

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, February 9, 2015 - 5:00 pm

Chairman: Scott N. Gordon
Commissioner: Kurt Wicklund
Commissioner: Jack Rose

Vice Chairman: Keith W. Rosenberg
Commissioner: Rocco J. LaMacchia, Sr.

Call to Order
Roll Call

Approval of the minutes of the meetings held on January 21, 2015 and January 26, 2015.

1. Request from Deborah Kahana to have a DJ for a graduation party at Simmons Island Park Shelter on Friday, June 5, 2015. *(District 2)*
2. Request from Aurora Foundation, Inc. to hold their "Lombardi Walk to Tackle Cancer-Kenosha" event on Saturday, June 20, 2015 at Veterans Memorial Park from 11:00am-1:00pm. *(District 2)*
3. Ordinance by Alderperson Steve G. Bostrom – To Repeal and Recreate Subsection 1.06 J. *(of the Code of General Ordinances for the City of Kenosha)* Regarding the Board of Park Commissioners. *(Deferred from the meeting on 12/8/14) (Referred from Council on 12/1/14) (Also referred to Public Works)*
4. Approval of Agreement by and between the City *(of Kenosha)* through the Board of Parks Commissioners and the Kenosha Achievement Center, Inc. *(Petzke Park/Dream Playground)*

INFORMATIONAL ITEMS:

1. Project Status Report

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS PERTAINING TO
PARKS COMMISSION MATTERS 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 21, 2015

A meeting of the Board of Park Commissioners was held on Monday, January 21, 2015 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 6:50 pm by Chairman Gordon.

At roll call, the following members were present: Alderpersons Wicklund, Rose, and Rosenberg. Alderperson LaMacchia was excused. Staff member in attendance was Shelly Billingsley, Deputy Director of Public Works/City Engineer.

1. Award of Contract for Project 13-1414 Washington Velodrome Resurfacing (*1901 Washington Road*) to Rasch Construction & Engineering Inc. in the amount of \$689,000.00. (*Park Funds Only*) (*District 6*) (*Also referred to Public Works*)
Staff: Shelly Billingsley spoke.
Public Hearing: Kari Foss, Lucy Foss, Chris Reba and Carl Wilkins spoke.
It was moved by Alderperson Rosenberg, seconded by Alderperson Rose, to approve.
Motion carried unanimously.

ALDERMAN COMMENTS:

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:57 pm.

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, January 26, 2015

A meeting of the Board of Park Commissioners was held on Monday, January 26, 2015 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners Wicklund, Rose, LaMacchia and Rosenberg. Staff members in attendance were: Shelly Billingsley, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks; Police Chief John Morrissey, and Alderperson Jan Michalski.

It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg, to approve the minutes from the meetings held on Monday, December 8, 2014 and January 5, 2015. Motion carried unanimously.

1. Request from the Kenosha YMCA to hold their annual Firecracker Run event on Sunday, June 28, 2015 at Library Park. *(District 2)*
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve.
Staff: Jeff Warnock answered questions.
Motion carried unanimously.
2. Request from the Kenosha Serra Club to hold their annual outdoor mass on Sunday, June 28, 2015 at Pennoyer Park. *(District 1)*
Public Hearing: Jim Riese (Representative of Knights of Columbus) spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.
3. Request from the Midwest Street Machine and Vintage Car Club to hold their annual "Father's Day Car Show" on Sunday, June 21, 2015 at Baker Park. *(District 3)*
Public Hearing: Tony Pontillo and Alderperson Jan Michalski spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve. Motion carried unanimously.
4. First Amendment To Agreement By and Between the Board of Park Commissioners *(City Of Kenosha, Wisconsin)* and Little Leaguers of Kenosha, Inc. *(Kenosha Sports Complex)*.
Public Hearing: Thomas Santarelli spoke.
Staff: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve. Motion carried unanimously.
5. Award of Contract for Project 12-1422 Poerio Park Trail Development Construction *(1401 16th Avenue)*. *(District 1)* *(Also referred to Public Works)*
Staff: Shelly Billingsley spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Wicklund to approve. Motion carried unanimously.

6. Award of Contract for Project 14-1424 Southport Beach House Roofing Replacement Rebid (7825 1st Avenue). (District 12) (Also referred to Public Works)
Staff: Shelly Billingsley spoke.
Public Hearing: Alderperson Jan Michalski, Margaret Heller, Greg Kishline, Douglas Jackson, Ellen Ferwerda, and Merike Phillips spoke.
Staff: Shelly Billingsley and Jeff Warnock answered questions.
It was moved by Commissioner LaMacchia, seconded by Commissioner Wicklund to approve with the recommendation by staff with option #1. Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report – Shelly Billingsley and Jeff Warnock spoke.

SUPERINTENDENT COMMENTS: Jeff told Commissioner Wicklund that the 18 holes for Disc Golf at Lincoln Park are in.

CITIZENS COMMENTS: Greg Kishline spoke regarding item #6. Jackie Battersby thanked the Commission for the waiving of the fees in the past for softball. Also that a Senior Challenge League will start this summer. Mike Ebener (President of the Senior League) wants to look at using Pennoyer Park for the League. Cliff Johnson commented on how amazed he was with the Dream Playground Event at the UAW on Sunday. He said it was a great event. Tammy Conforti thanked the community for the support of the Dream Playground Project.

COMMISSIONER COMMENTS: Commissioner LaMacchia would like on the next meeting a discussion item about cell tower locations and funding. Chairman Gordon said he's fine with that. Commissioner Rose asked how many cell towers are in parks. Commissioner Wicklund spoke about the Southport Beach House and Parks with costs. He suggested seeing about someone raising money or donations to go towards cost. Commissioner Rosenberg concurred with Commissioner Wicklund. He said look at how much was raised for the Dream Playground and how money should be raised for the Southport Beach House. Chairman Gordon gives his commitment to support the Senior Challenge League.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:25 pm.



February 6, 2015

To: Scott N. Gordon, Chairman,
Park Commission

From: Jeff Warnock 
Superintendent of Parks

Subject: Request from Deborah Kahana to have a DJ for a graduation party at Simmons
Island Park Shelter on Friday, June 5, 2015. (*District 2*)

A request from Deborah Kahana has been received for permission to have a DJ for a graduation party at the Simmons Island Park Shelter on Friday, June 5, 2015.

RECOMMENDATION

To approve the request to have a DJ for a graduation party at the Simmons Island Park Shelter on Friday, June 5, 2015.

JW/dm

**CITY OF KENOSHA – DEPARTMENT OF PUBLIC WORKS
PARK USE AGREEMENT (PICNICS, WEDDINGS & BUILDING RENTALS)**

625 – 52nd Street
Room 305
Kenosha, Wisconsin 53140
OFFICE HOURS 8 AM – 4:30 PM MONDAY – FRIDAY

Phone: 653-4080
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>\$125 -</u>	Beer/Wine: <u>—</u>	Deposit: <u>—</u>	Total Due: <u>\$125 -</u>
Receipt #: <u>1091051</u>	By: <u>DMILES</u>	Zimbra: _____	Park Calendar: _____
Access Database: _____	Date Paid & Permit Issued: <u>2/2/15</u>		

INSTRUCTIONS:

- Please Print (blue or black ink)

Permitee Name: Deborah Kahano
 Person authorized to sign this agreement on behalf of the organization.

Organization Name: _____

Address: 10610 Burlington Rd Kenosha State: WI Zip: 53144

Daytime Phone: 262 859 2379 Alternate Phone: 262 496 7783

FACILITY REQUESTED: Simmons Island Park

Event Date: Friday, June 5, 2015

Nature of Event: Graduation Party
(Be specific on what type of event – i.e., 16th birthday party, graduation, baby/bridal shower, wedding reception, etc.)

Attendance: 30 (Number of people) Time requested: From: 9 Am to 10 pm
(INCLUDES SETUP AND TAKE DOWN)

PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM

Beer/Wine Permit (For Consumption Only – No Selling; MUST BE 21 OR OLDER) _____ (Yes or No)
 The above-named assumes responsibility for exercising control over attendees behavior at the event.
 This person or designee must be present for the duration of the event.

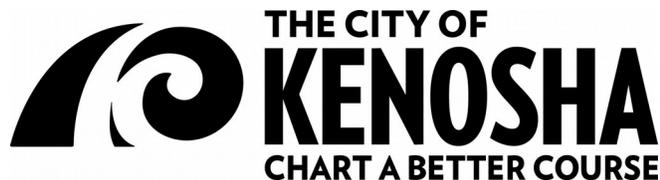
Do you plan to have a DJ? _____ (Yes or No)
 Allowed only at Alford, Washington picnic shelters and Southport Beach House and Oribiletti Center.

Do you plan to have a Band? _____ (Yes or No)
 Allowed only at Southport Beach House and Oribiletti Center.

Do you plan to place any tents/bouncy houses in the park area? _____ (Yes or No)
 If yes, you must contact Diggers Hotline (1-800-242-8511) no later than **five (5) business** days prior to the event.

RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS

The Department of Public Works, although responsible for the general maintenance of City parks, will not inspect the park area to be used immediately prior to the use to determine the suitability and safety of the use. In addition, it will not supervise such use.



Keith G. Bosman
Mayor

Feb. 6, 2015

TO: Chairman Scott Gordon, Board of Park Commissioners

FROM: Mayor Bosman

RE: Aurora Foundation Lombardi Walk to Tackle Cancer

The Aurora Foundation is requesting from the Parks Commission the use of Veterans Memorial Park for their Lombardi Walk to Tackle Cancer to be held Saturday, June 20, 2015. Set up will take place beginning at 6 a.m., and take down will be completed by 1 p.m. Recommendation: Parks Commission approval of use of the Veterans Memorial Park for the Lombardi Walk to Tackle Cancer on June 20, 2015.

**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 Aurora Foundation, Inc

Contact Person who is responsible for event: samantha Fenske

Address: 950 N 12th st

City/State/Zip Milwaukee, WI 53233

Daytime # 414 219 4713 Evening # _____ Cell# 262 527 9131

Fax # 414 219-7709 E-mail: samantha.fenske@aurora.org

Is the Host Organization a 501(c)-3? Yes, provide ES# 17711

EVENT INFORMATION

Name of the Event: Lombardi walk to Tackle Cancer-Kenosha

Date Requested: 6/20/2015 Rain Date NA

Location Requested: Veterans Memorial Park Estimated Attendance 300

Charitable Event: No Yes, Proceeds donated to Vince Lombardi Cancer Foundation

Brief Description of the Event: 3K walk to raise awareness and fund for the Vince Lombardi Walk Cancer foundation at Aurora Medical Center Kenosha.

Set up date and time: Friday, June 19th afternoon(tents and rentals)

Time of Event: Setup at 6:00am: Starts at 8:00am ends at 11:00am

Take down date and time: 6/20/2015 from 11:00-1:00pm

FOR OFFICE USE ONLY:

Application Packet Received _____ Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

Fire: _____ PW Admin _____ PW-Streets: _____ Kris _____

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

Name of Event Lombardi Walk to Tackle Cancer-Kenosha

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: 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", Please also put a close accurate number in your request.

of Benches 10 # of Picnic Tables 0 # of extra trash containers 0

of Barricades 0 Any Bleachers 0 Any Reviewing Stands 0

Showmobile New NA Old NA

Fencing: Snow Fencing # of feet NA Portable fencing - # of feet/sections _____

Other Special Requests: _____

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

of Barricades NA A map must be attached with the placement locations

of Parking Signs NA 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.

**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 Lombardi Walk to Tackle Cancer-Kenosha

Location of Event: Veterans Mem. Park Date of Event 6/20/2015

Contact Person Samantha Fenske

Type of Amplified Sound

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

Requested time of amplification: Start: 8:00am Ending 11:00am

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

TBD

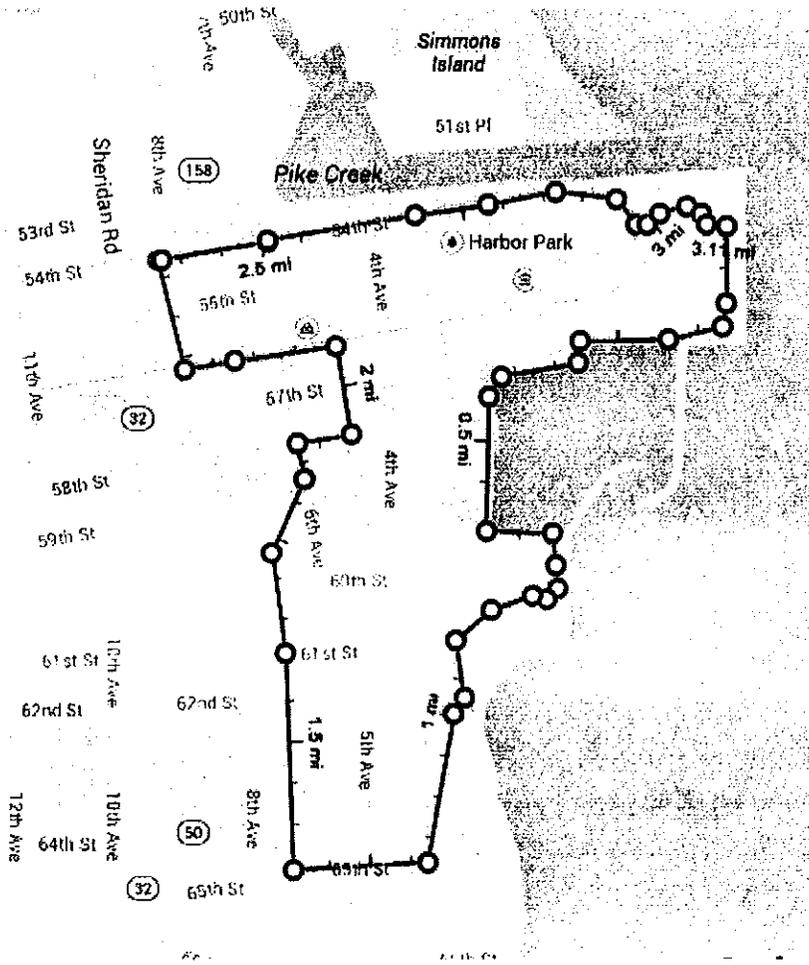
Daytime # _____ Evening # _____ Cell # _____

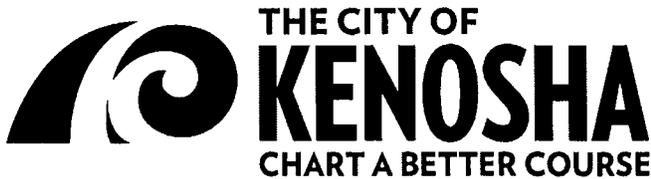
Aldersperson notification

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

_____ Yes X _____ 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 and click on General Ordinances and review Section 23.





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

February 6, 2015

To: Scott N. Gordon, Chairman,
Park Commission

Eric Haugaard, Chairman,
Public Works Committee

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

Subject: Ordinance by Alderperson Steve ~~G.~~ Bostrom – To Repeal and Recreate
Subsection 1.06 J. *(of the Code of General Ordinances for the City of Kenosha)*
Regarding the Board of Park Commissioners

BACKGROUND/ANALYSIS

As an oral referral from the Common Council and deferral from the Parks meeting on December 8, 2014, we have received the following Ordinance, by Alderperson Steve Bostrom, from the City Clerk's Office - To Repeal and Recreate Subsection 1.06 J. *(of the Code of General Ordinances for the City of Kenosha)* Regarding the Board of Park Commissioners

RECOMMENDATION

Staff has no recommendation.

MML/dm

ORDINANCE NO.

DRAFT 08/06/14

Public works
&
PARKS

SPONSOR: ALDERPERSON STEVE G. BOSTROM

**TO REPEAL AND RECREATE SUBSECTION 1.06 J. OF THE CODE OF
GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING
THE BOARD OF PARK COMMISSIONERS**

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

Section One: Subsection 1.06 J. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

J. Board of Park Commissioners.

1. There is hereby created a Board of Park Commissioners pursuant to §27.08 of the Wisconsin Statutes.

2. Said Board shall consist of:

a. the members of the Common Council's ~~the~~ Committee on Public Safety and Welfare, and of the Common Council.

b. four citizens of the City of Kenosha, appointed by the Mayor and confirmed by the Common Council.

3. The terms of the members of the Board of Park Commissioners coincide with the aldermanic term identified in subsection 1.01 A. of the Code of General Ordinances.

43. Said Board shall have all the powers and duties conferred upon it by the Statutes of Wisconsin and the Ordinances of the City of Kenosha.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

EDWARD R. ANTARAMIAN

AGREEMENT**By and Between****THE CITY OF KENOSHA, WISCONSIN,
a Wisconsin Municipal Corporation****THROUGH THE BOARD OF PARK COMMISSIONERS****And****THE KENOSHA ACHIEVEMENT CENTER, INC.,
A Wisconsin Non-Stock Corporation**

WHEREAS, the City of Kenosha ("CITY") desires an accessible playground for children of all abilities and has identified space available in a City park for the construction and installation of such playground;

WHEREAS, the Kenosha Achievement Center ("KAC") is interested in assisting CITY in designing and constructing an accessible playground for children with all physical abilities ("Project");

WHEREAS, the addition of an accessible playground is a benefit to the community;

WHEREAS, the parties desire to locate an accessible playground ("Playground ") at Petzke Park in accordance with the CITY's Master Park Plan;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, as follows:

1. OBLIGATIONS OF KAC. KAC shall be responsible for the design of and installation of equipment for the Project. Said responsibilities shall include, but are not limited

to, retaining and contracting with a consultant and/or design group with expertise in the design of accessible playgrounds for the design of the Project; the purchase of appropriate playground equipment; the installation of the above ground playground equipment; and the facilitating of the community build process including, but not limited to, assuming responsibility for the acquisition, management and liability of volunteers.

2. OBLIGATIONS OF CITY. CITY shall be responsible for the site preparation necessary for the proper installation of the playground equipment. Said responsibilities shall include, but are not limited to, issuing any required permits; providing any requisite civil engineering; excavation and grading of the site; design and execution of a drainage plan; installation of any requisite footings; providing tent(s), tables and garbage receptacles during the community build phase of the Project; the installation of the foam surface/flooring; and landscaping.

3. FUNDING. KAC shall raise funds, estimated at \$650,000.00, for the Project. It is the intent of the parties that KAC's contribution be the product of raised funds; therefore, KAC shall have no obligation to incur any debt in providing its contribution to the Project. All Project funds raised by KAC prior to execution of this Agreement as well all funds raised through completion of the Project shall be utilized solely for the Project. Should KAC be unable or unwilling to perform its obligations under this Agreement, KAC shall, immediately upon demand by CITY, tender to CITY all Project funds, plans and/or equipment in its possession as well as any Project funds it receives following CITY's demand. CITY shall utilize all such funds, plans and/or equipment exclusively for the Project. City shall allocate funds for the Project in an amount of \$350,000.00 for a total Project cost of \$1,000,000.00. KAC as part of its fund raising for the Project intends to conduct memorial brick and fence post sale campaigns.

Upon completion of the Project and the satisfaction of all costs associated with the Project, City shall assume responsibility for the memorial brick and fence post sale campaigns. Any and all funds raised by KAC which remain following completion of the Project shall be transferred to City within thirty (30) days of the Project's completion. City shall segregate such excess funds for the purpose of repairing and maintaining the Playground and/or the establishment of other accessible playgrounds within the City. The parties agree that said segregated funds shall not be utilized for the ordinary maintenance of Petzke Park.

4. COMPLIANCE. The design of the playground and the installation of the playground equipment shall conform with all local, state and federal regulations and requirements. KAC shall be responsible for providing any documentation or report required by any local, state or federal governmental body. KAC shall provide CITY with a copy of any documentation or report provided to any local, state or federal governmental body.

5. TIMELINE. CITY shall complete all necessary civil engineering for the Project on or before December 31, 2014. CITY shall also complete all necessary site preparation on or before August 19, 2015. On May 1, 2015, KAC shall report the total amount of donated funds raised. KAC shall complete installation of the playground equipment on or before September 30, 2015. This Agreement shall terminate at the time CITY accepts all improvements made to the Playground and the Project is complete. Notwithstanding the forgoing any liability or obligation to indemnify CITY on KAC's part shall survive the termination of this Agreement.

6. INSURANCE PROVISION. KAC shall procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against all risk and loss during the course of construction of the Playground. The policies shall be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the

State of Wisconsin. The policies shall name the Board of Park Commissioners and the City of Kenosha as additional insureds. KAC shall provide a copy of the "additional insured" endorsement. The insurance policy or policies shall also contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. KAC shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of the Board of Park Commissioners and City of Kenosha as "additional insureds", and proof of payment of premium to the City Clerk/Treasurer for approval. If for any reason, the insurance coverage required herein lapses and/or KAC fails to maintain insurance coverage, CITY may declare this Agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Agreement. Should KAC fail to furnish, deliver and maintain such insurance coverage, CITY may obtain such insurance coverage and charge KAC the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of KAC to take out and/or maintain the required insurance shall not relieve KAC from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of KAC in Section 6 of this Agreement. KAC shall maintain during the course of this Agreement insurance with limits as follows:

a. Commercial General Liability

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

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

b. Umbrella Policy

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

c. Worker's Compensation: Statutory Limits

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

7. INDEMNIFICATION. KAC agrees to indemnify, defend and hold CITY harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from its obligations pursuant to this Agreement or KAC's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of CITY, its employees, agents or independent contractors.

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

If to **CITY:**

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

with copies to:

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

and

Superintendent of Parks
3617 65th Street
Kenosha, Wisconsin 53142

If to KAC:

Christine Weyker
Chief Executive Officer
Kenosha Achievement Center, Inc.
1218 79th Street
Kenosha, Wisconsin 53143

9. AMEND IN WRITING. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by the parties.

10. GOVERNING LAW. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any provision of this Agreement which is prohibited by the laws of the jurisdiction where it is sought to be enforced shall, as to said jurisdiction, be ineffective only to the extent of such prohibition without invalidating the remaining provisions which shall continue in full force and effect.

11. FORCE MAJEURE. Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God, fire, flood, strikes, lockouts, civil disturbance, order of any government, court or regulatory body claiming jurisdiction, act of public enemy, war, riot, sabotage, blockage, embargo, or material shortage, tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.

12. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

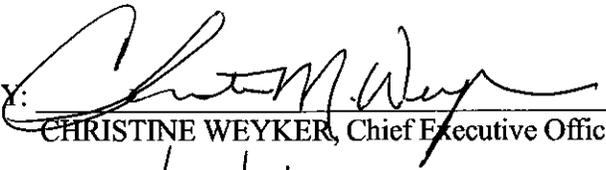
13. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

14. WAIVER. No extension of time, forbearance, neglect or waiver on the part of one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the party, nor shall any extension of time, forbearance or waiver on the part of one party in any one or more instance or particulars be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Agreement.

15. CAPACITY. The persons who have executed this Agreement represent and warrant that they are (a) duly authorized to execute this Agreement in their individual or representative capacity as indicated; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms have been duly and validly authorized and approved by all requisite action required by law; and, (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

Signatures on the following pages

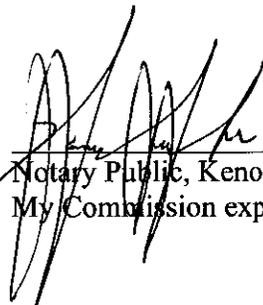
**KENOSHA ACHIEVEMENT CENTER, INC.,
A Wisconsin Nonprofit Corporation**

BY: 
CHRISTINE WEYKER, Chief Executive Officer

Date: 12/15/14

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

Personally came before me this 15th day of December, 2014,
CHRISTINE WEYKER, Chief Executive Officer, to me known to be such person and the Chief
Executive Officer of **KENOSHA ACHIEVEMENT CENTER, INC.**, a Wisconsin Nonprofit
Corporation, and acknowledged to me that she executed the foregoing instrument as such officer
of said corporation, by its authority.

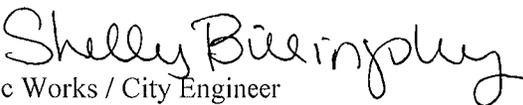


Notary Public, Kenosha County, WI.
My Commission expires/is: 12/3/2018

Informational #1

February 6, 2015

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

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

SUBJECT: Project Status Report

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #12-1415 / 13-1415 / 14-1415 CORP Implementations** – Continuing. (Citywide)
- Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant)** [SAA Design Group] – Design parameters have been determined and work has begun on bid documents. Project is anticipated to be out for bid in early March. (16)
- Project #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Project close-out documents were sent to contractor. (1).
- Project #12-1432 - Peorio Park Trail** [SAA Design Group] Bids were opened on Jan. 21 for the construction of the boardwalks and bridge installation. Construction tentatively scheduled to begin in February with completion in May (weather dependent). City crews will construct the adjoining paths after contractor is finished. (DNR Stewardship Grant) (1 & 4)
- Project #13-1413 - Petzke Park Phase II** [SAA Design Group] Project is currently out for bid. Bid opening is scheduled for February 11. (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] – Contract was awarded to Rasch Construction. A preconstruction meeting will be scheduled within the next few weeks to discuss construction schedule. (6)
- Project #13-1419 – Anderson Fishing Pier** – [SAA Design Group] Work has begun. Installation of the north bridge has been completed. The island excavation, installation of rip rap and south bridge is anticipated to be done by the end of mid- February. (9)
- Project #14-1417 – Tree Removal** – Contract nearing completion. Phase 2 is pending approval. (City wide)
- Project #14-1418 – Tree Planting** – Contract nearing completion. (City wide)
- Project #14-1421 – Simmons Island Phase 1B** – [SAA Design Group] This project has been put on hold due to budget. (2)
- Project #14-1424 - Southport Beach House Roof Replacement** –Project is pending award. A construction schedule will be determined after award. (12)
- Project #14-1428 – Washington Park Trail Improvements** – Project is currently out for bid. Bid opening is scheduled for February 18.
- Project #14-1120 – Eichelman Beach – Nutrient Improvements** – The contractor is planning on beginning work this early spring. (2)
- Project #14-1141 – Southport Park Shoreline Repair Phase 1** – [Redbarn Design and Engineering] Bids are currently being reviewed. (12)
- Design Work-** Misc. Park projects, ADA Accessible Playground, and finishing 2012, 2013 and 2014 CORP projects.