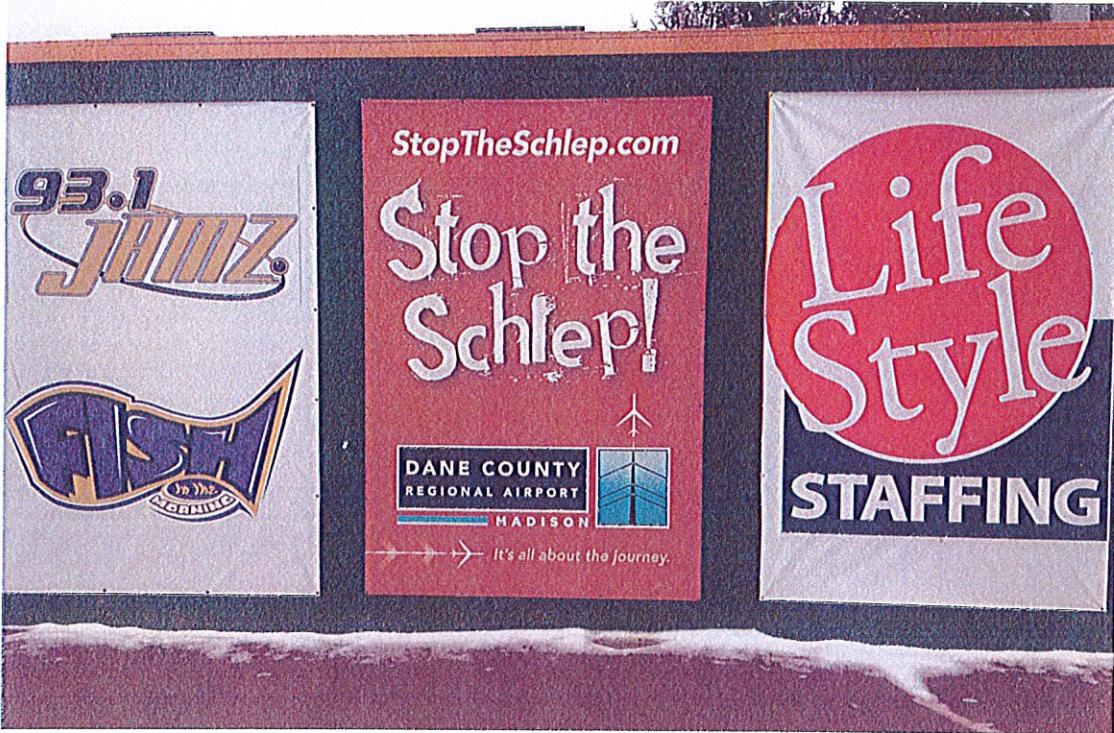
7. **License Application.** The license application shall include the following:

a. A plan of the Parking Facility drawn to a scale of one (1") inch being equal to twenty (20') feet on a single sheet of paper, which drawing shall indicate property lines, existing structures, proposed structures, the number arrangement

## MATERIALS EXAMPLES

### Outfield Fence Example:

The existing OF wall will be covered in plywood & painted blue to match team colors. This is an example of a similar execution that is painted green:



### Decorative cast in-place concrete wall:

This is a photo of the field perimeter wall that we are proposing. The color, brick size & general style is the same in this picture as we are planning on using at Simmons Field.





Simmons Field Renovation - Color rendering #1



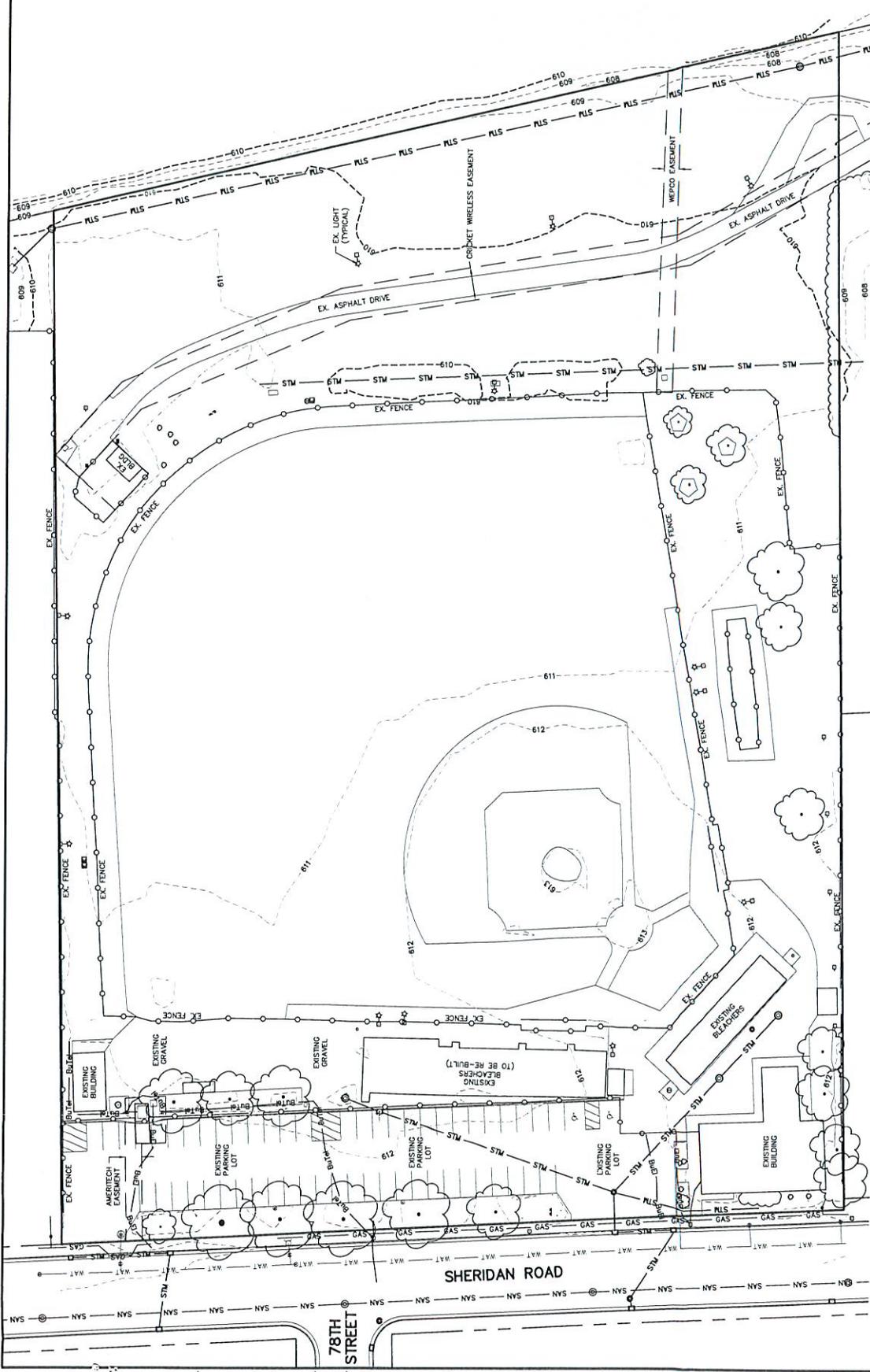
**Simmons Field Renovation - Color rendering #2**



**S100**  
**SIMMONS FIELD REDEVELOPMENT**  
 EXISTING SITE PLAN  
 DATED: DECEMBER 27, 2012

**QUAM ENGINEERING, LLC**  
 Residential and Commercial Site Design Consultants  
 www.quamengineering.com  
 4604 Sigelkow Road, Suite A - McFarland, WI 53558  
 Phone: (608) 838-7750 Fax: (608) 838-7752

17-77-17





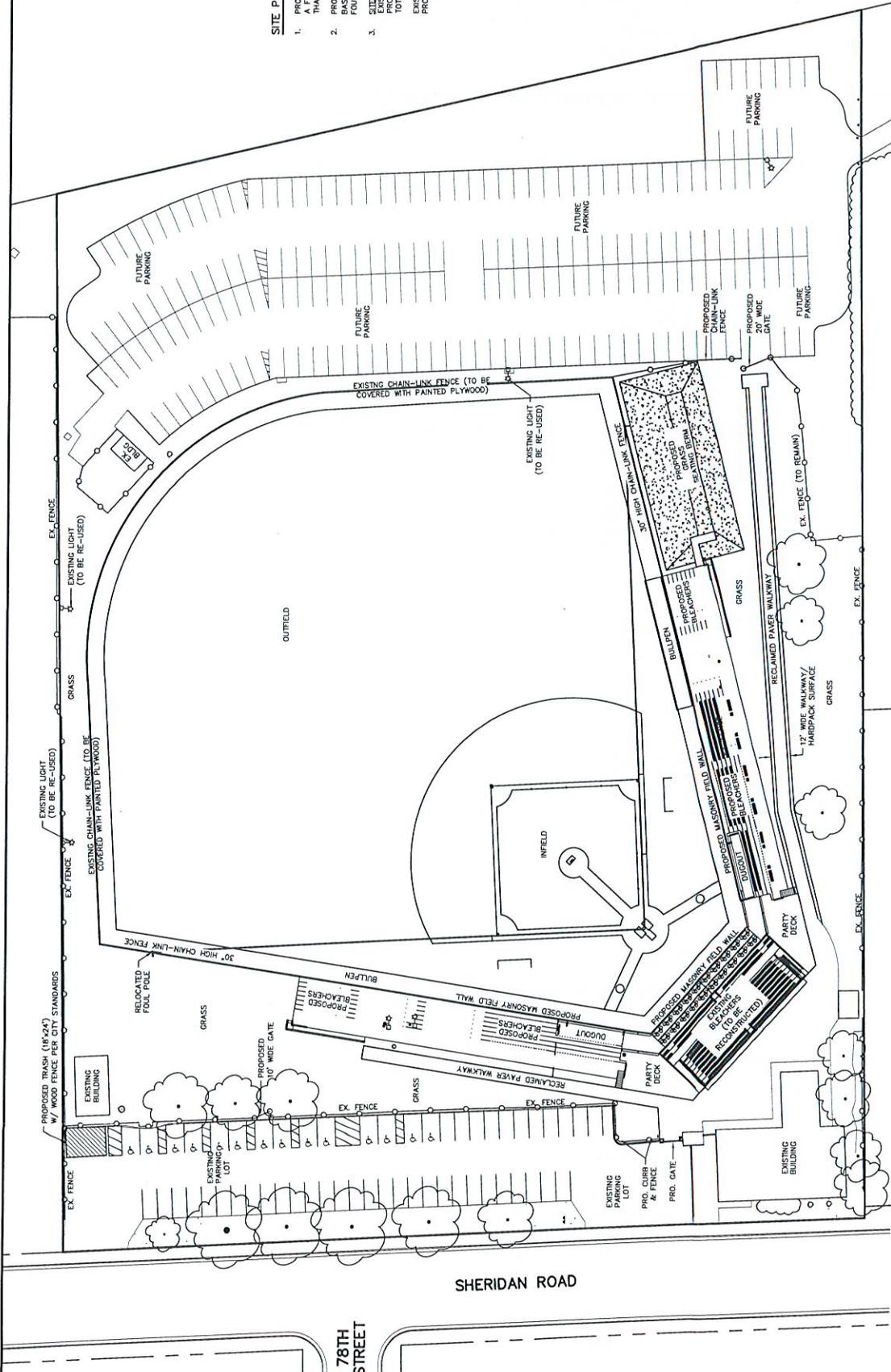
**SITE PLAN NOTES:**

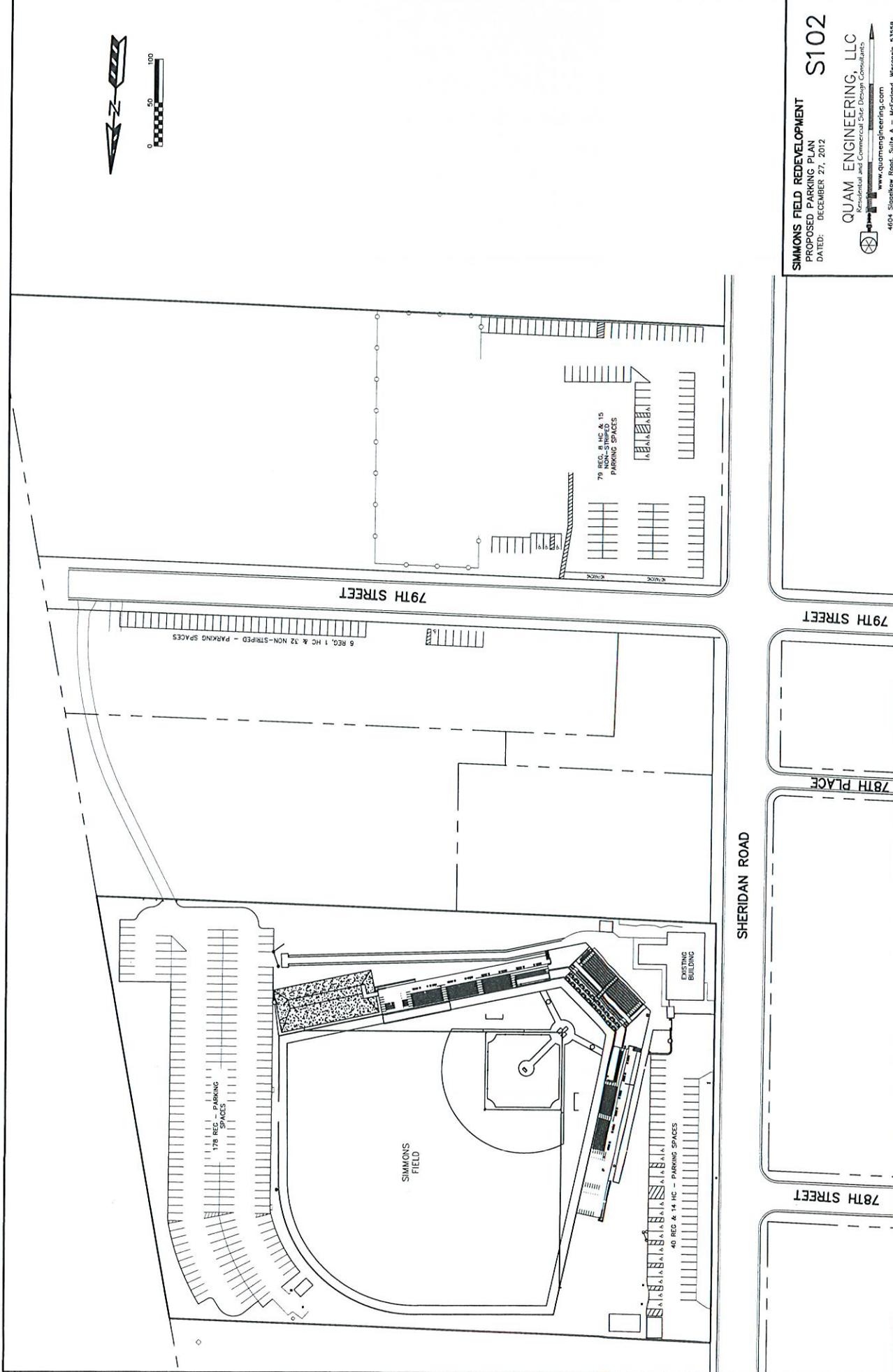
1. PROPOSED DUGOUTS TO BE DRAINED INTERNALLY TO EXISTING STORM DRAINAGE SYSTEM THAT DISCHARGES TO GRADE.
2. PROPOSED BLEACHERS FIT TO DRAIN TOWARDS BASEBALL FIELD. 1" DIA. DRILLED EVERY FOUR (4) FEET IN FRONT ROW.
3. SITE AREAS:  
 EXISTING IMPERVIOUS AREA= 150,970 S.F.  
 PROPOSED IMPERVIOUS AREA= 148,800 S.F.  
 TOTAL SITE AREA= 334,350 S.F.  
 EXISTING IMPERVIOUS RATIO= 45.1%  
 PROPOSED IMPERVIOUS RATIO= 44.5%

**SIMMONS FIELD REDEVELOPMENT**  
 PROPOSED SITE PLAN  
 DATED: DECEMBER 27, 2012

**S101**

**QUAM ENGINEERING, LLC**  
 Residential and Commercial Site Design Consultants  
 www.quamengineering.com  
 4604 Siggelkaw Road, Suite A - McFarland, Wisconsin 53558  
 Phone (608) 838-7750 Fax (608) 838-7752

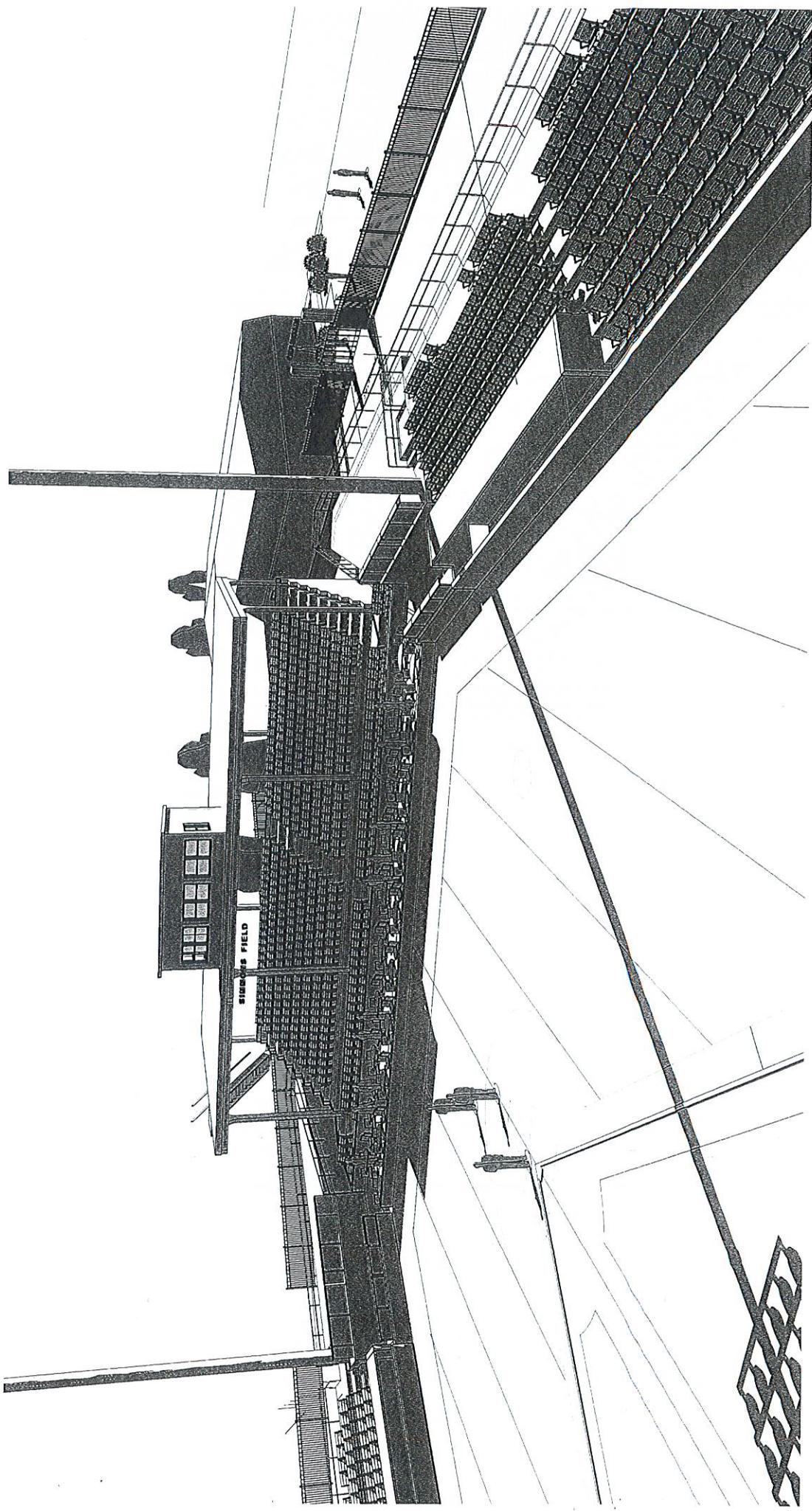




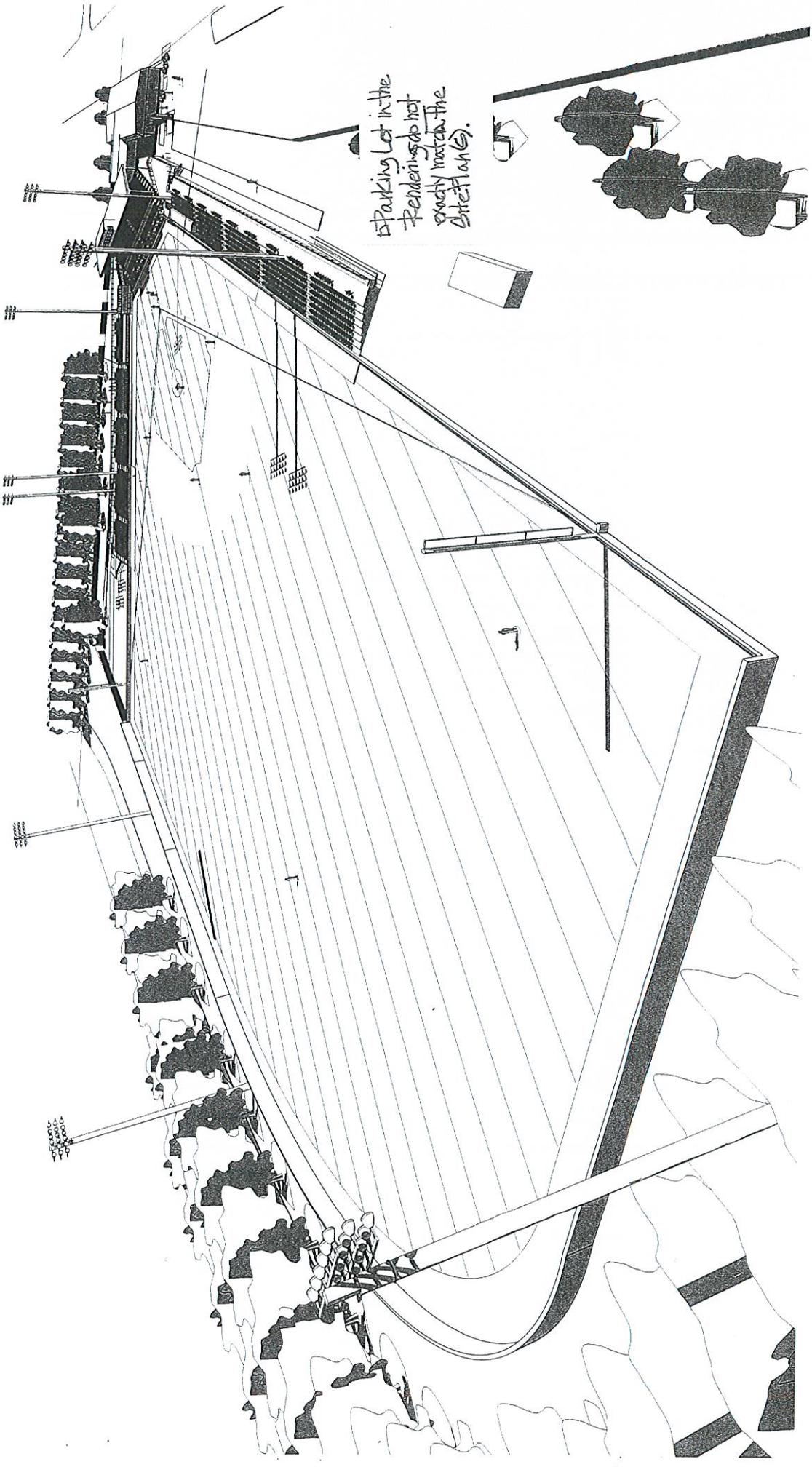
**SIMMONS FIELD REDEVELOPMENT**  
 PROPOSED PARKING PLAN  
 DATED: DECEMBER 27, 2012

**QUAM ENGINEERING, LLC**  
 Residential and Commercial Site Design Consultants  
 www.quamengineering.com  
 4604 Sigelkow Road, Suite A - McFarland, Wisconsin 53558  
 Phone (608) 838-7750 - Fax (608) 838-7752

S102



Simmons Field Renovation - B&W rendering #1



Parking Lot in the  
Renderings do not  
exactly match the  
Site Plan.

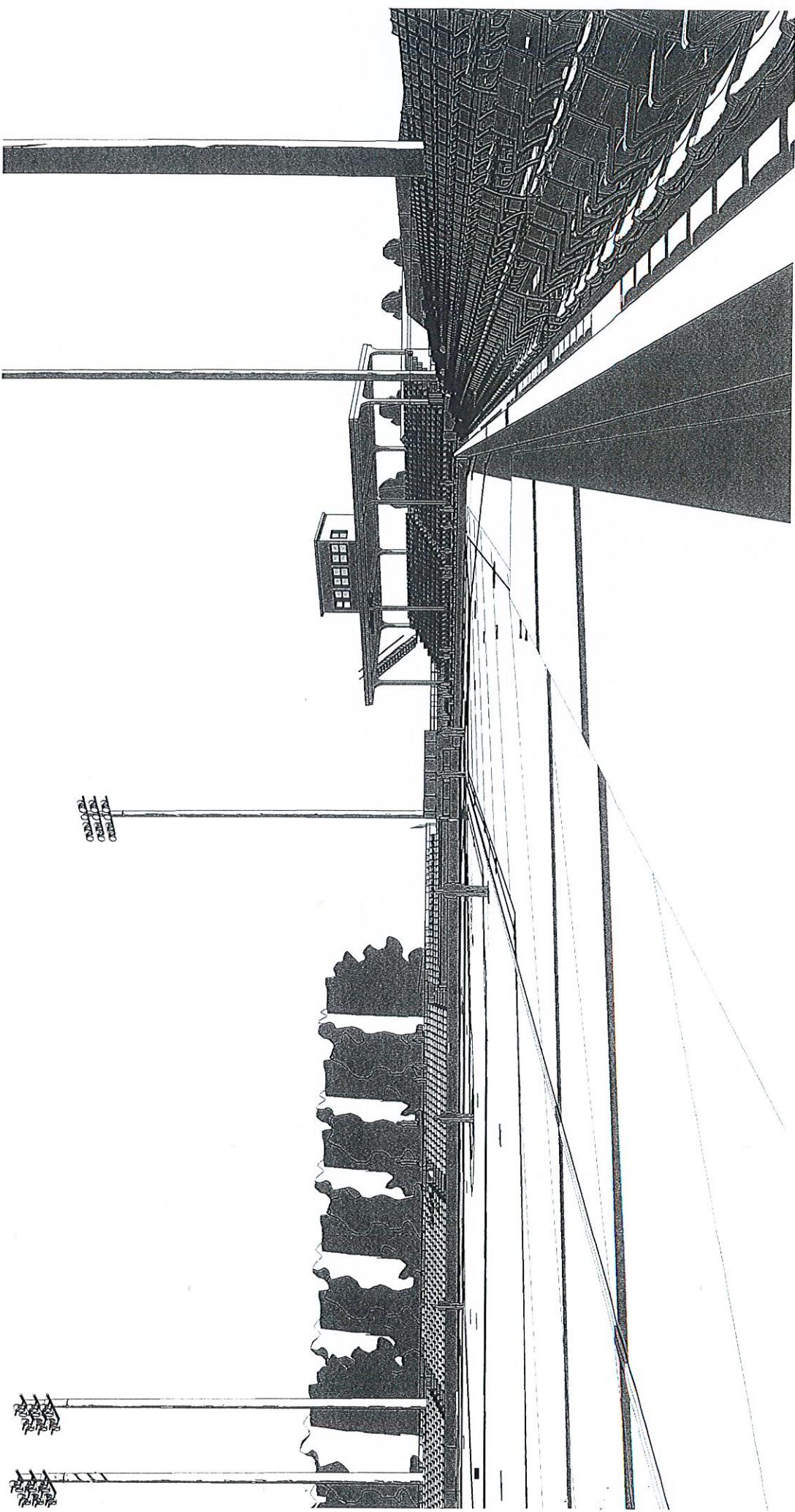
Simmons Field Renovation - B&W rendering #2



Simmons Field Renovation - B&W rendering #3



Simmons Field Renovation - B&W rendering #4



Simmons Field Renovation - B&W rendering #5

**LEASE TERMINATION AGREEMENT**

This Lease Termination Agreement (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2013, by and between the Board of Park Commissioners of the City of Kenosha, Wisconsin, a municipal park commission, ("CITY"), Kenosha Unified School District No. 1, a Wisconsin common school district ("LESSEE"/"SUBLESSOR"), Kenosha Post No. 21 of the American Legion, a Wisconsin not-for-profit entity ("SUBLESSEE"), Baseball Like It Oughta Be, LLC, a Wisconsin limited liability company ("BASEBALL"), and Northwoods League, Inc., a Florida cooperation, ("NORTHWOODS"), collectively referred to as the Parties.

**RECITALS:**

WHEREAS, Simmons Athletic Field is parkland owned by the City of Kenosha; and

WHEREAS, the CITY and LESSEE/SUBLESSOR entered in a Lease of Simmons Athletic Field ("LEASE") fully executed as of December 21, 2006 whereby the CITY leased to the LESSEE/SUBLESSOR and the LESSEE/SUBLESSOR leased from the CITY certain park land known as Simmons Athletic Field and Parking Lot located at 7817 Sheridan Road more particularly described on attached Exhibit "A" ("PREMISES") for an original term of fifty (50) years commencing January 1, 2007; and

WHEREAS, the LESSEE/SUBLESSOR entered into a Sublease of Simmons Athletic Field ("SUBLEASE") made and entered into as of April 1, 2007 whereby the LESSEE/SUBLESSOR leased to the SUBLESSEE and the SUBLESSEE leased from the LESSEE/SUBLESSOR the PREMISES for an original term of ten (10) years commencing on April 1, 2007 and terminating at midnight on March 31, 2017; and

WHEREAS, the CITY consented to the SUBLEASE dated as of April 30, 2007; and

WHEREAS, all applicable terms and conditions of the LEASE are incorporated into and made part of the SUBLEASE with certain exceptions as provided in Article 28.1 of the SUBLEASE; and

WHEREAS, Article 2.2.2 of the SUBLEASE provides for the termination of the SUBLEASE upon termination of the LEASE; and

WHEREAS, the City of Kenosha, the Board of Park Commissioners of the City of Kenosha, BASEBALL and NORTHWOODS desire to enter into a new Lease for the PREMISES, the approval of which is conditioned upon the termination of the existing LEASE and SUBLEASE; and

WHEREAS, the CITY, the LESSEE/SUBLESSOR and the SUBLESSEE desire to terminate the existing LEASE and SUBLEASE to permit the City of Kenosha, Board of Park Commissioners of the City of Kenosha, BASEBALL and NORTHWOODS to enter into a new Lease for the PREMISES; and

WHEREAS, expressly conditioned on the approval of the new Lease for the PREMISES between the City of Kenosha, the Board of Park Commissioners of the City of Kenosha, BASEBALL and NORTHWOODS, the CITY, the LESSEE/SUBLESSOR and the SUBLESSEE mutually desire to cancel and terminate the LEASE and the SUBLEASE together with any right, title or interest the

LESSEE/SUBLESSOR and SUBLESSEE may have to the PREMISES as of the approval and execution of the new Lease.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.

2. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the LEASE and SUBLEASE.

3. **Conflict or Inconsistency.** In the event of conflict or inconsistency of the terms of the LEASE, SUBLEASE, and this Agreement, then the terms of this Agreement shall prevail.

4. **Termination.** Subject to the performance by the Parties, of their respective duties, liabilities and obligations set forth in this Agreement, as of the approval and execution of the new Lease, the LEASE and SUBLEASE and all right, title and interest of the LESSEE/SUBLESSOR and SUBLESSEE to the PREMISES shall be terminated and shall be null and void and of no further force or effect and the CITY, LESSEE/SUBLESSOR and SUBLESSEE shall be fully, completely and forever released from all duties, obligations and liabilities under the LEASE and SUBLEASE. Notwithstanding anything contained herein to the contrary, the terms and conditions of this Agreement and the termination of the LEASE and SUBLEASE are expressly conditioned on the approval and execution of the new Lease and the payment to the CITY of all sums due and owing by the LESSEE/SUBLESSOR and SUBLESSEE. In the event that the new Lease is not approved and executed, or in the event all sums due and owing the CITY are not paid by the LESSEE/SUBLESSOR and SUBLESSEE, this Agreement shall be null and void and of no further force or effect and the LEASE and SUBLEASE shall remain in effect.

5. **Lincoln Elementary School.** Except as otherwise provided in this Agreement, it is expressly understood and agreed that the termination of the LEASE shall in no way affect those transactions referred to in the letter of understanding dated June 21, 2006, from City of Kenosha Mayor, John M. Antaramian to Dr. R. Scott Pierce, Superintendent of Kenosha Unified School District including the purchase of Lincoln Elementary School by the City of Kenosha, the consideration for which was One Dollar (\$1.00) and the Lease between the CITY and the LESSEE/SUBLESSOR. It is further understood and agreed that no additional compensation shall be paid by the City of Kenosha for the purchase of Lincoln Elementary School as a result of the termination of the LEASE pursuant to this Agreement.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. **Modification.** This Agreement may not be modified or amended except by written agreement executed by the Parties hereto.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9. **Counterparts.** This Agreement 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.

10. **Remedies.** The Parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

11. **Attorneys' Fees.** If any of the Parties hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing party in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing party.

12. **Costs and Expenses.** The Parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and charges, fees, expenses.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)  
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**

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

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

BY: \_\_\_\_\_  
MICHAEL J. ORTH, Chairperson

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

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

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

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, **MICHAEL J. ORTH, Chairperson of the Board of Park Commissioners of the City of Kenosha** and **MICHAEL M. LEMENS, Director of Public Works** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Chairperson and Director of Parks, 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: \_\_\_\_\_



**AMERICAN LEGION POST 21  
a Wisconsin Not-For-Profit Entity**

BY: \_\_\_\_\_  
AMEL BOLYARD, Finance Director

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

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, **AMEL BOLYARD, Finance Director**, of American Legion Post 21 to me known to be such Finance Director and acknowledged that he executed the foregoing instrument as such officer as the agreement of said post, by its authority.

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

**BASEBALL LIKE IT OUGHTA BE, LLC  
a Wisconsin Limited Liability Company**

BY: \_\_\_\_\_  
STEVEN W. SCHMITT, Member

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

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **STEVEN W. SCHMITT**, to me known to be a Member of **BASEBALL LIKE IT OUGHTA BE, LLC** and acknowledged to me that he executed the foregoing instrument as the Agreement of said limited liability company, by its authority.

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



**Legal Description  
For Simmons Athletic Field**

**Kenosha County Tax Parcel 06-123-07-154-001**

All of the land, excepting street right-of-way, contained in a Warranty Deed from Simmons Company to The City of Kenosha, recorded in Volume 301, Page 380-385, Document 295189 on May 8, 1947 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the northeast quarter of section number seven (7), in town number one (1) north, of range number twenty-three (23) east of the fourth principal meridian, and particularly described as follows, to wit: Commence at the point on the east line of Sheridan Road (so-called), which is one thousand twenty-five (1025) feet north of the south line of said quarter section, and which point is also the southwest corner of the parcel of land conveyed to the party of the first part herein by deed of conveyance recorded in the office of the register of deeds for Kenosha county, Wisconsin, in volume 93 of Deeds, on page 84; thence east, parallel with the south line of said quarter section five hundred twenty (520) feet; thence north parallel with the east line of Sheridan Road four hundred fifty (450) feet; thence west parallel with the south line of said quarter section to the east line of Sheridan Road and to a point which is four hundred fifty (450) feet north of the place of beginning; thence south along the east line of Sheridan Road four hundred fifty (450) feet to the point of beginning, and lying and being in the city of Kenosha, county of Kenosha and state of Wisconsin."

**ALSO;**

All of the land, excepting street right-of-way, contained in a Warranty Deed from Charles A. Lepp, Trustee to The City of Kenosha, recorded in Volume 494, Page 212-213, Document 397259 on October 3, 1958 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the Northeast Quarter of Section Seven (7), Town One (1) North, Range Twenty-three (23) East of the Fourth Principal Meridian, and more particularly described as follows: Beginning at a point on the West line of said Quarter Section which point is 1475.00 feet North, as measured along and upon said West line, of the South line of said Quarter Section; thence North, along and upon said West line of said Northeast Quarter Section, 40.02 feet; thence South 88° - 02' East, 637.29 feet; thence South 10° - 25' East, 501.40 feet along and upon the West line of the Chicago and North Western Railway Company Right-of-Way; thence North 88° - 02' West, 208.00 feet; thence North 450.00 feet; thence North 88° - 02' West, 520.00 feet and to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin."

The above all being subject to easements and restrictions of record.

## ORDINANCE NO. \_\_\_\_

SPONSOR: ALDERPERSON CHRIS SCHWARTZ

**TO CREATE 14.021 OF THE CODE OF GENERAL ORDINANCES  
FOR THE CITY OF KENOSHA REGARDING THE PROHIBITION  
OF FEEDING GEESE, DUCKS, OR SEAGULLS ON PUBLIC PROPERTY**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

**Section One:** Section 14.021 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created.

**14.021 Feeding Geese, Ducks, or Seagulls Upon Public Property Prohibited.**

No person may feed, provide or give any food or other edible item to any goose, duck, or seagull, or any flock of geese, ducks, or seagulls upon any public property or park in the City limits.

**Section Two:** Section 14.08 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**14.08 Penalties.**

A. Any person violating §14.01 A., shall forfeit Thirty (\$30.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

B. Any person violating §14.01 C. shall forfeit not less than Fifty (\$50.00) Dollars nor more than Two Hundred (\$200.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

C. Any person convicted of violating §14.01 D. 1. or §14.01 D. 3. shall forfeit not more than Two Hundred (\$200) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

D. Any person violating §14.02 shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

E. Any person violating §14.03 shall forfeit Fifty (\$50.00) Dollars, together with the costs

of the action, and in default of the payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**F.** Any person violating §14.04 or §14.05 shall forfeit One Hundred (\$100.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**G.** Any person violating §14.055 shall forfeit not less than One Hundred (\$100.00) Dollars nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**H.1.** Any person violating §14.07 B. shall forfeit Fifty (\$50.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**2.** Any person violating §§14.07 F. 1., 14.07 F. 5., 14.07 F. 8. or 14.07 F.10., shall forfeit not less than Two Hundred (\$200.00) Dollars, nor more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**I.1.** Any person violating §14.013 or 14.014 of this Chapter or any other provision of Chapter 14 for which there is no separately listed penalty, shall, upon conviction thereof, forfeit not more than One Hundred (\$100) Dollars, plus the costs of prosecution, and in default of such payment of forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**2.** Any person violating §14.013 D. of this Chapter shall, upon conviction thereof, forfeit not less than Three Hundred Fifty (\$350.00) Dollars and not more than Five Hundred (\$500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**J.** Any person who violates §§ 14.06 A., 14.075 or 14.076 of this Chapter or Section 95.21, Chapter 173, Chapter 174, or Chapter 951, Wisconsin Statutes, shall, upon conviction, forfeit not more than Five Hundred (\$500.00) Dollars, together with the costs of prosecution, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.

**K.** For a first violation of any provision of §14.021 of this Chapter, a written warning will be issued. For the second and all subsequent violations of any provision of §14.021 of this Chapter, a person shall be subject to a forfeiture of not less than ten dollars (\$10.00) nor more than twenty five dollars (\$25.00), together with costs of prosecution, assessments, fees, and surcharges for each offense, and upon default in payment, shall be imprisoned in the Kenosha County Jail for not more than 20 days, or otherwise treated by the court as provided by law.

L. Except as otherwise provided, anyone violating any of the provisions of this Chapter, upon conviction thereof, shall be subject to a forfeiture not to exceed One Thousand (\$1,000.00) Dollars, together with the payment of the costs of prosecution, assessments, fees, and surcharges, and in default of the timely payment thereof, shall either be committed to the County Jail for a period not to exceed ninety (90) days, or the Court may suspend the Defendant's motor vehicle operating privileges until the forfeiture, assessment, surcharges and costs are paid, except that the suspension period may not exceed five (5) years

M. In addition to the imposition of a forfeiture, the City may seek injunctive relief.

N. Each incident and each day's continuance shall constitute a separate offense.

**Section Three:**

This Ordinance shall become effective upon passage

and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

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

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

January 18, 2013

To: Michael Orth, Chairman  
Parks Commission

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

Subject: Change Request

**BACKGROUND INFORMATION**

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

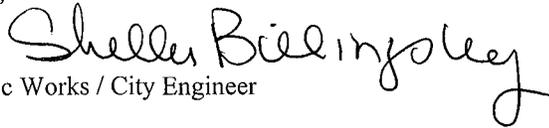
**RECOMMENDATION**

Receive and file.

January 24, 2013

TO: Michael M. Lemens  
Director of Public Works

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



SUBJECT: Project Status Report

**Project #10-1415 Lakefront Water Feature** – Contractor is working on punchlist items that will be completed in Spring. [Camosy] (2)

**Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)

**Project #11-1415 CORP Implementations** – Projects as outlined in the CORP and under the change requests have begun. (Citywide)

**Project #11-1416 Petzke Park Mass Grading** –Contractor is working on punchlist items that will be completed in Spring. [BCF Construction] (1)

**Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant)** – Design work on the master plan implementation has begun. The property has been annexed from the Village of Bristol to the City. Additional work will be needed with the submittal of the draft FEMA maps. The property is impacted by a proposed Floodway that staff is currently researching for conversion to flood fringe. [SAA Design Group] (16)

**Project #11-1421 Southport Beach House Restoration (Wisconsin Coastal Management Grant)** – This project will be completed simultaneously with the Southport Park Master Plan. [Enberg Anderson] (12)

**Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** –Contractor is working on punchlist items that will be completed in Spring. [VEIT] (SWU) (1)

**Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** –Sampling has begun on the Pike River for dissolved oxygen, turbidity, conductivity, pH and E. coli; areas that may be sensitive to bacterial contamination; outfalls that drain into the Pike River or Lake Michigan within the City of Kenosha. The next step is to conduct wet weather based sampling. (SWU) (1 and 4)

**Project #12-1414 Anderson Pool Modifications and Splash Pad** –Punch list items to follow as well as inspection from the county. [Scherrer] (9)

**Project #12-1423 Sunrise Park Trail (DNR Stewardship Grant) / #12-1427 Sunrise Park Master Plan Implementation** Punch list items will follow as well as boardwalk final installation. [BCF] (5)

**Project #12-1420 Shagbark Trail (DNR Stewardship Grant)** – Design work has begun. Staff is anticipating that the project will be bid in early part of 2013 for a spring construction [SAA Design Group] (10)

**Project #12-1424 Southport Park Trail (DNR Stewardship Grant)** –Staff is anticipating that this project will be put on hold until the Proposed Master Plan is completed [SAA Design Group] (12)

**Project #12-1431 Southport Park Master Plan** – Staff is completing initial staff comments. Draft report will be released to Park Commission at the January 28<sup>th</sup> meeting. [SAA Design Group] (9)

**Project #TBD Museum Fountain** – Punchlist Items remaining. [Badger Pools] (2)

**Project #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Project has begun. If weather allows the contractor will continue to remove the basement slab otherwise project will be secured and finalized in the spring.(1)

**Project #12-1421- Simmon's Island Phase I and Boardwalk** [SAA Design Group] The consultant is beginning to develop plans and specifications. (DNR StewardshipGrant) (2)

**Project #12-1432 - Peorio Park Trail** [SAA Design Group] The consultant is beginning to develop plans and specifications (DNR Stewardship Grant) (1 and 4)

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

Revisions to the Google Map, and miscellaneous specifications for direct purchase items as outlined in the CORP for 2012, staff is beginning to work on 2013 projects.

# Informational #2



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
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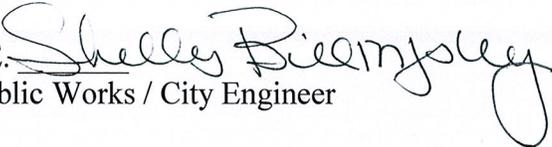
## DEPARTMENT OF PUBLIC WORKS

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

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January 24, 2013

To: Michael Orth, Chairman  
Park Commission

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

CC: Steve Bostrom  
District 12

Subject: **INFORMATIONAL ONLY – Southport Master Plan**

### **BACKGROUND INFORMATION**

Staff has received the draft report and has it available on the Alderman's page for review. Staff is currently working on additional information that we feel should be added to the report prior to the report being recommended to the Park Commission, including the following items:

1. Staff would like to post the Condition Assessment that was conducted by Enberg Anderson to the Alderman Page as it is referenced in the report and should be evaluated.
2. Staff is intending to have the recommendation to the committee include the dog park area. Several residents have requested this be added to the plan, and previously it had been recommended through the CORP process.
3. Staff will analyze the budget as it relates to the overall CIP to show potential overall impact to the Park Division section and present a preliminary phasing plan. Staff will begin with a 5-10 year time frame for implementation of phasing which will include the 2013 adopted funds.

Staff is estimating that the top three items will be completed within the next two weeks and a more comprehensive plan will be recommended to the committee in early February.

### **RECOMMENDATION**

Informational Item – No Action Required