

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 202
Monday, February 27, 2012 - 5:00 pm

| | | | |
|----------------------|-------------------------|----------------------|--------------------------------|
| Chairman: | Michael J. Orth | Vice Chair: | Rocco J. LaMacchia, Sr. |
| Commissioner: | Jesse L. Downing | Commissioner: | Anthony Kennedy |
| Commissioner: | Lawrence Green | | |

Call to Order
Roll Call

A. APPROVAL OF MINUTES

A-1. Approval of the minutes of the meeting held on February 13, 2012.

C. REFERRED TO COMMISSION

C-1. Request from Christina Salinas on behalf of the Alex's Lemonade Stand Foundation to Place the Stand for 3 Non-Consecutive Days in Veteran's Memorial Park on the Corner of 52nd Street and 6th Avenue. (*District 2*)

C-2. Request from Kite Society of Wisconsin and Gift of Wings for the following on June 2-3, 2012:
a. To hold their Outta Sight Kite Flight in Kennedy Park
b. Full Sponsorship (*District 1*)

C-3. Request from the Wisconsin Marathon, LLC for the following on Saturday, May 5, 2012:
a. To hold their Event in HarborPark and surrounding streets
b. Request to Utilize Park Equipment
c. Permission to Sell Fermented Malt Beverages (*District 2*)

C-4. Request from the Urban League of Racine and Kenosha for the following on Saturday, June 23, 2012 (*rain date of Saturday July 7, 2012*):
a. To hold their Juneteenth Festival in Pennoyer Park with the Bandshell (*1st choice*) or HarborPark and Celebration Place (*second choice*)
b. Request to Utilize Park Equipment
c. Full Sponsorship (*District 2*)

C-5. Request from Kiwanis Club of Western Kenosha for the following on July 27-29, 2012:
a. To hold their Taste of Wisconsin Event in HarborPark and Celebration Place
b. Request to Utilize Park Equipment
c. Permission to Sell Fermented Malt Beverages
d. Extend the closing hour to 11:00 pm
e. Full Sponsorship (*District 2*)

C-6. Request from the Kenosha Band Booster, Inc. to hold their Ice Cream Social at Simmons Island on Tuesday, July 17, 2012, with Full Sponsorship. (*District 2*)

- C-7. Request from KUSD to close MLK Drive in Lincoln Park for the Cross Country Meet with a Waiver of Fee for use of Picnic Shelter. *(District 12-formerly District 8 & 12)*
- C-8. Requests from Stephanie Poska for her Wedding and Reception to be held along the Lakefront on a Date to be Determined:
 - a. Park Site: Eichelman, Pennoyer or Simmon's Island
 - b. To allow Fermented Malt Beverages
 - c. To allow a DJ
 - d. To Extend the Park Closing Time to 11pm or midnight
- C-9. Approval of Service Agreement with Applied Ecological Services for Anderson Park Rain Garden Maintenance.
- C-10. Approval of the Fireworks Display Agreement by and between the City and MIAND, Inc., dba Mad Bomber Fireworks Productions in the amount of \$41,300.
- C-11. Approval of Lease between the City and New Cingular Wireless PCS, LLC for Property Located at 1613 Washington Road. *(Also referred to Finance) (District 6)*
- C-12. Approval of Joint Parkland and Communications Facility Development Agreement for Property Located at 1613 Washington Road. *(Also referred to Finance) (District 6)*
- C-13. Acceptance of a donation in the amount of \$10,000 from the Western Kiwanis Baseball to be Placed in the Nash Park account.

INFORMATIONAL ITEMS:

- 1. 2012 Special Events – Approved by Parks Administration
- 2. Poerio Park Enhancements Near Nature Center
- 3. Project Status Report

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

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

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

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, February 13, 2012

A meeting of the Board of Park Commissioners was held on Monday, February 13, 2012, in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 5:01 pm by Vice Chairman LaMacchia.

At roll call, the following members were present: Commissioners Downing, Kennedy and Green. Chairman Orth arrived before item C-2. Staff members in attendance were Michael Lemens, Interim Director of Public Works; Jeff Warnock, Superintendent of Parks; Mary Durkee, Supervisor of Parks and Brian Wilke, Development Coordinator.

It was moved by Commissioner Green, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, January 30, 2012. Motion passed unanimously.

- C-1. Request from Debra Salas for Permission to Serve Fermented Malt Beverages during a Wedding Reception in Anderson Park on Sunday, August 5, 2012. *(District 9)*
Public Hearing: Debra Salas was present for any questions.
Staff/Aldersperson: Jeff Warnock and Mary Durkee spoke.
It was moved by Commissioner Green, seconded by Commissioner Downing, to approve.
Motion passed unanimously.
- C-2. Request from Mt Carmel Church for the following on July 13-15, 2012 *(rain dates of July 20-22)*:
a. To hold their Festival in Columbus Park
b. Permission to sell Fermented Malt Beverages
c. To Extend the Park Closing Time from 10:00pm to 11:00pm *(District 7)*
It was moved by Commissioner Green, seconded by Commissioner LaMacchia, to approve.
Motion passed unanimously.
- C-3. Request from the Kenosha YMCA to hold their annual Food, Folks and Spokes event on Friday, July 20, 2012 in Library Park. *(District 2)*
It was moved by Commissioner Green, seconded by Commissioner Kennedy, to approve with 50% sponsorship. Motion passed unanimously.
- C-4. Request from the Hope Council on Alcohol & Other Drugs Abuse, Inc. for the following on Saturday, October 20, 2012:
a. To hold their 3rd Annual Halloween Happening Pumpkin Roll in Pennoyer Park
b. Full Sponsorship *(District 1)*
It was moved by Commissioner Kennedy, seconded by Commissioner Green, to approve with 50% sponsorship. After discussion, Commissioner Green withdrew his second. Motion failed due to lack of a second. It was moved by Commissioner Green, seconded by Commissioner LaMacchia to approve with 100% sponsorship. Motion passed unanimously.
- C-5. Request from the Kenosha Unified School District to Conduct their Back to School Event on Saturday, September 8, 2012 in HarborPark and Celebration Place. *(District 2)*
It was moved by Commissioner Downing, seconded by Commissioner LaMacchia, to approve. Motion passed unanimously.
- C-6. Request from the Kenosha Area Chamber of Commerce Foundation for the following on

August 24-25, 2012:

- a. To hold their 2nd Annual Grill Games in HarborPark and Celebration Place
- b. Permission to sell Fermented Malt Beverages
- c. To Extend the Park Closing Time from 10:00pm to 11:00pm
- d. Full sponsorship (*District 2*)

Public Hearing: Lou Molitor, Director of Kenosha Area Chamber of Commerce spoke.

It was moved by Commissioner Green, seconded by Commissioner Kennedy, to approve with fees being billed in full to the organization. After discussion, Commissioner Kennedy withdrew his second. Motion failed due to lack of a second. It was moved by Commissioner Kennedy, seconded by Commissioner Green to approve with 50% sponsorship. Motion passed unanimously.

C-7. Request from Kenosha Unified School District for the following on Sunday, July 22, 2012:

- a. To hold the Festival of Arts and Flowers in Lincoln Park and the Orbiletti Center
- b. Full Sponsorship (*District 12 – formally District 8*)

Public Hearing: Robert Wells, Coordinator of Fine Arts at Kenosha Unified School District was present for questions.

It was moved by Commissioner Kennedy, seconded by Commissioner Green, to approve with 50% sponsorship. After discussion, Commissioner Green withdrew his second. Motion failed due to lack of a second. It was moved by Commissioner Green, seconded by Commissioner Downing to approve with 100% sponsorship. Motion passed unanimously.

C-8. Review of Engineering Statement from Evans Associates for a New Communications Tower to be Located at 4411 Sheridan Road (*per Section 4.06 D.13. of the Zoning Ordinance*). (*District 2*)

Public Hearing: Nathan Ward, SBA Network Services and John Thomey, Property Owner of Kenosha Plumbing spoke.

Staff/Aldersperson: Brian Wilke and Jeff Warnock spoke.

It was moved by Commissioner Kennedy, seconded by Commissioner Green, to receive and file. Motion passed unanimously.

C-9. Proposed Resolution - To Create the AFSCME Permanent Part-Time Position of Golf Course Clubhouse Manager and to Establish its 2012 Wage Rate.

Staff/Aldersperson: Jeff and Mary spoke.

It was moved by Commissioner Green, seconded by Commissioner LaMacchia, to approve with the language of #2 amended. Motion passed unanimously.

INFORMATIONAL ITEMS:

1. 2012 Special Events – Approved by Parks Administration

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

2. Project Status Report

DIRECTOR/SUPERINTENDENT COMMENTS: Jeff Warnock; Superintendent of Parks, and Mike Lemens; Interim Director of Public Works, commented on how the Parks are getting cleaned up and completed.

CITIZEN/COMMISSIONERS COMMENTS: Commissioner Orth and Mike Lemens; Interim Director of Public Works, spoke briefly on all the changes that are occurring within the Engineering Division.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 5:50 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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
CC: District 2 Alderperson Theodore Ruffalo
FROM: Jeff Warnock, Park Superintendent
RE: Christina Salinas – Alex's Lemonade Stand Foundation

Request: Christina Salinas is asking permission to set up a lemonade stand on behalf of the Alex's Lemonade Stand Foundation in Veteran's Memorial Park. The stand would be located on the corner of 52nd Street and 6th Avenue on Saturday June 23rd, July 28th and August 25th.

History: Ms. Salinas received permission in 2011 to set up the stand on Simmons Island, with no fee.

Recommendation: To approve the request with no fee to be charged

Zimbra

mdurkee@kenosha.org

± Font size ±

Fwd: Alex's Lemonade Stand Foundation

From : Diane Hoff <dhoff@kenosha.org> Thu, Feb 16, 2012 12:23 PM
Subject : Fwd: Alex's Lemonade Stand Foundation 2 attachments
To : Jeff Warnock <jwarnock@kenosha.org>,
Mary Durkee <mdurkee@kenosha.org>

*Diane Hoff
Dept of Public Works
625 52nd St, Rm 305
Kenosha, WI 53140
262-653-4050
262-653-4065 (direct)
262-653-4056 (fax)*

----- Forwarded Message -----

From: "Cookie" <cookie.salinas@gmail.com>
To: publicworks@kenosha.org
Sent: Thursday, February 16, 2012 12:19:38 PM
Subject: Alex's Lemonade Stand Foundation

*To setup in
Navy Park -
corner
52nd St / 6th Ave*

Good afternoon,

My name is Christina Salinas and I am a longtime Kenosha resident. Last year I began working with a registered 501c3 registered charity called Alex's Lemonade Stand Foundation. This charity was created in memory of Alexandra Scott, a cancer patient who at the age of four decided that she was going to raise money to help other sick children and started her own lemonade stand. Alex passed away at the age of eight but not before she had raised over \$1 million for pediatric cancer research. After her passing, her parents decided to continue her

dream and now people all around the world can hold their own lemonade stands to help. Last year, with the help of my family and permission from the city of Kenosha Parks Department and the Kenosha County Health Department, I held my first 3 lemonade stands at the Simmons Island Beach House. We created a small concession stand with lemonade and snacks. Many area businesses even helped donate supplies and we raised just over \$1,000. I felt so honored to be able to help that I'm hoping to make this an annual event.

Per the Kenosha County Health Department, I was given permission to hold a stand on up to 3 different days throughout the year without a vending permit since it is for a non-profit organization and updated on all health requirements. When requesting permission from the Kenosha Parks Department, I was asked to attend a Parks Department Committee meeting and present my plans to the board. My stand was voted through unanimously because it is a great way to get the community involved in helping an amazing cause. I created flyers which were posted all around town and a facebook event page. We were featured in the Kenosha News on three different occasions. It actually helped gain quite a bit of attendance for the beach on those days that we set up. I only hope to get bigger and better with time.

I would like to ask for your help to make this year's stands an even bigger success. I'm not sure if it is even allowed but I was hoping to ask permission from the Public Works Department to use the corner grass space behind the Municipal Building to set up a stand. My stand would consist of 2 folding tables, a few folding chairs, a few small posters and some volunteers. The beach was a great place to set up but it's a little bit out of the way. I was hoping that by setting up on a street in view of traffic, I might garner some attention from people passing by. As for dates and times, I don't have anything set in stone. I would prefer to set up on Saturdays from 11-6PM or Noon-6PM. If it is available, I would like to do the fourth Saturday of June, July and August but that isn't exactly necessary. That would be June 23rd, July 28th and August 25th. If this location isn't possible or you have a suggestion for a better one, please let me know!

Just to give you an idea of what was done last year, I have attached the flyer that I created and here are links to the stories from the Kenosha News. I have also attached a copy of the registered 501c3 letter from Alex's Lemonade Stand



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
Chairman G. John Ruffolo, Public Works Committee

CC: District #1 – Alderperson Ted Ruffalo

FROM: Jeff Warnock, Park Superintendent

RE: Fireworks – July 4th

Attached you will find the Fireworks Display Agreement By And Between the City of Kenosha through its Department of Public Works and MIAND, Inc. dba Mad Bomber Fireworks Productions.

This company has produced the 4th of July fireworks for the past two years and staff feels that the quality of the show has been very successful. The company has agreed not to increase the cost for 2012.

A Request for Proposal will be sent out to companies for the 2013 production.

Recommendation: To approve the agreement for 2012

FIREWORKS DISPLAY AGREEMENT

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,
THROUGH ITS DEPARTMENT OF PUBLIC WORKS**

And

**MIAND, INC. DBA Mad Bomber Fireworks Productions
A Indiana Corporation,
3999 Hupp Road
Kingsbury, IN 46345**

THIS AGREEMENT made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, with offices located at 625 – 52nd Street, Kenosha, Wisconsin ("CITY"), a Wisconsin municipal corporation, and **MIAND, INC., DBA MAD BOMBER FIREWORKS PRODUCTIONS**, a Indiana corporation, with its principal place of business located at 3999 Hupp Road, Kingsbury, IN 46345, ("MAD BOMBER").

WITNESSETH:

WHEREAS, MAD BOMBER is engaged in the sale, exhibition and display of fireworks;

WHEREAS, MAD BOMBER responded to **CITY'S** Request for Proposal ("RFP") regarding conducting a fireworks display and exhibition ("Exhibition") for a Fourth of July celebration;

WHEREAS, CITY is interested in contracting with **MAD BOMBER** for the purpose of putting on a fireworks Exhibition.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the undersigned agree as follows:

1. OBLIGATIONS OF MAD BOMBER. MAD BOMBER shall:

a. Provide all freight, cartage, transportation of equipment, material and tools for the Exhibition, together with all necessary trained and experienced pyrotechnic operators to set up and conduct the Exhibition as more particularly set forth in its response to **CITY'S** RFP. A copy of **MAD BOMBER'S** response is attached hereto and incorporated herein as Exhibit A.

b. Establish a "Safety Zone" encompassing the area immediately surrounding the launch site and a corresponding fallout zone to which unauthorized persons will be denied access.

c. Remove all its equipment, together with any live or unfired material from the Safety Zone.

d. Inspect the Safety Zone the following morning for the purpose of collecting any material, live or otherwise, in the Safety Zone.

2. OBLIGATIONS OF CITY. CITY shall:

a. Provide adequate security, fire and police protection, parking, traffic and crowd control during the Exhibition and for a reasonable time thereafter.

b. Provide materials and manpower to deny unauthorized persons from accessing the Safety Zone.

c. Be responsible for all cleanup for the Exhibition except for the Safety Zone. Said cleanup shall include, but is not limited to, removal of debris, trash, and wood; back filling holes; repairs to grass, sod or other surfaces; and removal of all barricades.

d. Be responsible for obtaining all necessary State and local permits required for the Exhibition, as well as any costs related thereto. **MAD BOMBER** shall aid and assist **CITY** in obtaining any necessary permits for the Exhibition.

e. Name **MAD BOMBER** as the primary vendor for the Exhibition in all news/media releases, advertisements, publicity, programs and announcements.

3. DATE OF EXHIBITION. The Exhibition shall be held on the evening of July 4, 2012. In the event the Exhibition is postponed due to acts of nature or God, labor disputes, strikes, wars, accidents, or other reasons beyond the parties' knowledge or reasonable control, the Exhibition shall be held on July 5, 2012 or mutually agreed upon by both parties. In the event the alternative date is required to be postponed, the parties agree that the Exhibition shall be held at the earliest mutually convenient date for the parties. Should the Exhibition be delayed, postponed or canceled due to acts of nature or God, labor disputes, strikes, wars, accidents or other reasons beyond the parties' knowledge or reasonable control, neither party shall be responsible for any cost or damages to the other associated with such delay, postponement or cancellation.

4. COMPENSATION. For its services provided herein, **CITY** shall pay **MAD BOMBER** the sum of Forty-one Thousand Three Hundred (\$41,300.00) Dollars. Said sum shall be paid to **MAD BOMBER** no later than seven (7) days after the Exhibition. All checks shall be made payable to MIAND, INC. Should **MAD BOMBER** fail to utilize shells in the Exhibition, whether by inadvertence or failure to explode, **CITY** shall be entitled to a credit in an amount equal to the value of the shell as enumerated in the itemization set forth in Exhibit B attached hereto.

5. INSURANCE. MAD BOMBER shall maintain insurance as follows:

- | | |
|---------------------------------|---------------------------|
| a) General Commercial Liability | \$5,000,000.00/Occurrence |
| b) Property Damage | \$2,000,000.00/Occurrence |
| c) Automobile Liability | \$1,000,000.00/Occurrence |
| d) Workers Compensation | Statutory Limits |

a Comprehensive Liability Insurance Policy which shall provide coverage for all services provided herein by **MAD BOMBER** in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence. The General Commercial Liability policy shall cover all claims, damages, suits, injuries or expenses incurred as a result of any negligent act or omission of any employee, independent contractor or agent of **MAD BOMBER**, as well as any defect or problem with any Fireworks supplied or displayed by **MAD BOMBER**. All insurance shall be issued by an insurer authorized and licensed to do business in the State of Wisconsin with a minimum financial strength rating of A+ as determined by Standard and Poor's. **MAD BOMBER** shall, within fourteen (14) days of the execution of this Agreement, furnish a Certificate of Insurance indicating compliance with the foregoing and the naming of **CITY** as an "additional

insured". Further, the insurance policy shall contain a clause that in the event the policy is canceled for any reason, or any material changes are made therein, **CITY'S** Director of Public Works shall be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason the insurance coverage herein lapses or a material change is made to the policy resulting in a breach of **MAD BOMBER'S** obligations under the Agreement, **CITY** may declare this Agreement null and void as of the date of the cancellation or material change.

6. INDEMNIFICATION. **MAD BOMBER** shall indemnify and hold harmless **CITY**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **MAD BOMBER'S** own negligence or **MAD BOMBER'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

CITY shall indemnify and hold harmless **MAD BOMBER**, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from **CITY'S** own negligence or **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement.

7. ASSIGNMENT. This Agreement and all obligations thereunder shall not be assigned by **MAD BOMBER** without the prior written consent of **CITY**.

8. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

9. ATTORNEY FEES. If either party commences an action, whether in Court or by arbitration, to enforce its rights pursuant to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as determined by the Court or arbitrators as the case may be.

10. ENTIRE AGREEMENT. This Agreement (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior or contemporaneous agreements, understandings, representations and statements, whether written or oral, which may have taken place, or been in existence at any time between the parties.

11. HEADINGS. The headings of the sections and subsections of this Agreement are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

12. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

13. SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

14. AMENDMENTS. This Agreement cannot be amended, changed, altered or modified, except in a writing signed by the parties.

15. CONSTRUCTION. This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against the draftsman shall not apply to this Agreement, and neither party has any rights under

such doctrine.

16. AUTHORITY. Each of the undersigned hereby represents and warrants that:

a. Such party has all requisite power and authority to execute this Agreement;

b. The execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly 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.

17. WAIVER. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

18. NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be in writing and either by hand or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mailing.

If to **CITY:**

Director of Public Works
625 – 52nd Street, Room 305
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 **MAD BOMBER:**

Dan P. Miller
Sr. Vice President
MIAND, INC. DBA Mad Bomber
Fireworks Productions
3999 Hupp Road
Kingsbury, Indiana 46345

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

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: _____
KEITH G. BOSMAN, Mayor,
Date: _____

BY: _____
DEBRA SALAS
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2012, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this TENTH day of FEBRUARY, 2012 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and

CITY OF KENOSHA 625 - 52ND STREET KENOSHA, WI 53140

Herein after referred to as Buyer, of KENOSHA PARKS DEPARTMENT State WISCONSIN

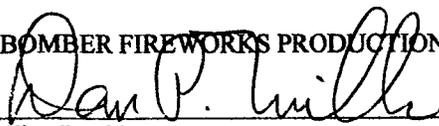
Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$41,300.00 for said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of (WAIVED) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the FOURTH day of JULY, 2012, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 560' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$5,000,000.00 for the benefit of both the Buyer and Seller.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments: PER 2010 RFP CONTRACT EXTENSION

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By 
Sr. Vice President

BUYER

By _____
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date: 02/10/12

Date: _____

THIS LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the **City of Kenosha**, a Wisconsin municipal corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin municipal corporation, having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140 (hereinafter referred to together as “**Landlord**”) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as “**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 1613 Washington Road, in the City of Kenosha, State of Wisconsin 53143 (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. PREMISES.** Landlord leases a certain portion of the Property containing approximately two thousand one hundred eighty-four (2,184) square feet with dimensions of forty-eight by forty-five and one-half feet (48' x 45.5') including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with all necessary space and easements for access and utilities, as generally described and depicted in the attached **Exhibit 1** (collectively, the “**Premises**”).
- 2. PERMITTED USE.** Tenant shall lease the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure not to exceed one hundred fifty (150) feet in height (the “**Tower**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communications Facility**”). Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Tenant agrees that any such installation construction, maintenance, operation, repair, replacement or upgrade shall not result in a lien being placed upon the Premises or Property, and should a lien be placed upon either, Tenant shall take immediate steps to remove said lien. Landlord and Tenant agree that any portion of the Communications Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communications Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous or adjoining Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right, at its sole cost and expense, to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, upgrades or additions appropriate for Tenant's use (“**Tenant Changes**”). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to: (i) comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communications Facility on the Premises, (ii) to obtain all necessary governmental licenses, permits and approvals for the zoning, placement, construction and operation of the Communications Facility and all Tenant Changes to the Premises from the City of Kenosha, Kenosha County, State of Wisconsin Department of Transportation, United States Federal Communications Commission, United States Federal Aviation Administration and any other governmental entity having appropriate jurisdiction and (iii) to fully comply with the provisions of all such licenses, permits and approvals (i-iii are collectively referred to as the

“Government Approvals”). Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communications Facility within the Premises at any time during the term of this Agreement. However, Tenant shall not increase the height of the Tower without first obtaining: (a) the prior written consent of the Landlord; and (b) all required Government Approvals, including but not limited to zoning approval from the City of Kenosha. Tenant acknowledges that the City of Kenosha’s existing zoning code does not permit communications structures in excess of one hundred fifty (150) feet. Therefore, Tenant further acknowledges that Landlord may deny its consent to any proposed increase in the height of the Tower in the absence of a variance or a change in the zoning ordinance, which has been lawfully approved by the City of Kenosha Plan Commission and Common Council. Landlord cannot and does not hereby provide any assurances that such a variance or change in the zoning ordinance will ever be so approved. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant’s Changes or to insure that Tenant’s Communications Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

(a) The initial lease term will be ten (10) years (“**Initial Term**”), commencing on July 1, 2012 (the “**Rent Commencement Date**”) and ending on June 30, 2022.

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

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

4. RENT.

(a) Commencing on the Rent Commencement Date and monthly thereafter, Tenant will pay City of Kenosha a monthly rental payment of One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) (“**Rent**”), at the address set forth above beginning on the Rent Commencement Date. Payment shall be made on or before the fifth (5th) day of each calendar month in advance. Landlord shall be entitled to a late charge equal to ten percent (10%) of the monthly rental obligation for rent paid after the fifth (5th) day of each calendar month. Rent will be prorated for any partial month in which the Premises are occupied by Tenant.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Term exercised, the monthly Rent will increase by three (3 %) over the Rent paid during the previous year, as set forth on **Exhibit 2**, which is attached hereto.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this section shall survive the termination or expiration of this Agreement.

(d) The parties acknowledge and agree that: (i) in addition to this Lease, the parties have also jointly entered into the binding Joint Parkland and Communications Facility Development Agreement, dated this same date, a copy of which is attached hereto as **Exhibit 3** (the “**Joint Development Agreement**”); (ii) pursuant to the Joint Development Agreement, Landlord shall acquire full ownership and fee simple title to the Property from the Seller (as defined therein) on or before May 1, 2012, provided that all terms and conditions of the Joint Development Agreement and the Offer (as defined therein) have been fully satisfied or waived in writing; (iii) the fair market value of the Property as of the Effective Date and the purchase price pursuant to the Offer is One Hundred Thirty-three Thousand Six Hundred and 00/100 Dollars (\$133,600.00), which equals the 2011 assessed value of the Property, as determined by the City of Kenosha Assessor’s Office (the “**Property Value**”); (iv) Tenant shall pay to Seller the full Property Value as the purchase price for the Property; and (v) **LANDLORD SHALL HAVE NO OBLIGATION TO PAY ANY PORTION OF THE PROPERTY VALUE TO**

SELLER OR ANY OBLIGATION TO PAY ANY OTHER AMOUNT AT ANY TIME TO TENANT, SELLER OR ANY OTHER PARTY, IN ORDER TO ACQUIRE THE PROPERTY OR OTHERWISE IN CONNECTION WITH THE OFFER, THE JOINT DEVELOPMENT AGREEMENT OR THIS LEASE.

(e) Notwithstanding Sections 4 (a) and 4 (b) above, to compensate Tenant for its full payment of the Property Value as the purchase price for the Property, Tenant shall have no obligation to pay Landlord any monthly rent pursuant to this Lease until a partial payment is due and payable on February 1, 2018. Full rent payments shall then be due and payable beginning on March 1, 2018 and thereafter, all as set forth on the rent and abatement schedule attached hereto as **Exhibit 2**. **IN THE EVENT THAT THIS LEASE SHALL TERMINATE FOR ANY REASON PRIOR TO THE EXPIRATION OF THE RENT ABATEMENT PERIOD ON FEBRUARY 1, 2018, TENANT HEREBY ACKNOWLEDGES AND AGREES THAT LANDLORD SHALL CONTINUE TO OWN THE PROPERTY AND SHALL HAVE NO OBLIGATION TO PAY TO TENANT ANY PART OF THE PROPERTY VALUE PAID BY TENANT TO SELLER OR ANY OTHER COSTS OR EXPENSES INCURRED BY TENANT IN CONNECTION WITH THE OFFER, THE JOINT DEVELOPMENT AGREEMENT OR THIS LEASE.**

5. **APPROVALS.** Landlord agrees that Tenant's ability to use the Property is contingent upon the suitability of the Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

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

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communications Facility as now or hereafter intended by Tenant at any time prior to the acquisition of the Property by Landlord pursuant to the Joint Development;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to the acquisition of the Property by Landlord pursuant to the Joint Development; or

(d) by Tenant, after the expiration of the Initial Term, upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 18 or 19 of this Agreement.

7. **INSURANCE.**

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

(b) Tenant's CGL coverage shall contain a provision naming the City of Kenosha and Board of Park Commissioners for the City of Kenosha as "additional insureds". Tenant shall provide Landlord with a copy of the endorsement identifying the additional insureds. The insurance policy or policies shall contain a clause that in the event any policy is canceled for any reason the City clerk will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or changes take effect. Said policies shall be issued by an insurance company or companies authorized to do business in the State of Wisconsin and shall have an AM Best

Financial Strength Rating of "A-" or better. Tenant prior to executing this Agreement shall furnish a Certificate of Insurance indicating compliance with the foregoing. Annual Certificates of Insurance shall be furnished to the City Clerk throughout the Term of this Agreement. Any subcontractor of Tenant shall also have coverage in the amounts required of Tenant and include like notice requirements and additional insured endorsements.

(c) If for any reason, the insurance coverage required herein lapses and Tenant fails to replace such insurance prior to the lapse date, Landlord may declare this Agreement terminated as of the date no valid insurance policy was in effect. Should Tenant fail to furnish, deliver and maintain such insurance coverage as above provided, Landlord may obtain such insurance coverage and charge Tenant as an additional rental fee, the cost of such insurance coverage plus all reasonable and appropriate administrative charges and incidental expenses associated with the transaction. The failure of Tenant to take out and/or maintain the required insurance shall not relieve Tenant from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of Tenant in Paragraph 9 – Indemnification. Tenant shall provide annual Certificate of Insurance and maintain third party insurance coverage for CGL insurance for claims that exceed Twenty-Five Million Dollars (\$25,000,000.00)

8. INTERFERENCE.

(a) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communications Facility or the operations of Tenant. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(b) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communications Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord. The parties hereto acknowledge that the Property is a park and the use of the Property in a usual manner shall not trigger the rights or obligations of this paragraph.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communications Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

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

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

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

(b) Landlord represents and warrants that: (i) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Property; (ii) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iii) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL LAWS.

(a) Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (i) caused by Landlord or its agents that have occurred or which may occur on the Property and (ii) caused by any unrelated third party, that have occurred or which may occur on the Property, provided, however, Landlord shall not be responsible for spills or other releases caused by unrelated third parties if such spill or release occurs on the Premises after the Effective Date. Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (x) caused by Tenant or its agents, that have occurred or which may occur on the Property and/or Premises and (y) caused by any unrelated third party which may occur after the Effective Date on the Premises. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 11 shall survive the termination or expiration of this Agreement.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that Tenant or any of Tenant's agents did not cause by any act or omission of Tenant or any of Tenant's agents, and further that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS.

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

(b) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access to the Property adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cables, and to service the Property and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). It is mutually understood that it is the Tenant's cost and responsibility to initially and subsequently pave the easement as required by a conditional use permit.

(c) Tenant shall have twenty-four (24) hours a day, seven (7) days a week access to the Property ("Access") at all times during the Term of this Lease and Landlord agrees to provide Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in

the event Tenant cannot access the Property, Tenant shall incur significant damage. Landlord further agrees to provide Tenant with multiple signed copies of the standard access letter in the form attached hereto as **Exhibit 4**, addressed to Landlord's Building and Security Staff, if necessary to allow access to employees and agents of Tenant, with identification. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$100.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communications Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communications Facility constructed, erected or placed on the Property by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Property will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within sixty (60) days of the termination of this Agreement, Tenant will remove those above-ground improvements, including but not limited to the Tower, above-ground utility poles and cabinets, equipment building(s), fence(s), driveway(s) and landscaping, which Landlord, in its sole discretion, desires to have removed or Landlord, at its option, may elect to require Tenant to leave any or all such improvements in place and surrender ownership and control of such improvements to Landlord. If Landlord requires the removal of the Tower, Tenant shall also remove the Tower foundation to a depth of four (4) feet below the surface. Further, Tenant shall restore the Property to its condition at the time of execution of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

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

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

(c) Tenant will pay for all water, sewer, storm water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Tenant as well as all other costs and expenses of

every kind whatsoever in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Property or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant's sole rights shall be to either: (x) seek a judicial order requiring specific performance on Landlord's part; or (y) cure Landlord's default and deduct the costs of such cure from any monies due to Landlord from Tenant. **UNDER NO CIRCUMSTANCES SHALL TENANT EVER HAVE THE RIGHT TO SEEK ANY MONETARY RECOVERY FROM LANDLORD FOR (AND LANDLORD SHALL NEVER BE REQUIRED TO PAY) ANY PART OF THE PROPERTY VALUE PAID BY TENANT TO SELLER OR ANY OTHER COSTS OR EXPENSES INCURRED BY TENANT IN CONNECTION WITH THE OFFER, THE JOINT DEVELOPMENT AGREEMENT OR THIS LEASE.**

16. ASSIGNMENT/SUBLEASE.

(a) Tenant may Assign this Agreement, in whole or in part, to Tenant's parent, subsidiary or affiliate, or to any entity acquiring fifty percent (50%) or more of Tenant's assets. Excepting the foregoing Tenant may not assign this Agreement without written consent of Landlord, such consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations thereunder. Tenant shall provide Landlord with written notice of the name, contact information and relationship of any permitted assignee within thirty (30) days after such assignment.

(b) Tenant shall not be restricted from subleasing Tower space on the Communications Facility to third party collocators, who are also licensed by the FCC to operate wireless communications systems (each a "Collocator"). Each Collocator may use the Premises and the Communications Facility only for the Permitted Use, subject to the provisions of this Lease and all applicable federal, state and local laws. Each Collocator shall lease additional ground space on the Property outside of the Premises directly from Landlord in order to operate its communications system and Landlord agrees to negotiate in good faith and enter into a lease with such Collocator (containing such terms and conditions as the Collocator and Landlord may reasonably and mutually agree upon) for the required additional ground space on the Property outside the Premises.

17. NOTICES.

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

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI1926; Cell Site Name: Washington (WI)
Fixed Asset No: 10127933
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #WI1926 Cell Site Name: Washington (WI)
Fixed Asset No:10127933
15 East Midland Ave
Paramus, NJ 07652

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

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

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

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

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

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the following documents to Tenant: (i) a copy of the deed transferring Property to the new landlord; (ii) a new payment direction form, including contact information and phone number(s) for the new landlord. Should Tenant not receive said documents, Tenant shall not be responsible for any failure to pay the new landlord.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Property unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communications Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of Landlord's knowledge of any casualty. If any part of the Communications Facility is damaged by fire or other casualty so as to render the Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be

effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communications Facility is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof. The Communications Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communications Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Tenant shall pay any personal property taxes, real property taxes, utility taxes, or any other taxes or fees directly attributable to Tenant's use of the Property. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's use of the Property, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property for non-wireless communication use. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(b), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

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

(e) **Governing Law.** This Agreement will be governed by the laws of the State of Wisconsin without regard to conflicts of law.

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

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Property. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement

EXHIBIT 1
LEGAL DESCRIPTION OF ENTIRE PROPERTY

Commencing 8 rods due West from the Southwest corner of the "Deacon Weed" road so-called at the point where said road angles East and Northerly on the Southwest $\frac{1}{4}$ of Section 30 in Town 2 North of Range 23 East, on a line due West of the South line of said road; thence South 20 rods; thence East 20 rods; then North 20 rods; thence West 20 rods on the line of said road to the place of beginning; and also that part of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 30 which lies North of the parcel above described said premises containing in all about 3 acres of land; and lying and being in the Eighth Ward of the City of Kenosha, in the County and State aforesaid.

Address: 1613 Washington Road; Tax Key No. 11-4-223-30-377-006

LEGAL DESCRIPTION OF PREMISES

GROUND SPACE

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 2,184 square feet (0.050 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet to the point of beginning; thence N78°-50'-34"E 45.50 feet; thence S11°-09'-26"E 48.00 feet; thence S78°-50'-34"W 45.50 feet; thence N11°-09'-26"W 48.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 9,719 square feet (0.223 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1877.23 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 214.52 feet to the point of beginning; thence N78°-50'-34"E 50.00 feet to a point herein after referred to as Point "A"; thence continue N78°-50'-34"E 40.00 feet to the point of termination. Also, beginning at said Point "A"; thence N15°-22'-34"E 78.33 feet; thence N11°-09'-26"W 133.66 feet; thence N02°-58'-08"E 21.99 feet to a point on the Southwesterly Right of Way line of Washington Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Southwesterly Right of Way line of Washington Road

15 FOOT WIDE UTILITY EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 720 square feet (0.016 acres) of land and being 7.5 feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence $S02^{\circ}-07'-09''E$ 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence $N87^{\circ}-49'-53''E$ 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence $S02^{\circ}-10'-07''E$ 223.95 feet; thence $N78^{\circ}-50'-34''E$ 53.00 feet to the point of beginning; thence $S11^{\circ}-09'-26''E$ 48.00 feet to the point of termination.

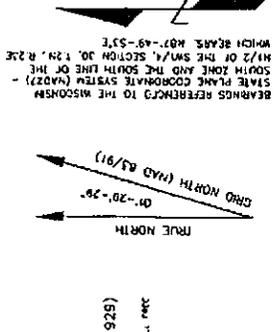
**See also the attached three page Survey, dated January 3, 2012,
prepared by Craig A. Keach, Meridian Surveying, Inc.,
identified as Project # WI1926.**

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

PROPOSED TOWER BASE

LATITUDE: 42°-35'-53.37"
 LONGITUDE: 87°-49'-42.99"
 (Per North American Datum of 83/91)
 Ground Elevation: 613.0'
 (Per National Geodetic Vertical Datum of 1929)



SURVEY NOTES

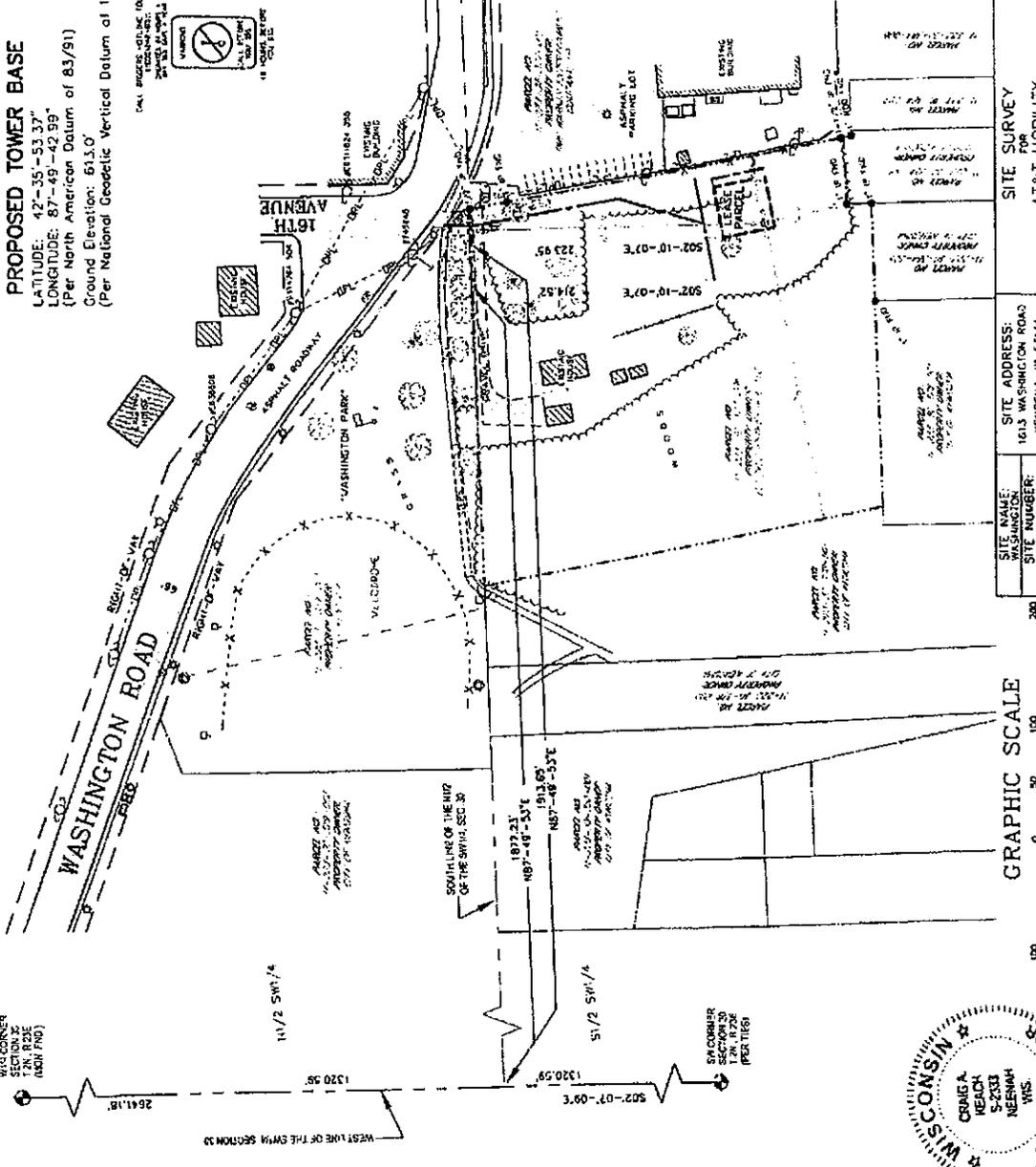
-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NON-EXISTENCE OF RECORDED OR UNRECORDED ENCUMBRANCES HAS BEEN COMPLETED AS PART OF THIS SURVEY.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT AREA AND ENCUMBRANCES ONLY.

UTILITY NOTE

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.



- VICINITY MAP -

| | | | |
|----|----------|--------------------------|------|
| 5 | 1-03-12 | Address Dimensioning | J.D. |
| 4 | 12-14-11 | Revised Compound | J.D. |
| 3 | 12-14-11 | Revised Lease & Easement | J.D. |
| 2 | 10-6-11 | Revised Easement | J.D. |
| 1 | 1-21-10 | Preliminary Submittal | J.D. |
| NO | DATE | DESCRIPTION | BY |

AS DRAWN BY: J.D. DATE: 3-15-11
 CHECKED BY: C.A.K. DATE: 4-23-11
 JOB NO: 6307-RB10 SHEET 1 OF 3

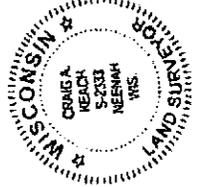
SITE SURVEY FOR AT&T MOBILITY

SITE NAME: 1613 WASHINGTON ROAD
 SITE NUMBER: 1613
 CITY: KENOSHA, WI 53144

MERIDIAN SURVEYING, LLC
 1877A Federal Lane
 Kenosha, WI 53144
 Office: 920-993-0888
 Fax: 920-275-6337

BEING A PART OF THE SE1/4 OF THE SW1/4 SECTION 30 T19N R23E CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

GRAPHIC SCALE

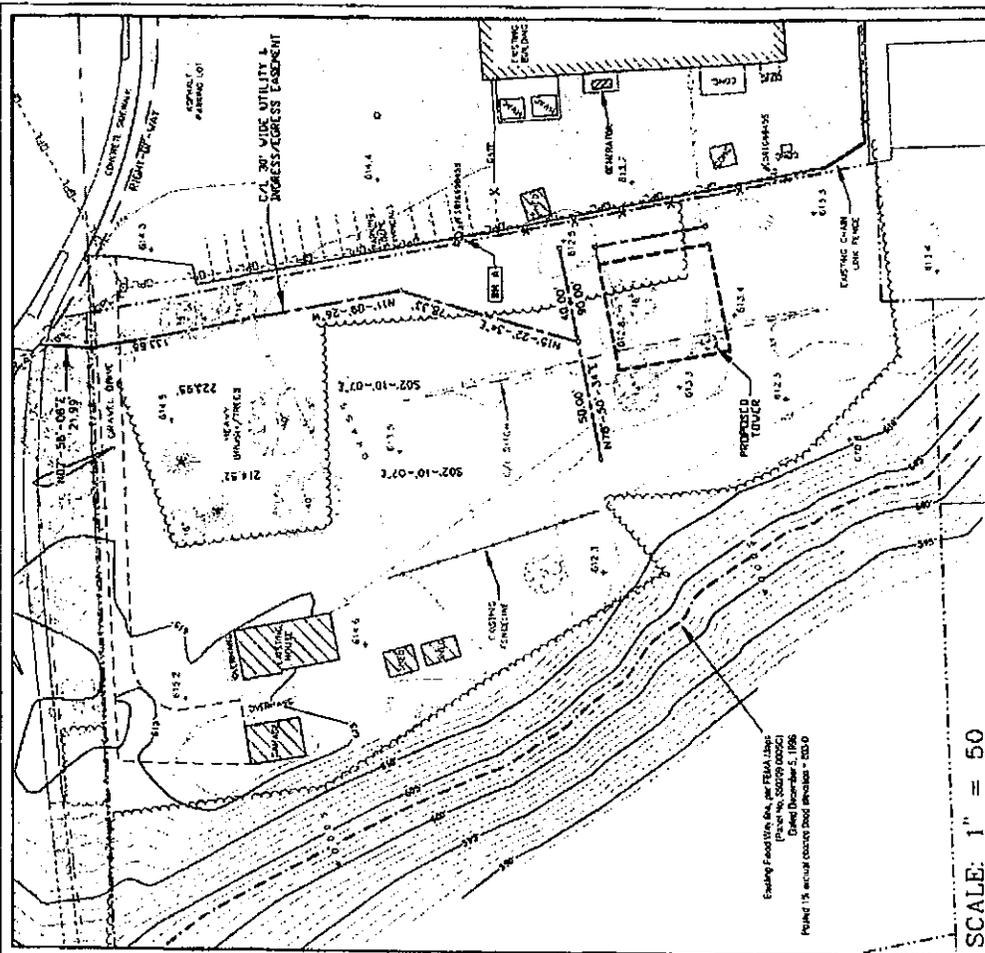


PROJECT - WASHINGTON #W1926
 SURVEYED FOR: AT&T MOBILITY
 616 NATIONAL PARKWAY
 SCHLAUBURG, IL 60173
 AND
 SURVEYED FOR: EDGE CONSULTING ENGINEERS, INC.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 PROPERTY OWNER: ZENOVAH PROPERTIES, LLC.
 10815 WILLIAM ROAD
 PLEASANT PRAIRIE, WI 53158
 PARCEL NO.: 11-223-30-577-005
 DEED: DOCUMENT NO. 1375876

-LEGEND-

- 1" X 24" IRON PIPE SET
- 1" IRON PIPE FOUND
- 8" NAIL SET
- COUNTY MONUMENT FOUND
- FLAG POLE
- WATER VALVE
- FIRE HYDRANT
- STORM MANHOLE
- STORM INLET (ROUND)
- CURB STORM INLET
- SANITARY INLET
- MANHOLE
- LIGHT POLE
- ELECTRIC METER
- EXISTING POWER POLE
- EXISTING CUY ANCHOR
- OVERHEAD ELEC. & TELE.
- -OPL- PROPERTY LINE
- B.O.C. BACK OF CURB
- EXISTING ONE TREE
- EXISTING TREE

I, Craig A. Heach, hereby certify that all of the property described herein is within a third party's fee simple and is not subject to any other claim or interest in said property.
 SURVEYOR'S CERTIFICATE
 I, Craig A. Heach, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that this map and notes are true and accurate copies of the same as shown on the original field notes.
 Date: 11/23/2012
 by: *Craig A. Heach*
 WISCONSIN REGISTERED LAND SURVEYOR
 License No. S-2333



| | | | |
|------|----------|--------------------------|------|
| 5 | 11-03-12 | Added Dimensioning | J.D. |
| 4 | 12-14-11 | Revised Computation | J.D. |
| 3 | 12-09-11 | Revised Lease & Easement | J.D. |
| 2 | 10-6-11 | Revised Easement | J.D. |
| 1 | 1-21-10 | Preliminary Submittal | J.D. |
| J.D. | DATE | DESCRIPTION | BY |

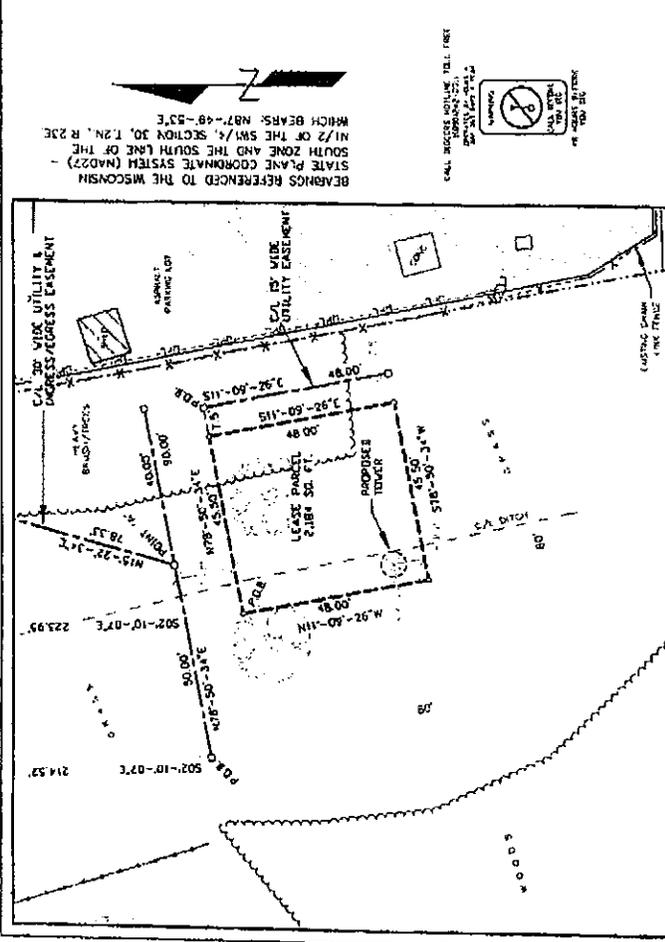
SITE SURVEY FOR AT&T MOBILITY

BEING A PART OF THE SE1/4 OF THE SW1/4 SECTION 30, T2N, R23E, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SITE NAME: WASHINGTON
SITE NUMBER: W192B

SITE ADDRESS: 1513 WASHINGTON ROAD, KENOSHA, WI 53144

MERIDIAN SURVEYING, LLC
4874 Fanning Ave., Kenosha, WI 53142
Phone: 920-213-8851 Fax: 920-213-8851



LEGEND

- 1" x 24" IRON PIPE SET
- 1" IRON PIPE FOUND
- 8" NAIL SET
- COUNTY MONUMENT FOUND
- FLAG POLE
- WATER VALVE
- FIRE HYDRANT
- STORM MANHOLE
- STORM INLET (ROUND)
- CURB STORM INLET
- SANITARY SWEWER
- MANHOLE
- LIGHT POLE
- ELECTRIC METER
- EXISTING POWER POLE
- EXISTING CUY ANCHORS
- DNERHEAD ELEC. & TELE.
- PROPERTY LINE
- F.O.C. = BACK OF CURB
- EXISTING PINE TREE
- EXISTING TREE

BENCHMARK INFORMATION

SITE BENCHMARK (BM 3)
SET 8" NAIL IN NORTH FACE OF POWER POLE
REASONABLE ELEVATION: 41.0' ABOVE GROUND LEVEL
ELEVATION: 815.13'

GRAPHIC SCALE

1" = 17' - 1" = 30'
22" x 34" - 1" = 15'

CRAG A. REACH SURVEYING, INC.
CRAG A. REACH
S 7333
KEENAH
WI 53151

1. Craig A. Reach, hereby certifies that this map was prepared by him or under his direct supervision and that he is a duly Licensed Professional Surveyor in the State of Wisconsin.

2. Craig A. Reach, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certifies that this map was prepared by him or under his direct supervision and that he is a duly Licensed Professional Surveyor in the State of Wisconsin.

Dated this 30th day of January, 2012.

Craig A. Reach
REGISTERED LAND SURVEYOR
CRAG A. REACH SURVEYING, INC.



LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 2.184 square feet (0.050 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet to the point of beginning; thence N78°-50'-34"E 45.50 feet; thence S11°-09'-26"E 48.00 feet; thence S78°-50'-34"W 45.50 feet; thence N11°-09'-26"W 48.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 9,719 square feet (0.225 acres) of land and being Fifteen (15) feet each side of said parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1877.23 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 214.52 feet to the point of beginning; thence N78°-50'-34"E 50.00 feet to a point therein after referred to as Point "A"; thence continue N78°-50'-34"E 40.00 feet to the point of termination. Also, beginning at said Point "A"; thence N15°-22'-34"E 78.33 feet; thence N11°-09'-26"W 133.66 feet; thence N02°-58'-08"E 21.99 feet to a point on the Southwesterly Right of Way line of Washington Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Southwesterly Right of Way line of Washington Road.

15 FOOT WIDE UTILITY BASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 720 square feet (0.016 acres) of land and being 7.5 feet each side of said parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet; thence N78°-50'-34"E 53.00 feet to the point of beginning; thence S11°-09'-26"E 48.00 feet to the point of termination.



| | |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------|
| SITE NAME: WASHINGTON HIGHWAY | SITE ADDRESS: 1613 WASHINGTON ROAD KENOSHA, WI 53144 |
| MERIDIAN SURVEYING, LLC | |
| 1617A CHRYSLER I DRIVE KENOSHA, WI 53142 PHONE: 920-993-2040 FAX: 920-273-0037 | |

SITE SURVEY FOR AT&T MOBILITY
BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 30, T.2N., R.23E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

| | | | |
|----|--------------|--------------------------|-----------------|
| 5 | 1-03-12 | Address Demonstration | J.D. |
| 4 | 12-14-11 | Revised Compromise | J.D. |
| 3 | 12-06-11 | Revised Lease & Easement | J.D. |
| 2 | 10-16-11 | Revised Easement | J.D. |
| 1 | 1-21-10 | Preliminary Submitter | J.D. |
| NO | DATE | DESCRIPTION | BY |
| | PREPARED BY: | J.D. | REC'D NOW DATE: |
| | | | J-15-11 |
| | CHECKED BY: | C.A.K. | REC'D NOW DATE: |
| | | | M-20, PG. 44 |
| | JOB NO.: | 6.307-8910 | SHEET 3 OF 3 |

EXHIBIT 2
RENT AND RENT ABATEMENT

| Months | 3 % Increase | Monthly Rent | Abated Rent/Rent Paid |
|-------------------------------------------------------------------|---------------------|---------------------|-----------------------------------------------------------|
| July 1, 2012 through June 30, 2013 | N/A | \$1,850.00 | \$22,200.00 |
| July 1, 2013 through June 30, 2014 | \$55.50 | \$1,905.50 | \$22,866.00 |
| July 1, 2014 through June 30, 2015 | \$57.17 | \$1,962.67 | \$23,552.04 |
| July 1, 2015 through June 30, 2016 | \$58.88 | \$2,021.55 | \$24,258.60 |
| July 1, 2016 through June 30, 2017 | \$60.65 | \$2,082.20 | \$24,986.40 |
| July 1, 2017 through January 31, 2018 | \$62.47 | \$2,144.67 | \$15,012.69 |
| February 1, 2018 | N/A | \$724.27 | \$724.27 |
| TOTAL ABATED RENT | N/A | N/A | \$133,600.00 |
| February 1, 2018 | N/A | \$1,420.40 | \$1,420.40 |
| March 1, 2018 through June 30, 2018 | N/A | \$2,144.67 | \$8,578.68 |
| July 1, 2018 through June 30, 2019 | \$64.34 | \$2,209.01 | \$26,508.12 |
| July 1, 2019 through June 30, 2020 | \$66.27 | \$2,275.28 | \$27,303.36 |
| July 1, 2020 through June 30, 2021 | \$68.26 | \$2,343.54 | \$28,122.48 |
| July 1, 2021 through June 30, 2022 | \$70.31 | \$2,413.85 | \$28,966.20 |
| TOTAL GUARANTEED CASH RENT PAYABLE—INITIAL 10 YEAR TERM | N/A | N/A | \$120,899.24 |
| July 1, 2022 through June 30, 2023 | \$72.42 | \$2,486.27 | \$29,835.24 |
| July 1, 2023 through June 30, 2024 | \$74.59 | \$2,560.86 | \$30,730.32 |
| July 1, 2024 through June 30, 2025 | \$76.83 | \$2,637.69 | \$31,652.28 |
| July 1, 2025 through June 30, 2026 | \$79.13 | \$2,716.82 | \$32,601.84 |
| July 1, 2026 through June 30, 2027 | \$81.50 | \$2,798.32 | \$33,579.84 |
| TOTAL CASH RENT PAYABLE—1st 5-YEAR RENEWAL TERM | N/A | N/A | \$158,399.52--\$279,298.76 cumulative for 15 years |
| July 1, 2027 through June 30, 2028 | \$83.95 | \$2,882.27 | \$34,587.24 |
| July 1, 2028 through June 30, 2029 | \$86.47 | \$2,968.74 | \$35,624.88 |
| July 1, 2029 through June 30, 2030 | \$89.06 | \$3,057.80 | \$36,693.60 |
| July 1, 2030 through June 30, 2031 | \$91.73 | \$3,149.53 | \$37,794.36 |
| July 1, 2031 through June 30, 2032 | \$94.49 | \$3,244.02 | \$38,928.24 |
| TOTAL CASH RENT PAYABLE—2nd 5-YEAR RENEWAL TERM | N/A | N/A | \$183,628.32--\$462,927.08 cumulative for 20 years |
| July 1, 2032 through June 30, 2033 | \$97.32 | \$3,341.34 | \$40,096.08 |
| July 1, 2033 through June 30, 2034 | \$100.24 | \$3,441.58 | \$41,298.96 |
| July 1, 2034 through June 30, 2035 | \$103.25 | \$3,544.83 | \$42,537.96 |
| July 1, 2035 through June 30, 2036 | \$106.34 | \$3,651.17 | \$43,814.04 |
| July 1, 2036 through June 30, 2037 | \$109.54 | \$3,760.70 | \$45,128.40 |
| TOTAL CASH RENT PAYABLE—3rd 5-YEAR RENEWAL TERM | N/A | N/A | \$212,875.44--\$675,802.52 cumulative for 25 years |

EXHIBIT 3
JOINT DEVELOPMENT AGREEMENT

(see attached)

JOINT PARKLAND AND COMMUNICATIONS FACILITY DEVELOPMENT AGREEMENT

THIS JOINT PARKLAND AND COMMUNICATIONS FACILITY DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the date of last signature below (the "Effective Date"), by and between **New Cingular Wireless PCS, LLC** d/b/a AT&T Wireless ("AT&T"), a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, and the **City of Kenosha**, a Wisconsin municipal corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin municipal corporation, (hereinafter referred to together as the "City") having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140.

WHEREAS, AT&T has previously entered into a binding offer to purchase, dated November 8, 2011, accepted on November 11, 2011 and amended on January 26, 2012, a copy of which is attached hereto as Exhibit A (the "Offer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from its current owner, Zerovec Properties, LLC, a Wisconsin limited liability company (the "Seller");

WHEREAS, the City owns the real property adjacent to the Property, which is utilized as a public park (the "Park") and desires to obtain the Property to supplement the existing Park land; and

WHEREAS, AT&T is willing to: (a) assign its purchase rights under the Offer to the City and allow the City to acquire full ownership and fee simple title to the Property from the Seller, provided that all terms and conditions of this Agreement and the Offer have been fully satisfied or waived in writing; and (b) on behalf of the City, pay the full purchase price to the Seller pursuant to the Offer in the amount of One Hundred Thirty-three Thousand Six Hundred and 00/100 Dollars (\$133,600.00), which equals the 2011 assessed value of the Property; (c) incur all of other costs in connection with the acquisition of the Property (the "Purchase Price"); and (d) raze the house and all other improvements now located on the Property, at AT&T's own expense; provided that (e) the City leases a portion of the Property to AT&T for the purpose of erecting and maintaining a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements on the Property, which will house AT&T's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility") in accordance with the terms and conditions set forth in the proposed lease agreement, which is attached hereto as Exhibit B (the "Lease").

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements set forth herein, City and AT&T agree as follows:

1. PURCHASE OF PROPERTY. AT&T and the City shall use their good faith best efforts to acquire the Property from the Seller pursuant to the terms of the Offer (the "Acquisition") on or before May 1, 2012, provided that AT&T shall assign its rights under the Offer to the City at the Acquisition closing and the City shall directly acquire full ownership and fee simple title to the Property from the Seller at the Acquisition closing. Notwithstanding AT&T's assignment of its rights and the City's acquisition of full ownership and fee simple title to the Property from the Seller at the Acquisition closing, AT&T shall pay to Seller the full

Purchase Price for the Property at the Acquisition closing and AT&T shall further pay all other purchaser costs and expenses incurred in connection with the Offer and the Acquisition. **THE CITY SHALL HAVE NO OBLIGATION TO PAY ANY PORTION OF THE PURCHASE PRICE TO SELLER OR ANY OBLIGATION TO PAY ANY OTHER AMOUNT AT ANY TIME TO AT&T, SELLER OR ANY OTHER PARTY, IN ORDER TO ACQUIRE THE PROPERTY OR OTHERWISE IN CONNECTION WITH THE OFFER, THIS JOINT DEVELOPMENT AGREEMENT OR THE LEASE.** In the event that the parties are unable to complete the Acquisition for any reason on or before May 1, 2012, this Agreement shall terminate and have no further force or effect and neither AT&T nor the City shall have any further rights or obligations pursuant to this Agreement.

2. LEASE. Simultaneously with the execution of this Agreement, the City and AT&T shall also execute the Lease, which shall be binding upon both the City and AT&T immediately upon the Acquisition closing, but shall terminate and have no further force or effect and neither AT&T nor the City shall have any further rights or obligations pursuant to the Lease in the event that the parties are unable to complete the Acquisition for any reason on or before May 1, 2012.

3. DEMOLITION OF EXISTING IMPROVEMENTS. Within ninety (90) days after the Acquisition takes place, AT&T, at its own cost and expense, shall remove all buildings, fences, driveways, sidewalks and other improvements from the Property, including any foundations and basement material, and shall seed the affected area with grass seed (the "Demolition"), but shall leave in tact all exiting trees and other plantings, to the extent possible. Provided that AT&T has completed and filed all required applications and related submittals and paid all applicable fees, the City shall promptly issue all necessary licenses and permits for the Demolition and/or use its good faith best efforts to assist AT&T in obtaining all such licenses and permits from Kenosha County, the State of Wisconsin or any other applicable governmental authority.

4. ZONING. The City represents that the Property is currently zoned "General Residential" and acknowledges and agrees that AT&T shall not be obligated to complete the Acquisition, Demolition and Lease, unless and until: (a) the City has finally approved both the rezoning the Leased Parcel and a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by AT&T on the Leased Parcel, all of which shall be issued immediately after the Acquisition occurs; and (b) the City has used its good faith best efforts to assist AT&T and AT&T has actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration ("FAA") and any other applicable governmental authority for the installation and operation of the Communications Facility by AT&T on the Leased Parcel.

5. PROPERTY CONDITION. The City acknowledges that the Property is currently owned by the Seller and that AT&T has no background or history with the Property. However, AT&T has previously exercised certain inspection rights pursuant to the Offer and may conduct further tests or inspections prior to the AT&T Acquisition in accordance with the Offer. Furthermore, the Seller has made certain warranties and representations regarding the condition of the Property pursuant to the Offer. Therefore, AT&T hereby: (a) assigns to the City the same inspection rights which AT&T has pursuant to the Offer; (b) agrees that the City may conduct for itself, within the same time periods set forth in the Offer, any and all inspections and tests on the

Property, which AT&T may perform itself pursuant to the terms of the Offer prior to the Acquisition; (c) agrees to promptly provide to the City copies of all inspection reports, test results, surveys and any other information AT&T has previously obtained or may obtain in the future prior to the Acquisition; and (d) agrees to assign to the City at the Acquisition closing, the right to directly enforce against the Seller any and all legal rights which AT&T may have against the Seller following the Acquisition, as a result of any breach by the Seller of any warranties and/or representations regarding the condition of the Property made by the Seller pursuant to the Offer. However, AT&T has not made, and by the Agreement does not make, any warranties or representations of any type to the City regarding the condition of the Property, the contents or conclusions reached in the Property Reports (defined below) or any other matter and all implied warranties are hereby disclaimed. The City shall acquire the Property in an "AS IS WHERE IS" condition at the Acquisition closing. In accordance with Subsection (c), above, the City acknowledges that AT&T has obtained and has previously provided copies to the City of the following documents (collectively the "Property Reports"):

- (i) Phase I Environmental Site Assessment, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated May 16, 2011, which covers the Leased Parcel only;
- (ii) Wetland Determination Letter, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated June 6, 2011;
- (iii) NEPA compliance documentation, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated August 9, 2011;
- (iv) Determination of No Hazard to Navigation from the FAA, referenced as Aeronautical Study Number 2011-AGL-5823-OE, dated September 9, 2011;
- (v) Certificate of AM Regulatory Compliance, prepared by Matt Butcher, of SiteSafe, Inc., dated September 13, 2001
- (vi) 1-A Certification of latitude, longitude and elevations, prepared by Craig A. Keach of Meridian Surveying, LLC, dated December 9, 2011;
- (vii) Site Survey prepared by Craig A. Keach of Meridian Surveying, LLC, as job number 6307-B810, dated December 12, 2011; and
- (viii) Phase I Environmental Site Assessment, prepared by Edge Consulting Engineers, Inc. for Project # 6647, dated December 29, 2011, which covers the entire Property (the "Expanded Phase I").

The City hereby acknowledges that it: (A) has reviewed and accepted the Property Reports, including the Expanded Phase I; (B) has conducted such additional inspections and tests as it deems necessary, or has waived its right to conduct additional inspections and tests; and (C) shall accept the Property in an "AS IS WHERE IS" condition. To the extent that AT&T performs any additional tests or inspections of the Property (in addition to the existing Property Reports, including the Expanded Phase I) or discovers any material adverse condition on or in the Property during the Demolition or at any other time after the Acquisition, AT&T shall provide to the City copies of all such inspection reports, test results, surveys and any other information AT&T has obtained and shall correct any such conditions at its own expense.

6. **NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand, certified mail, return receipt requested, or by fax or e-mail notice, with printed confirmation of transmission, to the addresses indicated below, or such address, fax number or e-mail address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand or certified mail, or the date of transmission, if by fax or e-mail notice, with printed confirmation of transmission.

If to the City: Michael Lemens
Director
Department of Public Works
625 52nd Street, RM 305
Kenosha, Wisconsin 53140
Fax: (262) 653-4010
E-mail: publicworks@kenosha.org

With a copy to: Office of the City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.
Fax: (262) 653-4176
E-mail: cityattorney@kenosha.org

If to AT&T: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI1926
Cell Site Name: Washington (WI)
Fixed Asset No: 10127933
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #WI1926
Cell Site Name: Washington (WI)
Fixed Asset No: 10127933
15 East Midland Ave
Paramus, NJ 07652

And to: Claude J. Krawczyk, Attorney at Law
O'Neil, Cannon, Hollman, DeJong & Laing S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202
Fax: 414-276-6581
E-mail: claudio.krawczyk@wilaw.com

7. **OCCUPANCY.** Occupancy of the entire Property, except the Leased Parcel, shall be given to City at time of the Acquisition closing unless otherwise provided in this Agreement.

8. CLOSING PRORATIONS. The following items shall be prorated at the Acquisition closing: real estate taxes, based on the most recent assessed value and most recent mil rate, private and municipal charges, if any, and property owner's association assessments, if any.

9. DELIVERY/RECEIPT. Unless otherwise stated in this Agreement, any signed document transmitted by facsimile machine (fax) or e-mail shall be treated in all manner and respects as an original document and the signature of any party upon a document transmitted by fax or e-mail shall be considered an original signature. Personal delivery to, or actual receipt by, any named City or AT&T contact constitutes personal delivery to, or actual receipt by City or AT&T. Once received, a notice cannot be withdrawn by the party delivering the notice without the consent of the party receiving the notice. A party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other party. City and AT&T authorize the agents of City and AT&T to distribute copies of this Agreement and the Agreement to surveyors, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

10. TIME IS OF THE ESSENCE. "Time is of the Essence" as to all dates and deadlines in this Agreement. Failure to perform by the exact date or deadline is a breach of contract.

11. DATES AND DEADLINES. Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

12. CONVEYANCE OF TITLE. At the Acquisition closing, AT&T shall require Seller to convey the Property to the City by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: the Lease, municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. AT&T further agrees to provide or require Seller to complete and execute all other documents necessary to record the conveyance.

13. FORM OF TITLE EVIDENCE. At the Acquisition closing, the City shall obtain evidence of title in the form of an owner's policy of title insurance, with a GAP endorsement, in the amount of the Purchase Price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.

14. PROVISION OF MERCHANTABLE TITLE. AT&T shall pay (or require Seller to pay) all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to City's attorney or City not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate, together with a GAP endorsement at closing.

15. TITLE ACCEPTABLE FOR CLOSING. If title is not acceptable for the Acquisition closing, City shall notify AT&T in writing of objections to title by the time set for the Acquisition closing. In such event, AT&T shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for the Acquisition closing shall be extended as necessary for this purpose. In the event that AT&T is unable to remove said objections, the City shall have five (5) days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for the Acquisition closing shall be extended accordingly. If the City does not waive the objections, this Agreement shall be null and void. Providing title evidence acceptable for the Acquisition closing does not extinguish AT&T's obligations to give merchantable title to the City.

16. ENTIRE CONTRACT. This Agreement, including any exhibits and amendments to it, contains the entire agreement of the City and AT&T regarding the transaction. All prior negotiations and discussions have been merged into this Agreement. This agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest.

17. DEFAULT. AT&T and the City each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages or other legal remedies.

If City defaults, AT&T may:

- (1) sue for specific performance or,
- (2) terminate the Agreement and sue for actual damages.

If AT&T defaults, City may:

- (1) sue for specific performance; or
- (2) terminate the Agreement and sue for actual damages.

In addition, the parties may seek any other remedies available in law or equity. The parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either party defaults, the parties may renegotiate the Agreement or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

18. GOVERNING LAW. This Agreement shall each be governed by and construed in accordance with the internal laws of the State of Wisconsin except to the extent superseded by federal law. All actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the state courts within Kenosha County,

Wisconsin or the Federal District Court for the Eastern District of Wisconsin. The parties each hereby consent and submit to the jurisdiction of such courts.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability corporation,
By: AT&T Mobility Corporation, Manager

By: _____
(signature)

(print name/title)

Dated: _____

CITY OF KENOSHA, a Wisconsin municipal corporation,

By: _____
Keith G. Bosman, Mayor

By: _____
Debra Salas, City Clerk/Treasurer

Dated: _____

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

BY: _____
Michael J. Orth, Chairperson

Date: _____

BY: _____
Michael Lemens, Director of Public Works

Date: _____

WB-40 AMENDMENT TO OFFER TO PURCHASE

Caution: Use A WB-40 Amendment if Both Parties Will Be Agreeing To Modify The Terms Of The Offer.
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.

1 Buyer and Seller agree to amend the Offer dated November 8, 2011, and accepted November 11, 2011, for
2 the purchase and sale of real estate at 1613 Washington Road, City of Kenosha, Kenosha County, Wisconsin
3 _____ as follows:

- 4 Closing date is changed from on or before March 1, 2012, to on or before May 1, 2012.
- 5 Purchase price is changed from \$ 145,900.00 to \$ 133,600.00.
- 6 Occupancy date is changed from _____ to _____.
- 7 Occupancy charge is changed from \$ _____ to \$ _____.
- 8 Other: _____

9 1. Purchaser hereby agrees to pay an additional \$2,000 earnest money deposit, which shall be non-refundable in the event
10 Buyer is unable to satisfy the inspection contingency on lines 410-426 or any other contingency in the Offer or Addendum,
11 but must be refunded if Buyer elects per line 287, if this transaction does not close due to a default on the part of Seller. The
12 additional earnest money deposit shall be paid in full on or before February 10, 2012 and shall be held by Seller's attorney,
13 as set forth in the Offer regarding the original earnest money deposit.

15 2. Seller hereby acknowledges and agrees that Purchaser shall have the right to assign all of its rights in and to the Offer
16 and Addendum to the City of Kenosha, a Wisconsin municipal corporation, and/or the Board of Park Commissioners for the
17 City of Kenosha, a Wisconsin municipal corporation (the "City"), at or before the closing. In the event of such assignment,
18 Seller shall convey the Property directly to the City at closing, which shall have all rights of the Purchaser under the Offer
19 and Addendum.

23 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.
24 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the
25 Party offering the Amendment on or before 5:00 p.m. on January 31, 2012 (Time is of the Essence).
26 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless
27 Otherwise provided in this Amendment.
28 NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and
29 delivery as provided at lines 24-27.

30 This Amendment was drafted by Claude J. Krawczyk, O'Neil, Cannon, Hollman, DeJong & Laing on January 26, 2012
31 _____ Licensee and Firm ^ Date ^

32 This Amendment was delivered by _____ on _____
33 _____ Licensee and Firm ^ Date ^

34 This Amendment was presented by _____ on _____
35 _____ Licensee and Firm ^ Date ^

36 (x) _____
37 Buyer's Signature ^ Date ^
38 Print name ^ New Cingular Wireless PCS, LLC

39 (x) Dennis A. Klein 1-26-2012
40 Buyer's Signature ^ Date ^
41 Print name ^ Dennis Klein, AT&T Mobility Corporation

(x) Gary A. Zerovec 1-30-2012
Seller's Signature ^ Date ^
Print name ^ Gary A. Zerovec, Zerovec Properties, LLC

(x) Lynn R. Zerovec 1-30-2012
Seller's Signature ^ Date ^
Print name ^ Lynn R. Zerovec, Zerovec Properties, LLC

42 This Amendment was rejected by _____ on _____
43 _____ Party Name ^ Date ^

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 8, 2011 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~
3 ~~GENERAL PROVISIONS~~ The Buyer, New Cingular Wireless PCS, LLC d/b/a AT&T Wireless ("NCWPCS") a Delaware
4 limited liability company, offers to purchase the Property known as [Street Address] 1613 Washington Road
5 Tax Key No.: 11-223-30-377-006 in the City _____
6 of Kenosha, County of Kenosha Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8 ■ PURCHASE PRICE: One Hundred Forty-Five Thousand Nine Hundred and 00/100
9 _____ Dollars (\$ 145,900.00).
10 ■ EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 2,000.00
11 will be mailed, or commercially or personally delivered within three (3) days of acceptance to listing broker or
12 Seller's attorney's trust account. The earnest money shall be non-refundable in the event Buyer is unable to satisfy the inspection* (see lines 17-18).
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: None
16 _____
17 ■ NOT INCLUDED IN PURCHASE PRICE: Seller's personal property, if any, —*contingency on lines 410-428 or any other contingency in this
18 Offer or Addendum, but must be refunded if Buyer elects per line 287, if this transaction does not close due to a default on the part of Seller.
19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.
21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.
25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before 5:00 p.m. on Tuesday November 15, 2011. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.
30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.
38 Seller's recipient for delivery (optional): Atty. Paul B. Wokwicz, Wokwicz Law Office, LLC
39 Buyer's recipient for delivery (optional): Claude J. Krawczyk, Esq., O'Neil, Cannon, Holtman, DeJong & Laing S.C.
40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (262) 658-4485 Buyer: (414) 276-6581
42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.
45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 6121 Green Bay Road, Suite 240, Kenosha, WI 53142-2929
48 Delivery address for Buyer: 111 E. Wisconsin Avenue, Suite 1400, Milwaukee, WI 53202-4870
49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): wokwicz@wokwicz.com
54 E-Mail address for Buyer (optional): claude.krawczyk@wllaw.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.
- 115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than March 1, 2012
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
120 assessments, fuel and none

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 Current assessment times current mill rate (current means as of the date of closing)

128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130
131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are none

143 . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (~~Seller~~) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated * See line 165, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

163
164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** * Buyer hereby waives right to a Real Estate Condition Report

166
167
168
169
170
171
172

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 188 fixtures, including, but not limited to, air; garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
 199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
 201 or room dimensions, if material.

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 215 be held in trust for the sole purpose of restoring the Property.

216

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
218 _____ (INSERT LOAN PROGRAM OR SOURCE) first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 166-172 or 436-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.

243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

278 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
279 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
280 defaulting party to liability for damages or other legal remedies.

281 If **Buyer defaults**, Seller may:

- 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If **Seller defaults**, Buyer may:

- 286 (1) sue for specific performance; or
287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

288 In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308 _____

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual**
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: none
321 _____

322 _____ If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and none
332 _____

333 _____

334 _____

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may
338 prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making
339 improvements to Property or a use other than the current use.

340 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an Insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

363 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
364 charges for current services under Wis. Stat. § 86.0627 or other expenses are contemplated. "Other expenses" are
365 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
366 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
367 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
368 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

395 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the
404 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other
405 material terms of the contingency.

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of Phase I and II environmental assessments, soil condition testing, National Environmental Policy Act (NEPA)
414 report and all other inspections and testing deemed necessary by Buyer. (List any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION:** Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well
420 as any follow-up inspection(s).
421 This contingency shall be deemed satisfied unless Buyer, within 120 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached 2 page Addendum is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum.

436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Claude J. Krawczyk, Esq., O'Neil, Cannon, Hollman, DeJong & Laing S.C.

444 _____ on November 8, 2011

445 (X) [Signature] 11-8-2011
446 Buyer's Signature ▲ Print Name Here ▶ New Cingular Wireless PCS, LLC d/b/a AT&T Wireless Date ▲

447 (X) **By:** AT&T Mobility Corporation, Manager. Print Name/Title: 11-8-2011
448 Buyer's Signature ▲ Print Name Here ▶ DENNIS A. KLORE MGR. RET. EXT. CONS. Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

455 (X) [Signature] 11-11-11
456 Seller's Signature ▲ Print Name Here ▶ Gary A. Zerovec, Member Date ▲

457 (X) [Signature] 11-11-11
458 Seller's Signature ▲ Print Name Here ▶ Lynn R. Zerovec, Member Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____
460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE

THIS ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE is made a part of the form WB 11 Residential Offer to Purchase dated November 8, 2011, from **New Cingular Wireless PCS, LLC d/b/a AT&T Wireless**, a Delaware limited liability company ("Buyer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from **Zerovec Properties, LLC**, a Wisconsin limited liability company ("Seller").

1. Seller acknowledges that the City of Kenosha (the "City") and Buyer have or will enter into separate agreements (the "Buyer/City Agreements") and that, pursuant to the Buyer/City Agreements, Buyer intends to: (a) purchase the Property and raze the improvements now located on the Property; (b) convey the Property to the City or one of its sub-units; (c) lease back from the City approximately six hundred (600) square feet of land, consisting of a twenty by thirty (20 x 30) foot parcel, plus easements for access and utilities (the "Leased Parcel"); and (d) erect and maintain on the Leased Parcel a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements, which will house Buyer's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility"). Seller further acknowledges that the City intends to dedicate the balance of the Property, other than the Leased Parcel, to the adjacent public park, which is owned by the City or one of its sub-units.

2. Accordingly, Seller hereby agrees: (a) that this Offer is contingent upon the City and Buyer satisfying or waiving all conditions precedent set forth in this Offer, as well as all conditions precedent set forth in the Buyer/City Agreements; (b) that the City shall be a third party beneficiary of this Offer; (c) that Buyer hereby grants to the City the same inspection rights which Buyer has pursuant to this Offer; (d) that, in addition to Buyer's testing, the City, at its option, may conduct for itself, within the same time periods set forth in this Offer, any and all inspections and tests on the Property, which Buyer may perform itself pursuant to the terms of this Offer; (e) to promptly provide to the City copies of all notices, inspection reports, test results, surveys and any other information Seller may obtain pursuant to this Offer; and (f) that the City shall have the right to directly enforce against the Seller any and all legal rights which Buyer may have against the Seller before or after the closing, as a result of any breach by the Seller of any covenants, warranties or representations made by the Seller pursuant to this Offer, the deed of conveyance or any other document.

3. Notices to the City shall be effective as of the date of delivery, if by hand or certified mail, or the date of transmission, if by fax or e-mail notice, with printed confirmation of transmission. Notices shall be sent:

To the City:

Mr. Michael Lemens, Interim Director
Department of Public Works
625 52nd Street, Room 305

Kenosha, Wisconsin 53140
Fax: (262) 653-4010
E-mail: publicworks@kenosha.org

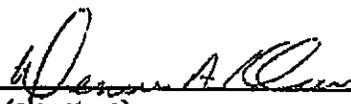
With a copy to:

Atty. William Richardson
Office of the City Attorney
625 - 52nd Street, Room 201
Kenosha, Wisconsin 53140
Fax: (262) 653-4176
E-mail: brichardson@kenosha.org

4. Seller represents that the Property is currently zoned "General Residential" and acknowledges and agrees that Buyer shall not be obligated to complete this transaction unless on or before March 1, 2012: (a) the City has either approved a rezone of the Leased Parcel or has approved a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by Buyer on the Leased Parcel; in either case such rezoning, conditional use permit or variance shall be contingent upon the final closing of this transaction (including the full payment of the purchase price to Seller and Seller's execution and delivery of a recordable warranty deed conveying the Property to Buyer) and no such rezoning, conditional use permit or variance shall be effective in the event this transaction does not close for any reason; and (b) the City has used its good faith best efforts to assist Buyer and Buyer has actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration ("FAA") and any other applicable governmental authority for the installation and operation of the Communications Facility by Buyer on the Leased Parcel.

5. Seller shall sign all documents reasonably requested by Buyer or the City and otherwise fully cooperate with Buyer and the City, as reasonably requested, in connection with the inspection rights set forth on lines 410-426 of the Offer and in order to permit Buyer and the City to accomplish all conditions set forth in Section 1, 2 and 4 above, provided that Seller shall not be responsible for any costs or expenses in connection therewith.

New Cingular Wireless PCS, LLC, a Delaware limited liability corporation,
By: AT&T Mobility Corporation, Manager

By: 
(signature)

Jennifer A. Clorni MGR Real Estate Const
(print name/title)

Dated: 11-8-2011

Zerovec Properties, LLC, a Wisconsin limited liability company

By: Gary A. Zerovec
Gary A. Zerovec, Member

By: Lynn R. Zerovec
Lynn R. Zerovec, Member

Dated: November 11, 2011

EXHIBIT 4
STANDARD ACCESS LETTER

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord 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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
FROM: Jeff Warnock, Park Superintendent
RE: Western Kiwanis Donation

The Western Kiiwanis Youth Baseball, Inc. has presented the Park Division with a donation of \$10,000 for use of Nash Park Ball Diamonds. As in previous years, the funds have been placed in a Park Trust Fund – Kiwanis Donation for use at Nash Park. The current balance as per the city's financial system is \$23,664.

The Park Superintendent and staff will hold a meeting with the members of the organization to determine how the funds will be spent. In previous years we have purchased equipment, building projects etc., with the Board of Park Commissioners approval. Once the decision is agreed upon by both parties, the request will be brought forward to the commission to allow the funds to be used.

Recommendation: To accept the donation and place in the Park Trust Fund – Kiwanis Donation account to be used for Nash Park.



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
CC: District 1 – Alderperson Eric Haugaard
FROM: Jeff Warnock, Park Superintendent
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 2 – 3, 2012. The event is to take place in Kennedy Park each day from 10:00 am – 5:00 pm.

History: This is the 11th year for the event in Kenosha.

Costs

2010 – 100% sponsorship = \$439
2011 – 100% sponsorship = \$867

2012 – 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.

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 Scott Fisher / Kite Society of WI + GIFT OF WINGS

Contact Person who is responsible for event: Scott Fisher

Address: 9955 W ST MARTINS RD

City/State/Zip FRAUCLIN, 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# N

EVENT INFORMATION

Name of the Event: OUTTA SIGHT KITE FLIGHT

Date Requested: June 2nd Rain Date _____

Location Requested: KENNEDY PARK Estimated Attendance 5000 - ?

Charitable Event: No Yes, Proceeds donated to _____

Brief Description of the Event: 11th ANNUAL KITE FESTIVAL

CO-PROMOTION WITH CITY OF KENOSHA

Set up date and time: JUNE 1ST

Time of Event: 10A - 5P

Take down date and time: JUNE 3 - UNTIL 8/9 PM.

FOR OFFICE USE ONLY:

Application Packet Received 1/17/2012 Admin. Or Commission Approval _____

Copies sent to: Alderman # 1 Dirk Police

Fire: _____ Public Works (Admin/Streets): _____

**EQUIPMENT RENTAL REQUEST
CITY OF KENOSHA – PARK DIVISION**

To assist you with your special event, the Kenosha 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 your event.

NO
yes/no

Water: Varies by location

If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"

_____ Benches

Yes Picnic Tables

Yes Trash Containers

_____ Barricades

Yes Snow fencing

_____ Portable fencing

_____ Bleachers

_____ Reviewing Stands

_____ Showmobile(new)

_____ Showmobile(old)

Other Special Requests: BECAUSE OF THE CO-PROMOTION
WITH THE CITY, THESE ITEMS
ARE PROVIDED WITH NOTICE ALONG
WITH PARK USE

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**

Name of Event OUTTA SIGHT KITE FLIGHT

Park Requested KENNEDY PARK Date of Event: JUNE 2 & 3

**Structure location must be placed on site map.

Type of Temporary Structure

- Tent
- Staging
- Trailers
- Inflatables
- Dunk Tank
- Other, Please explain _____

Vendor Information

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

Name of Company/Individual: KITE SOCIETY OF WI & GIFT OF WINDS

Work # 414305-3145 Home # _____ Cell _____

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

Signatures

Vendor Signature [Signature] Date 1/10/12

**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 SIBET KITE FLIGHT
Location of Event: KENNEDY PARK Date of Event JUNE 23
Contact Person SCOTT FISHER

Type of Amplified Sound

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

Requested time of amplification: Start: 9A-5P Ending 5-P

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

KITE SOCIETY OF WIS & GIFT OF WINGS
Daytime # 414305-3145 Evening # Same Cell # Same

Aldersperson notification

Have you contacted the Aldersperson of the District in which the event will be held?
 Yes X No Date: But we will

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.

**PARK VENDING PERMIT APPLICATION
CITY OF KENOSHA - PARK DIVISION**

EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION

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

Name of the Event: OWTA Siset Kite Festival

Location of the Event: KENNEDY PARK Date of Event June 2+3

Name of Group/Organization providing the service KITE SOCIETY OF WI &

Contact Person SCOTT FISHER GIFT OF WINGS.

Address 9955 W. ST MARTINS RD FRANKLIN WI

Daytime # 414 305 3145 Evening # Same Cell # Same

Product or Service Sold

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

KITES, BATS, HOT DOGS, PIZZA, SODA, CANDY, CLAS
HAMBURGERS, WATER

If selling food, please indicate your Temporary Restaurant License # We have a

Non-Food Item CURRENT LICENSE BUT I DON'T HAVE
THE NUMBER -

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]) TABLES, TENTS, 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.

Signatures

Vendor Signature [Signature]

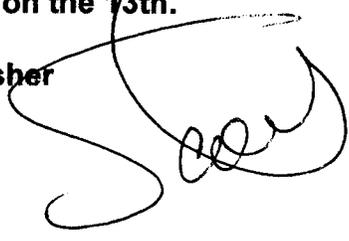
Date 1/10/12

Hi Mary,

Please schedule my appearance in front of the Park Board for February 13th. Also, just as a reminder that the City is a Co-sponsor and during the past 10 years, we have had the use of the electricity, park benches and a few feet of fence, and use of the park at no cost.

See you on the 13th.

Scott Fisher

A handwritten signature in black ink, appearing to read "Scott Fisher", written over the printed name. The signature is stylized and cursive.



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
Chairman G. John Ruffolo, Public Works Committee

CC: District 2 – Alderperson Ted Ruffalo

FROM: Jeff Warnock, Park Superintendent

RE: Wisconsin Marathon

Request Wisconsin Marathon, LLC has requested to use HarborPark for their event to be held on Saturday, May 5, 2012. They are looking for permission to hold the marathon in HarborPark, the parcel on 55th Street/6th Avenue 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 = \$1,500.00 – 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 Wisconsin Marathon LLC

Contact Person who is responsible for event: Jonathan Cain

Address: 7842 Lincoln Ave, Suite 100 Skokie, IL 60077

City/State/Zip Skokie, IL 60077

Daytime # 847-675-0200 x10 Evening # 847-767-4276 Cell# 847-767-4276

Fax # 847-675-2903 E-mail: jcain@mychicagoathletes.com

Is the Host Organization a 501(c)-3? Yes, provide ES# no

EVENT INFORMATION

Name of the Event: Wisconsin Marathon

Date Requested: 5-5-12 Rain Date —

Location Requested: Harbor Park and area streets Estimated Attendance 500 runners / 8,000 people
area 5th + 6th

Charitable Event: No Yes, Proceeds donated to We do have charity partners

Brief Description of the Event: Marathon, half marathon, and walk events Race
with post-race party

Set up date and time: 5-4-12 9am - dusk, 5-5-12 5am

Time of Event: 7am start

Take down date and time: 5-5-12 2:00 pm

FOR OFFICE USE ONLY:

Application Packet Received 2-20-12 Admin. Or Commission Approval _____

Copies sent to: Alderman _____ Dirk _____ Police _____

Fire: _____ Public Works (Admin/Streets): _____

APPLICATION "E"

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

Name of Event: Wisconsin Marathon

Location of Event Herber Park Date of Event 5-5-12

Name of Group Responsible Kiwanis Club of Western Kenosha

Person that is Responsible for License and Regulations Candy Eisenhauer

Address 7515-26th Ave

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

Beer Selling Permit Information

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

GENE OLSON, FRED TENUTA, KURT ROEMER

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

Beer Area will be fenced in and monitored IDs will be checked by Kiwanis Personnel

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

No Yes, Indicate Application Date: ATTACHED

***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: ATTACHED

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

CITY OF KENOSHA
625-52ND STREET, KENOSHA, WISCONSIN 53140

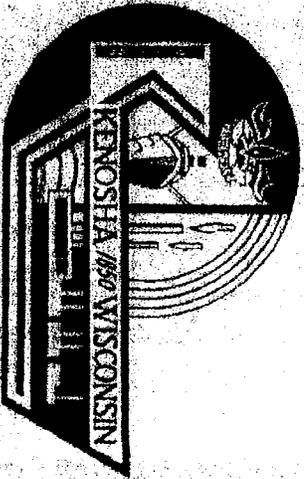
SPECIAL CLASS "B" BEER AND "CLASS B" WINE LICENSE
LICENSE NUMBER: 005629 120003 221

WHEREAS, the local governing body of the CITY OF KENOSHA, COUNTY OF KENOSHA, WISCONSIN, has upon application duly made, granted and authorized the issuance of a SPECIAL CLASS "B" BEER AND "CLASS B" WINE License to 023426 KWANIS CLUB OF WESTERN KENOSHA, PO BOX 602, KENOSHA, WI 53141

AND WHEREAS, said applicant has paid to the Treasurer the sum of \$ 10.00 for such SPECIAL CLASS "B" BEER AND "CLASS B" WINE License as provided by local ordinances and has complied with all requirements necessary for obtaining such licenses(s).

KWANIS CLUB OF WESTERN KENOSHA
PO BOX 602 KENOSHA, WI 53141-0000
HARBOR PARK/WISCONSIN MARATHON
FOR THE PERIOD FROM 05/05/12 TO 05/05/12

POST IN A CONSPICUOUS PLACE TO SELL FERMENTED MALT
BEVERAGES AND WINE UNDER PROVISIONS OF SECTIONS 125.26(6)
AND 125.51(10), WI STATUTES AT A PICNIC, MEETING OR
GATHERING



Michael S. Higgins

**PARK VENDING PERMIT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION

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

Name of the Event: Wisconsin Marathon

Location of the Event: Celebration Place Date of Event May 5, 2012

Name of Group/Organization providing the service Kiwanis Club of Western Kenosha

Contact Person Jim Pascucci

Address PO Box 602, Kenosha, WI 53141-0602

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

Product or Service Sold

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

Brats, Hot Dogs, Coffee and Soda

If selling food, please indicate your Temporary Restaurant License # Non Profit - Western Kiwanis

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 Supplied

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

Signatures

Vendor Signature Candice M. Emsbauer

Date February 15, 2012

From: Martha Watson FaxID: Hylant Group

Page 3 of 3

ATTN: JONATHAN
ACORD

KIWANOS OP ID: 3Y

DATE (MM/DD/YYYY)
01/18/12

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------|-----------------|
| PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis, IN 46280 Donald J. Thompson Jr. | 800-678-0361 | CONTACT NAME: | |
| | 317-817-5151 | PHONE (incl. No. Ext.) | FAX (incl. No.) |
| INSURED Kiwans International All Clubs and Their Members Insured Local Club: WESTERN KENOSHA % Dan Valeri PO Box 575 Kenosha, WI 53141 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Lexington Insurance Company | NMC # 019437 |
| | | INSURER B: Colony National Insurance Co | 34118 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR. LTR. | TYPE OF INSURANCE | ADD'L/BUBB. INSR. WVD. | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AGG PER DISTRICT <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JEOT <input type="checkbox"/> LOC | X | 013136005 | 11/01/11 | 11/01/12 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LI \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$3,000,000 <input checked="" type="checkbox"/> AGGREGATE | | 013136005 | 11/01/11 | 11/01/12 | COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Pw person) \$ BODILY INJURY (Pw accident) \$ PROPERTY DAMAGE (Pw accident) \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE MED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | AR3460925 | 11/01/11 | 11/01/12 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | E1 EACH ACCIDENT \$ E1 DISEASE - EA EMPLOYEE \$ E1 DISEASE - POLICY LIMIT \$ |
| A | SELF INSURED RETENTION | | 013136005 | 11/01/11 | 11/01/12 | ALL CLAIM 75,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as Additional Insured as respects General Liability regarding the following Kiwanis event: May 6, 12 or any other dates during the policy term - Food sales @ 2012 Wisconsin Marathon Harbor Park (setup/take down, rain date(s) included)

| | |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER | CANCELLATION |
| ALLCERT | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| City of Kenosha Park Division 625 52nd St Kenosha, WI 53140 | AUTHORIZED REPRESENTATIVE <i>Donald Thompson</i> |

© 1988-2010 ACORD CORPORATION. All rights reserved.

KIWAN03 OP ID: 3Y



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------|---------------------|
| PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis, IN 46280 Donald J. Thompson Jr. | 800-678-0361 | CONTACT NAME | |
| | 317-817-5151 | PHONE (A/R, NA, Ext): | FAX (A/R, NA, Ext): |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Lexington Insurance Company | 019437 |
| | | INSURER B: Colony National Insurance Co | 34118 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR | TYPE OF INSURANCE | ADDITIONAL SUBRISER (W/O) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------|------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------|
| A | GENERAL LIABILITY | X | 013136005 | 11/01/11 | 11/01/12 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> AGG PER DISTRICT | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> LIQUOR LIABILITY | | 013136005 | 11/01/11 | 11/01/12 | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | LIQUOR LI \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY | | 013136005 | 11/01/11 | 11/01/12 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | <input type="checkbox"/> SCHEDULED AUTOMOBILE | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE | | | | BODILY INJURY (Per occurrence) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> AUTOMOBILE | | | | PROPERTY DAMAGE (Per occurrence) \$ |
| | <input checked="" type="checkbox"/> 3,000,000 | <input checked="" type="checkbox"/> AGGREGATE | | | | \$ |
| B | UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | AR3460925 | 11/01/11 | 11/01/12 | EACH OCCURRENCE \$ 4,000,000 |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 4,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | 013136005 | 11/01/11 | 11/01/12 | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input type="checkbox"/> N | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 75,000 |
| | SELF INSURED RETENTION | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as Additional Insured as respects General Liability regarding the following Kiwanis event: May 5, 12 or any other dates during the policy term-Food sales @ 2012 Wisconsin Marathon Harbor Park (setup/take down, rain date(s) included)

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER ALLCERT Wisconsin Marathon LLC % Chicago Athlete Magazine 7842 Lincoln Ave #100 Skokie, IL 60077 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

© 1988-2010 ACORD CORPORATION. All rights reserved.



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
Chairman G. John Ruffolo, Public Works Committee

CC: District 1 – Alderperson Eric Haugaard (Pennoyer Park)
District 2 – Alderperson Ted Ruffalo (HarborPark)

FROM: Jeff Warnock, Park Superintendent

RE: Juneteenth Festival

Request: Urban League of Racine and Kenosha, Inc. have requested to change their venue for Juneteenth Festival, first option Pennoyer Park and the Sesquicentennial Bandshell or the 2nd option at HarborPark and Celebration Place.. The event will be held on Saturday, June 23, 2012, with a request for a rain date of Saturday, July 7, 2012.

History: This event has been held at Lincoln Park in the past and the organization has decided to request a new area. The event has had a 100% sponsorship in previous years.

Cost: 2010 = \$1,131.16
2011 = \$809.88

1st Option 2012 = \$825.00 (Rental Park/Bandshell \$125; Picnic Tables \$450; Showmobile for extra stage \$250 – Benches are on site)

2nd Option 2012 = \$890.00 (30 Benches \$90; 30 Picnic Tables \$450, Showmobile \$250 and Rental of Park \$100)

Recommendation: To approve the request and to invoice charges to the organization

Zimbra

mdurkee@kenosha.org

± Font size -

Change to Urban League special event application

From : Yolanda Adams
<yadams2006@yahoo.com>

Thu, Feb 23, 2012 11:54 AM

Subject : Change to Urban League special event application

To : Mary KENO Durkee
<mdurkee@kenosha.org>

Cc : Amanda Williams
<sunkistwilliams@yahoo.com>

Mary: As we just discussed by phone, our Juneteenth Committee asked for the following revision to our Special Event Application:

First choice for the Juneteenth Festival: Sesquicentennial Bandshell at Pennoyer Park (35th St. and 7th Ave.).

Alternate choice for the Juneteenth Festival: Harbor Park Celebration Place (by the Museum).

All else remains the same. I plan to attend the Parks Commission meeting on Monday, February 27 at 5:00 p.m. at the Municipal Bldg., 625-52nd Street.

Thank you!!!

Yolanda Adams
President and CEO
Urban League of Racine and Kenosha, Inc.
C: 262-705-4734
O: 262-898-9066
H: 262-652-1523
F: 262-637-8634
I AM EMPOWERED!

Benches @ site
30 Picnic TABLES \$ 450
Showmobile \$ 250
Use of Park Bandshell \$ 125

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 Urban League of Racine and Kenosha Inc.

Contact Person who is responsible for event: Yolanda Adams

Address: 718 N. Memorial Drive

City/State/Zip Racine, WI 53404

Daytime # 262-898-9066 Evening # _____ Cell# 262-705-4734

Fax # 262-1637-8634 E-mail: yadams.2006@yahoo.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 39-1042332

EVENT INFORMATION

Name of the Event: June-teenth Festival

Date Requested: June 23, 2012 Rain Date July 7, 2012

Location Requested: Sesqui-centennial Bandshell ^{Pearcyer Park} Estimated Attendance 250
35th St. and 7th Ave.

Charitable Event: No Yes, Proceeds donated to Urban League

Brief Description of the Event: Family event with entertainment, food & beverages, novelty vendors, youth games and jumpy houses, and June-teenth information.

Set up date and time: June 23rd, 2012 at 10:00 am

Time of Event: 10am Setup, 11am Festival Starts

Take down date and time: 6:30pm Tear down, 7:30pm Exit Park

* Alternate Site: Harbor Park Celebration Place

FOR OFFICE USE ONLY:

Application Packet Received _____

Administrative/Commission Approval

Copies sent to: Alderman _____

Dirk _____ Police _____

Other: _____

Mitigation of Impact

As an Event Organizer, you are required to develop mitigating measures to accommodate the impact your event may have on the surrounding neighborhood.

If your event will have over 250 participants/viewers, you must notify the alderman for that park location. This must be done prior to approval by the Board of Park Commissioners.

Your event may also necessitate posting and notifying of park users and neighbors of the event date and any necessary alternate route or parking impacts. If this is required of you, it must be completed prior to approval.

Have you done the appropriate notifications?

No Yes, alderman Name/Date Theodore Ruffalo 2/15/12 (via phone)

Special Event Fees

To assist you with your special event, the Kenosha Park Department rents some equipment for use by the Event Organization. The location of this equipment must be noted on the site and route plan you have attached to this application. Attached at the end of this document are the current fees associated with special events in the Kenosha Parks. These fees include the park rental fee, the equipment rental fees, deposits, and cancellation fees.

All special events, for-profit and non-profit alike, are required to pay all of the fees associated with putting on a special event.

- > The Park Department does not and cannot honor requests of waived fees for any portion of your event costs. Co-sponsorship is with Park Commission approval only.
- > No individual, group, or organization shall be granted permission to hold an event in the park if there is any unpaid balance from a previous event.
- > Cancellation of any event, for any reason, shall result in charges for actual services, labor and materials provided.
- > These fees are included in the packet to assist you with your budget planning. If you need assistance in determining the fees for your particular event, contact the Park Department at 262-653-4080.

EQUIPMENT REQUESTS: Appropriate fees will be charged

Electric* Water 30 # of Benches 30 # of Picnic Tables
 # of Trash Containers Barricades Snow Fencing (must provide location)
 Bleachers Reviewing Stand Showmobile Portable Fencing

*Electrical availability vary by location. You may need to provide generators in order to supply the level of service required for your event. Contact the Park Department in advance with any concerns.

Other Special Requests:

Application Signature

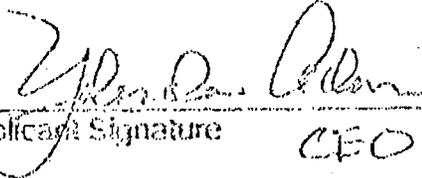
The person/group named in this application will be responsible for the conduct of the group and for the condition of the reserved park area. This permit is subject to all City of Kenosha General Ordinances as defined by the City of Kenosha, in addition to all rules and regulations governing the City's Park Department. The applicant agrees that during the use of the park facility, the sponsoring organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, creed, national origin, or handicap.

The applicant for her/himself, and for other persons, organizations, firms and corporation, if any listed in this application, does hereby contract to agree that he/she (and they) will jointly and severally indemnify and hold the City of Kenosha harmless against liability for any and all claims for damages to property, injury to or death of person or persons arising out of or resulting from the negligence of the applicant.

Permit holders shall submit a general liability insurance policy certificate in the amount of \$1,000,000 naming the City of Kenosha, its Park Department and any vendors/participants as an additional insured party.

The applicant has read the Special Event Explanation Packet. The applicant has attached all of the appropriate permit applications for this event.

I hereby certify to the best of my knowledge that the information and statements contained in this application are complete and true. I understand that failure to report components of this event/activity may result in the loss of deposit, revocation of permit and/or failure to secure future permits.



Applicant Signature CEO

2-22-12

Date

Application Submission

Please remember, you need a MINIMUM of 90 days advance submission. And most often, the planning of your event and the acquisition of all of the appropriate permits will take much longer than 90 days.

Please mail your application to:
City of Kenosha Park Department
3617 - 65th Street
Kenosha, WI 53142

Ann: Mary D...

05 02 11 12

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 Urban League of Racine and Kenosha, Inc
Contact Person who is responsible for event: Yolanda Adams
Address: 718 Memorial Dr.
City/State/Zip Racine, WI 53404
Daytime # 262-878-7060 Evening # _____ Cell# 262-705-4734
Fax # 262-637-8634 E-mail: yadams2006@yahoo.com
Is the Host Organization a 501(c)-3? Yes, provide ES# 39-1042332

EVENT INFORMATION

Name of the Event Juneteenth Festival
Date Requested: June 23, 2012 Rain Date July 7, 2012
Location Requested: Harbor Park Celebration II Estimated Attendance 250
Charitable Event: No Yes, Proceeds donated to Urban League
Brief Description of the Event: Family event with entertainment, food, beverages, novelty vendors and youth information. Youth games and jump houses
Set up date and time: June 23rd, 2012 at 10:00 AM
Time of Event: 10:00 Set up / 11:00 AM FESTIVAL STARTS
Take down date and time: 6:30 PM Tear down
7:30 EXIT PARK

FOR OFFICE USE ONLY:

Application Packet Received 2-17-2012 Administrative/Commission Approval

Copies sent to: Alderman _____ Dirk _____ Police

Other: _____

EQUIPMENT RENTAL REQUEST
CITY OF KENOSHA - PARK DIVISION

To assist you with your special event, the Kenosha 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 your event.

Water: Varies by location
yes/no

If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"

30 x 3 = \$90
Benches

30 x 15 = 450
Picnic Tables

50 Trash Containers/NC

_____ Barricades

_____ Snow fencing

 Portable fencing

_____ Bleachers

_____ Reviewing Stands

_____ Showmobile(new)

 Showmobile(old) = \$250.00

Other Special Requests: _____

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 Suneteenth Festival

Location of Event: Harbor Park Celebration Pl Date of Event June 23, 2012

Contact Person Yolanda Adams

Type of Amplified Sound

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) Possible Band Music or Instruments

Requested time of amplification: Start: 11:00 AM Ending 6:30 PM

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

Urban League of Kenosha and Racine - Yolanda Adams, CEO

Daytime # 262-448-7066 Evening # 262-652-1523 Cell # 262-705-4734

Alderson notification

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

DIST 2
T. Ruffalo
705-8919
262-726

Yes No Date: 7-15-12
Theodore Ruffalo Via Phone

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.

Urban League of Racine and
Kenosha, Inc.
718-22 N. Memorial Drive
Racine WI 53404
(262) 637-8532

facsimile transmittal

To: Mary Burke Fax: 262-653-4093

Company: Park Supv Office #: 262-653-4062

From: Yolanda Santos Adams Date: 262-898-9066

Re: _____ Pages: _____

Senders _____ Senders Fax Number: (262) 637-8634

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle



TEMPORARY STRUCTURE
CITY OF KENOSHA - PARK DIVISION

Name of Event Juneteenth Festival
Park Requested Harbor Park Celebration Pt. Date of Event: June 28, 2022

*Structure location must be placed on site map.

Type of Temporary Structure

- Tent
- Staging (older showmobile)
- Trailers
- Inflatables Bumpy Houses
- Dunk Tank
- Other, Please explain Some vendor tents

Vendor Information

(Name of Company and/or individual providing temporary structure) Yolanda Adams, CEO
Name of Company/Individual: Urban League of Racine and Kenosha
Work #: 202-898-9060 Home #: 202-252-1523 Cell: 202-705-4734

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 Johnson Insurance

Signatures
Vendor Signature [Signature] Date 2-17-22

Zimbra

mdurkee@kenosha.org

± Font size -

RE: Juneteenth Day

From : Lewis Lindquist
<ltl240@kenoshapolice.com>

Mon, Feb 20, 2012 02:11 PM

Subject : RE: Juneteenth Day

To : Mary Durkee
<mdurkee@kenosha.org>

The Police Dept. has no objection.

From: Mary Durkee [mailto:mdurkee@kenosha.org]

Sent: Friday, February 17, 2012 1:38 PM

To: Lindquist, Lewis

Subject: Juneteenth Day

The Urban League has requested a change of venue for the Juneteenth Festival -- they would like to move from Lincoln Park to HarborPark/Celebration Place. To be held on June 23 with a rain date of July 7th.

I will be taking this to the Board of Park Commissioners/Public Works Committee the end of February - so if you could give me your opinion/concerns/approval etc. as soon as possible it would be appreciated.

Mary Durkee, CPRP, AFO
Park Division
Phone: 653-4062
Cell: 945-4615



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
Chairman G. John Ruffolo, Public Works Committee

CC: District 1 – Alderperson Ted Ruffalo

FROM: Jeff Warnock, Park Superintendent

RE: Taste of Wisconsin

Request: The Kiwanis Club of Western Kiwanis is seeking permission to use Celebration Place instead of the HarborPark Promenade. The event will be held on July 27 – 29, 2012. They would also would like to extend the closing time to 11:00 pm on Friday and Saturday; utilize park equipment and to sell fermented malt beverages.

History: This will be the 4th Annual Taste of Wisconsin with proceeds used to help support local charities and service organization. The event has been held on the Promenade along the south side of the harbor. The organization feels that they have outgrown this area and need to expand.

Costs: 2010 – Paid \$2,066.90 (50% sponsorship)
2011 – Paid \$3,067.08 (50% sponsorship)

2012 - 80 Benches = \$240; 80 Picnic Tables = \$1,200; Fencing TBD on needs with the new location; Other costs for labor and additional equipment as requested.

Recommendation: To approve the event, use of park equipment, extension of time and to allow the sale of fermented malt beverages. Fees to be invoiced to the organization



City of Kenosha Parks Department and Public Works Committees

Taste of Wisconsin/Kiwanis Club of Western Kiwanis would like to request the use of Celebration Place for the Taste of Wisconsin 2012 Festival, July 27, 28 & 29, 2012. We have outgrown our location of the Harbor Park Promenade and feel we have a better opportunity to grow at Celebration Place.

We ask that we be allowed to stay open until 11:00 PM on Friday and Saturday and will close at our regular time of 7:00 on Sunday. As we are moving to Celebration Place there are no residential neighborhoods close by to be effected by the festival hours. We of course would still maintain security throughout that extra hour.

Attached is a mock up of the festival grounds. Parking would be across the street in the two grass lots directly east of the museums. Handicap parking could be posted along Ring Road. We estimate at least 30 parking spaces for handicap. We would place barricades in the Museum parking lots posting Museum parking only.

If you have any questions please feel free to contact me and we will see you at the Parks and Public Works Committee Meetings.

Thank You
Candy Eisenhauer
262-496-9400
cmecdw@aol.com

Rec'd 2/16/12

**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 Kiwanis Club of Western Kenosha

Contact Person who is responsible for event: Candy Eisenhower

Address: 7515 26th Avenue

City/State/Zip Kenosha, WI 53143

Daytime # 262-652-0127 Evening # 262-652-0127 Cell# 262-496-9400

Fax # 262-942-9402 E-mail: cmecdw@aol.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 39-1783091

EVENT INFORMATION

Name of the Event: Taste of Wisconsin 2012

Date Requested: July 27, 28, 29 Rain Date _____

Location Requested: Celebration Place Estimated Attendance 35,000

Charitable Event: No Yes, Proceeds donated to Kiwanis Charities

Brief Description of the Event: Taste of Wisconsin is a food and music festival
This will be the 4th Annual. Proceeds help support our local charities and
service organizations

Set up date and time: July 25th beginning at 8:00 AM

Time of Event: 3-11 Friday 11-11 Saturday 11-7 Sunday

Take down date and time: Monday July 30th

FOR OFFICE USE ONLY:

Application Packet Received _____ Administrative/Commission Approval _____

Copies sent to: Alderman _____ Dirk _____ Police _____

Other: _____

**PARK VENDING PERMIT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION

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

Name of the Event: Taste of Wisconsin 2012

Location of the Event: Celebration Place Date of Event July 27, 28, 29

Name of Group/Organization providing the service Kiwanis Club of Western Kenosha

Contact Person Candy Eisenhauer

Address 7515 26th Avenue, Kenosha, WI 53143

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

Product or Service Sold

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

Vendors will carry Certificates of Insurance naming Kiwanis Club of Western Kenosha and City of Kenosha, Vendors will supply Temporary Restaurant Licenses and will be inspected by Kenosha County Health Department Inspectors

If selling food, please indicate your Temporary Restaurant License # Non Profit - Western Kiwanis

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.

Signatures

Vendor Signature _____ Date _____

Vendors are being coordinated between Western Kiwanis and Kenosha County Health Department

**EQUIPMENT RENTAL REQUEST
CITY OF KENOSHA – PARK DIVISION**

To assist you with your special event, the Kenosha 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 your event.

no
yes/no Water: Varies by location

If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"

80 Benches 80 Picnic Tables 120 Trash Containers

8 Barricades yes Snow fencing yes Portable fencing

no Bleachers no Reviewing Stands

no Showmobile(new) no Showmobile(old)

Other Special Requests: _____

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 Taste of Wisconsin 2012

Location of Event: Celebration Place Date of Event July 27, 28, 29

Contact Person Candy Eisenhauer

Type of Amplified Sound

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

Requested time of amplification: Start: Friday 3PM Saturday 11AM Sunday 11AM Ending 11PM 11PM 7PM

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

Candy Eisenhauer - Sound will be run by Kiwanis member volunteers on each stage

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

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.

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

Name of Event Taste of Wisconsin 2012

Park Requested Celebration Place Date of Event: July 27, 28, 29

Type of Temporary Structure

Tent

Staging

Trailers

Inflatables

Dunk Tank

Other, Please explain _____

Vendor Information

Name of Company/Individual: Top Choice

Work # _____ Home # _____ Cell _____

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 Department 30 days prior to the event.

Insurance Company _____ Insurance Policy No. _____

Signatures

Vendor Signature _____ Date _____

Park Division Authorization _____ Date _____

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

Name of Event: Taste of Wisconsin 2012

Location of Event Celebration Place Date of Event July 27, 28, 29

Name of Group Responsible Kiwanis Club of Western Kenosha

Person that is Responsible for License and Regulations Candy Eisenhauer

Address 7515-26th Avenue

Daytime # 262-496-9400 Evening # 262-496-9400 Cell # 262-496-9400

Beer Selling Permit Information

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

Gene Olson, Fred Tenuta and Kurt Roemer.

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

Kenosha Private Police - IDs will be checked by Kiwanis Personal. Park will be fenced and each gate will have a security guard and Kiwanis Volunteers to monitor comings and goings. Festival goers will be required to show wrist band to purchase alcohol.

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

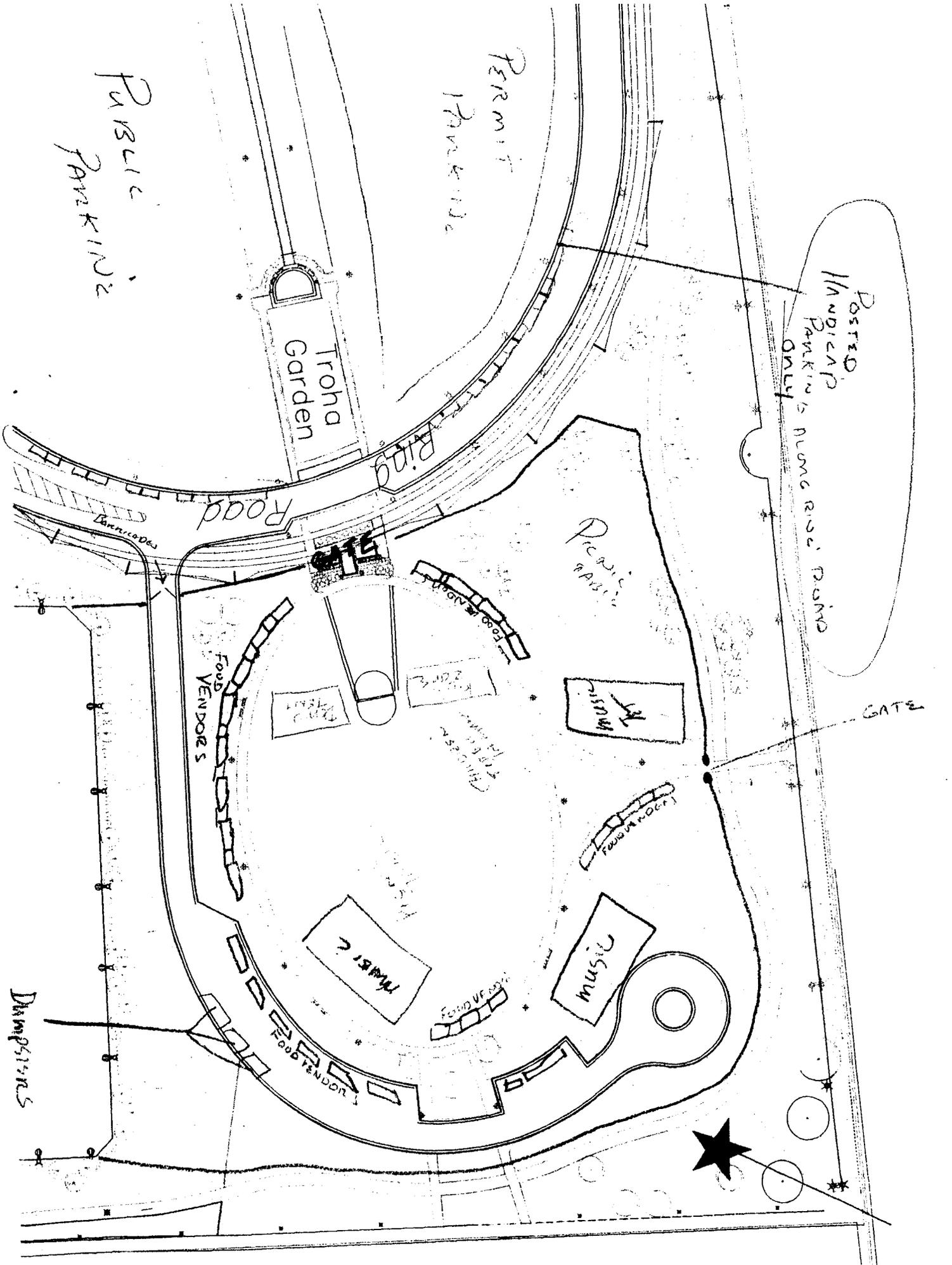
No Yes, Indicate Application Date: January 2012 - License has been received

***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: Certificate will be sent from Kiwanis International

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



PUBLIC PARKING

PERMIT PARKING

Troha Garden

Ring Road

POSTED HANDICAP PARKING ALONG ROAD ONLY

PICNIC TABLES

FOOD VENDORS

MUSIC

FOOD VENDORS

MUSIC

MUSIC

FOOD VENDORS

FOOD VENDORS

FOOD VENDORS

GATE

DAMPSTERS



CITY OF KENOSHA
625-52ND STREET, KENOSHA, WISCONSIN 53140
SPECIAL CLASS "B" BEER AND "CLASS B" WINE LICENSE
LICENSE NUMBER: 005629 120002 221

WHEREAS, the local governing body of the CITY OF KENOSHA, COUNTY OF KENOSHA, WISCONSIN, has, upon application duly made, granted and authorized the issuance of a SPECIAL CLASS "B" BEER AND "CLASS B" WINE License to 023426 KIWANIS CLUB OF WESTERN KENOSHA, PO BOX 602, KENOSHA, WI 53141

AND WHEREAS, said applicant has paid to the Treasurer the sum of \$ 10.00 for such SPECIAL CLASS "B" BEER AND "CLASS B" WINE License as provided by local ordinances and has complied with all requirements necessary for obtaining such licenses(s).

KIWANIS CLUB OF WESTERN KENOSHA
PO BOX 602 KENOSHA, WI 53141-0000
HARBOR PARK/ TASTE OF WISCONSIN
FOR THE PERIOD FROM 07/27/12 TO 07/29/12



POST IN A CONSPICUOUS PLACE TO SELL FERMENTED MALT
BEVERAGES AND WINE UNDER PROVISIONS OF SECTIONS 125.26(6)
AND 125.51(10), WI STATUTES AT A PICNIC, MEETING OR
GATHERING

Michael X. Pappas



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
CC: District 2 – Alderperson Ted Ruffalo
FROM: Jeff Warnock, Park Superintendent
RE: Ice Cream Social

Request: The Kenosha Band Boosters, Inc. are requesting permission to hold their Ice Cream Social on July 17, 2012 at Simmons Island. The event will be held from 6:00 – 9:00 pm. They are also asking for full sponsorship of the event.

History: The Ice Cream Social has been previously held at the Kemper Center, however the organization has out grown this location. This is the first year that it will be held at Simmons Island Park.

Cost: The 2012 charge would be \$100.00 for use of the Park. At this time the organization has not requested any additional equipment or labor.

Recommendation: To approve the event and the fee for use of the park.

**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 Kenosha Band Boosters, INC
 Contact Person who is responsible for event: Keenan Dreyer or Robert Wells
 Address: 6030-63rd st 262-445-2105
 City/State/Zip Kenosha, WI 53142
 Daytime # _____ Evening # 262-652-3360 Cell# 262-818-6360
 Fax # _____ E-mail: Kdreyer26@hotmail.com
 Is the Host Organization a 501(c)-3? Yes, provide ES# 39-1416802

EVENT INFORMATION

Name of the Event: Ice Cream Social
 Date Requested: 7/12/12 Rain Date None
 Location Requested: Simons Island Estimated Attendance 1500 plus 500 students performing
 Charitable Event: No Yes, Proceeds donated to Kenosha Band Boosters
 Brief Description of the Event: Ice cream social is a performance by the Summer Band students @ KESD - There are 500 students performing in 3 hrs. There will be food, pie, and ice cream available to purchase. This performance has out grown the Kamper Center.
 Set up date and time: 7/15- or 7/16/12 - can work it out
 Time of Event: 6pm - 9pm
 Take down date and time: After last performance on 7/17

FOR OFFICE USE ONLY:

Application Packet Received 2/14/12 Administrative/Commission Approval _____
 Copies sent to: Alderman _____ Dirk _____ Police _____
 Other: _____



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
CC: District 12 – Alderperson Steve Bostrom
FROM: Jeff Warnock, Park Superintendent
RE: KUSD – Tremper Cross-Country

Request: For permission to close Martin Luther King Drive on Saturday August 25, 2012 for a cross-country meet. The closure request is for between 7:00 am – 1:00 pm during this event for runners crossing the road. They are also requesting a waiver of the \$75.00 fee for use of the Lincoln Park Concession picnic shelter area.

History: They have hosted this event for 31 years with athletes from 20 high schools throughout southeastern Wisconsin. In 2011, permission was given for closure of this road. The school in the past has not been charged any fees.

Costs: 2010/2011 – no fees were charged
2012 - \$75.00

Recommendation: To approve the request for the closure, with the road being re-opened by 1:00 pm. To deny the request for the waiver of the \$75.00 fee.



February 15, 2012

Mr. Michael Orth, Chairman
City of Kenosha Parks Commission
625 52 Street
Kenosha WI 53140

Dear Mr. Orth,

RE: Street Closure Request

For the past thirty- one years, Coach Bradley's Tremper High School team has hosted a cross-country meet at Lincoln Park. This year's event will include athletes from 20 high schools throughout southeastern Wisconsin. For the safety of the athletes, Kenosha Unified School District/Tremper High School respectfully request the Park Commissioners to approve the closure of Martin Luther King Drive for this event. We would need MLK Drive closed from 21st Avenue to 14th Avenue from 7:00 am to 1:00 pm on Saturday, August 25, 2012 .

In addition, we would also request that the Commission consider waiving the fees to close MLK Drive and the \$75.00 rental fee for the Lincoln Park picnic shelter.

A Park Use Agreement has been sent to the City Park Department for the use of Lincoln Park for this event.

We would appreciate your placing our request on the next Park Commission meeting agenda.

Please notify my office when this has been scheduled in order for a KUSD representative to attend the meeting to answer any questions.

Thank you for your consideration.

Sincerely,

Mr. Steven J Knecht, CAA
Coordinator of Athletics
(262) 359-6385

cjh

Cc: Michael Lemens
Rocco LaMacchia, Sr.
Jesse Downing
Anthony Kennedy
Lawrence Green

**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: _____ | Beer: _____ | Deposit: _____ | Total Due: _____ |
| Receipt #: _____ | By: _____ | Zimbra: _____ | Park Calendar: _____ |
| Access Database: _____ | | Date Paid & Permit Issued: _____ | |

INSTRUCTIONS:

Please Print (blue or black ink)

Permittee Name: Steven Knecht, Coordinator of Athletics
Person authorized to sign this agreement on behalf of the organization.

Organization Name: Kenosha Unified School District No 1

Address: 3600 52 St City: Kenosha State: WI Zip: 53140

Daytime Phone: 262-359-6385 Alternate Phone: 262-945-5101

FACILITY REQUESTED: Lincoln Park - MCK Drive + Picnic Shelter/Bathrooms

Event Date: Sat, August 25, 2012

Nature of Event: Cross Country Invitational - Tremper High School (Chuck Bradley)
(Be specific on what type of event – i.e., 16th birthday party, graduation, baby/bridal shower, wedding reception, etc.)

Attendance: 20 teams Time requested: From: 7:00am to 1:00pm.

(Number of people)

(INCLUDES SETUP AND TAKE DOWN)

PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM

Beer 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 three (3) 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.

City of Kenosha: Department of Public Works: 2012 Park Use Agreement: Page 1

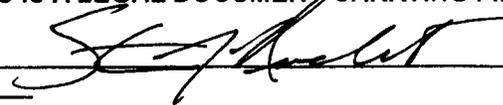
RESPONSIBILITY OF APPLICANT

Please read and initial each responsibility:

- Report unsafe conditions and/or any problems with your reservation to the Department of Public Works (653-4080 during the week) OR Police Department (656-1234) as soon as practicable. Police will page a park supervisor for you.**
SA (initial)
- Inspect the park area immediately prior to park use to determine whether or not the area is suitable and safe for such use. If such inspection reveals that such area is not suitable and safe for the intended use, the area shall not be used until the area is made suitable and safe for such use. SA (initial)
- Supervise all persons using area under authority of this agreement. Sponsoring individual/ organization must provide private security for gatherings of over 250 persons in the park. SA (initial)
- Beer Permit: MUST BE 21 YEARS OF AGE OR OLDER;** The consumption of fermented malt beverage is permitted only by persons and groups appropriately licensed under state law and local ordinance. Wine and liquor are prohibited. Beer/wine coolers are permitted only in designated parks as outlined in the Code of General Ordinances. The *selling* of fermented malt beverages is prohibited.
N/A (initial)
- Use Area in accordance with General and Special Park Rules and Regulations as outlined in the Code of General Ordinances, a copy of which is attached hereto. SA (initial)
- Clean up by the permittee is mandatory after the event. The permittee agrees to be responsible to:**
 - a. **Pay the cost of any damage to the facilities/equipment.**
 - b. **Excess cleanup costs which will be billed at \$45.00 per man hour incurred by the City.**
 - c. **Nails, tacks, staples, screws, and any kind of tape are prohibited; any use thereof will constitute damage and result in forfeiture of some or all of the prepaid deposit.** SA
(initial)
- Cancellation Policy:** The City of Kenosha Department of Public Works requires a minimum of 30 days notification of any rental cancellation. A \$25.00 fee will be charged for any picnic or wedding cancellation. A \$30.00 fee will be charged for any park building (**Southport, Oribiletti, or Baker**) cancellation. All fees will be forfeited if events are canceled without minimum notification. Inclement weather on event date will not be considered as a reason for a refund. SA (initial)
- Glass beverage containers are prohibited within the park/facility. SA (initial)
- Upon approval of permittee's park use request, this form will be signed by the Public Works Director or an authorized representative of the Department of Public Works. A copy of this signed agreement will be given to the permittee and must be brought to the park site on the date of use. SA (initial)
- Building rental (**Southport, Oribiletti, Baker**) requires the permittee to pick up the keys at the Department of Public Works (625 - 52nd Street) on the day of the event, or the Friday before the event if such event is held on a weekend. **Keys may be picked up between 8 AM and 4:30 PM and returned the next business work day.** SA (initial)

The undersigned accepts responsibility for any damage to city property, fixtures, or buildings covered by this permit resulting from permittee's use of facilities, and are to abide by all rules of the Department of Public Works as stated in the attached Code of General Ordinances and attached Rules & Regulations.

I hereby certify that I shall be personally responsible on behalf of myself/organization for any damage sustained by the City of Kenosha Department of Public Works, park equipment, furniture, or facilities as a result of the occupancy of said premises by myself/organization. I agree to abide by and to enforce the rules, regulations, and policies of the City of Kenosha Department of Public Works affecting the use of recreation facilities.

Signature of Permittee:  Date: _____

Driver's License of Permittee: WSD N/A

Approved by: _____ Date: _____

Department of Public Works Director or Authorized Designee



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners

CC: District 1 – Alderperson Eric Haugaard (Pennoyer Park)
District 2 – Alderperson Ted Ruffalo (Eichelman and Simmons Island)

FROM: Jeff Warnock, Park Superintendent

RE: Wedding and Reception on the lakefront

Request: Stephanie Poska has submitted a request to conduct her wedding and reception at a location on a lakefront beach. The date has not been determined at this time. She is also requesting to serve fermented malt beverages; to allow a DJ and to extend the park closing time for her event to 11:00 pm or Midnight.

History: This is the first time a request has been received to allow this type of event on the beach and park area along the lakefront.

Staff Comments: Eichelman Park is not a good location due to wedding ceremonies being held at Wolfenbuttel Flower Gardens. Simmons Island Beach and Park is also not a desirable location due to a possible large crowd of swimmers and those that use the area for picnics. If approved Pennoyer Park would be the only location we would recommend as maybe less crowded.

Costs: \$100.00 Park Rental Fee with an additional \$300.00 deposit.

Recommendation: To deny the request for the event. If the event is approved the request for an extension of closing time be denied.

Stephanie Poska
134 Lake St. #1
Libertyville, IL 60048
(847) 873-3526

February 8, 2012

Dear Board of Park Commissioners,

We absolutely love your beaches for our summer wedding ceremony and reception and am writing to see if you are willing to grant a few exceptions to the rules.

We would really like to have the ceremony done at Wolfenbuttel Park in the gazebo. We would then like permission to put a tent up for the reception for 150 people in one of these parks (in order of preference): right next to Wolfenbuttel Park in Eichman Park, Pennoyer Park (less crowded because no swimming?), or Simmon's Island (does the sand get raked in the summer-had lots of mounds?). Would you allow a tent in one of these parks?

Second, we see that malted beer beverages are allowed in some parks but nothing else. We are hoping we can purchase a special permit to allow wine and beer at our wedding, not only for the traditional champagne toast, but for those guests who are gluten intolerant (wheat allergy-cannot have beer). We are perfectly fine with no hard liquor whatsoever. Can we allow beer and wine for our reception in the tent?

Third, would you be able to grant us a music permit to have the reception at one of these parks with DJ, beer, and wine?

Fourth, Jodi McKinney told us that the guests need to be out by 10pm and a clean-up crew out by 10:30 but we were reading over the application for hosting a special event. It states that if you are not able to end by 10pm, you can make prior arrangements to get this extended. Would we be able to get special permission to end at 11pm or midnight?

Basically, we are looking to have a ceremony and reception on the beach for about 150 people that ends around midnight. Given that we cannot predict the weather, we need to have a tent with beer, wine, and a DJ. We have not set a date yet, we wanted to secure the venue first, so we are waiting to hear if our wedding at one of the Kenosha beaches is an option and will plan our date according to your availability. Thank you for your consideration.

Sincerely,

Stephanie Poska and Steven Goff



STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DIRECTOR OF ENGINEERING/CITY ENGINEER
SHELLY BILLINGSLEY, P.E.

SOIL EROSION SPECIALIST
CHRIS PAGELS

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., DIRECTOR

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

February 23, 2012

To: Anthony Nudo, Chairman
Stormwater Utility Committee

Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Cc: Lawrence Green
District 9

David Bogdala
District 17

Subject: Service Agreement with Applied Ecological Services Inc.
A. Anderson Park Rain Garden Maintenance
B. River Crossing Swale Maintenance

BACKGROUND INFORMATION

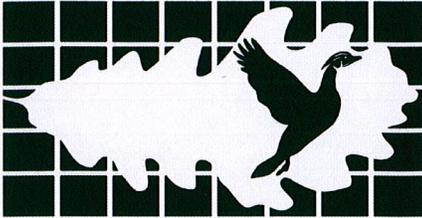
Stormwater Utility has received a quote from a recommended consultant to complete the Anderson Park Rain Garden demonstration site maintenance. The first three years from the initial planting is the most critical for the success of these alternative stormwater management practices. The first three years are when the native plants are most vulnerable to being crowded out by non-native and invasive species.

- A. **ANDERSON:** Staff has received a proposal from Applied Ecological Services, Inc (Brodhead, Wisconsin) to complete the maintenance for the next three years for the estimated cost of \$1,050 per year. This contract will require them to monitor the site and perform the primary tasks of spot herbiciding, wick herbiciding and hand weeding three times per year.
- B. **RIVER CROSSING:** Staff has received a proposal from Applied Ecological Services, Inc (Brodhead, Wisconsin) to complete the maintenance for 2012 for the estimated cost of \$2,646. This contract will require them to monitor the site and perform the primary tasks of spot herbiciding, wick herbiciding and hand weeding three times per year as well as providing public information and plant information plaques.

RECOMMENDATION

- A. ANDERSON: Approve the contract between the Kenosha Stormwater Utility and Applied Ecological Services, Inc. for \$1,200 to include their quote of \$1,050 with \$150 of contingency for plant replacement and authorize the Director to execute the contract. The funding for this work will be paid for out of 501-03-50102-219.

- B. RIVER CROSSING: Approve the contract between the Kenosha Stormwater Utility and Applied Ecological Services, Inc. for \$2,900 to include their quote of \$2,646 with \$254 of contingency for plant replacement and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP SW-10-005.



Applied Ecological Services, Inc.

Contracting Division

17921 Smith Road
 PO Box 256
 Brodhead, WI 53520-0256

Ph: 608-897-8641
 Fax: 608-897-8486
 www.appliedeco.com

Sustainable Solutions for Over 30 Years.

PRICE QUOTE

River Crossing Swale & Anderson Park 3 Year Maintenance
 City of Kenosha
 AES Project Number 12-0153

QUOTE PREPARED BY Chuck Campbell & Troy Anderson
 DATE 2/14/2012

| Item | Qty | Unit | Unit Cost | Total Cost |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-----------|--------------------|
| Sign Installation (signs provided by city) | 6.00 | each | \$ 21.00 | \$ 126.00 |
| Outreach Management for 3 Years, includes the following: <ul style="list-style-type: none"> • Create email address for public comment opportunity • Annual report summarizing feedback from citizens • Detailed record of all email transactions with stakeholders • Quick email response communication to answer any of the stakeholder questions | 1.00 | year | \$ 900.00 | \$ 900.00 |
| River Crossing Swale Maintenance 2012 | 3.00 | trip | \$ 540.00 | \$ 1,620.00 |
| Anderson Park Maintenance 2012 | 3.00 | trip | \$ 350.00 | \$ 1,050.00 |
| TOTAL | | | | \$ 3,696.00 |

Notes:

- This quote is valid for 60 days.
- Sales tax if applicable will be added upon invoicing.
- Prices quoted above include sales tax on materials to be used for this project
- Prices quoted above do not include sales tax on materials to be used for this project
- AES is a non-union shop however prevailing wage rates have been included in the above price.
- AES is a non-union shop. "Prevailing wage" rates have not been included in the above price.
- This quote has been prepared based on the information provided (as listed above). Before Applied Ecological Services will commence work on the project and before this quote becomes binding, the Contractor to whom this quote is addressed must provide final project documents to AES. Such documents may include, but not be limited to, finalized construction drawings, final specifications, and a copy of the executed general project contract including information about administrative procedures, invoicing and payment procedures (including retention, if any), safety requirements, and any other requirements that will affect or bind AES on this project. Applied Ecological Services reserves the right to revise the above quote and the terms and conditions of the work upon receipt of the final documents and Primary Contract.

• **Applied Ecological Services provides a one year guarantee on materials and workmanship. AES warrants that the work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents, if any. Applied Ecological Service's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. Applied Ecological Services warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, if any, and free from defective workmanship. If within one year the owner does not promptly notify AES of defective work, the owner waives AES's obligation to correct any defective work as well as the owner's right to claim a breach of warranty with respect to that defective work.**

• Unless specifically covered in the Contract or in the warranty of another Applied Ecological Services Contract for site design on this project, Applied Ecological Services is not responsible for hydrology on the project site. **Damage to seeding or planting installation, or other defective work, that is due to improper hydrology is excluded from any warranty under this Contract.** Applied Ecological Services can remedy such damage, subject to additional cost, pursuant to a written modification of the Contract signed by both parties.

• BECAUSE PRESCRIBED BURNING IS A NATURAL PROCESS SUBJECT TO FUEL LOADS, WEATHER CONDITIONS, MOISTURE, AND WINDS, AES CAN NOT GUARANTEE ANY PORTION OR PARCEL WILL BURN COMPLETELY OR EVEN PARTIALLY. THESE SAME FACTORS AFFECT THE LENGTH OF TIME TO CONDUCT A BURN. IT IS IMPORTANT TO NOTE THAT A BURN MAY BE SUCCESSFUL FROM AN ECOLOGICAL STANDPOINT WHILE APPEARING SPOTTY AND INCOMPLETE. AES CHARGES FOR TIME SPENT ON SITE REGARDLESS OF APPARENT SUCCESS OF A PRESCRIBED BURN. BY SIGNING THIS AGREEMENT, THE CLIENT WAIVES ALL RIGHT TO WITHHOLD OR DEDUCT PAYMENT BASED ON AREA BURNED, REMAINING STANDING BIOMASS, OR ANY BASIS OTHER THAN TIME SPENT BY AES PERSONNEL ON SITE.

PRESCRIBED BURNING MAY CAUSE DAMAGE TO EXISTING LANDSCAPE ELEMENTS SUCH AS TREES, SHRUBS, FENCES, BENCHES AND OTHER ELEMENTS WITHIN THE BURN AREA. AES WILL ACCEPT NO LIABILITY FOR DAMAGE TO EXISTING LANDSCAPES AND STRUCTURES WITHIN THE BURN AREA. EVEN IF THE CLIENT REQUEST THAT AES USE A LEVEL OF CARE, AES CANNOT AND WILL NOT GUARANTEE THAT NO DAMAGE WILL OCCUR. THE BURN AREA IS DEFINED AS THAT AREA DESIGNATED BY THE CLIENT AND AGREED TO BY AES WHERE PRESCRIBED BURNING SHALL BE CONDUCTED.

• Watering as necessary after plant, seed, shrub or tree installation is not included above. **Damage to planting including tree & shrub installation that is due to failure to water is excluded from any warranty.** Applied Ecological Services can provide such watering service subject to additional cost, pursuant to a written modification of the Contract, signed by both parties.

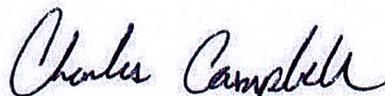
Fees:

• Fees for all tasks and services are based on the unit cost and/or lump sum prices as set forth above. All rates are current for six months from the date of the signed agreement.

• Applied Ecological Services reserves the right to place a lien on the owners property if payment for work has not been received within 10 days of past due status.

• In an emergency, the Applied Ecological Services shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Contract price and/or Contract time resulting from the actions of Applied Ecological Services in an emergency situation shall be equitably adjusted.

• Upon the written request of Applied Ecological Services, prior to commencement of the work and thereafter at the written request of AES, the owner/client shall provide Applied Ecological Services with reasonable evidence of owner/client's ability to fund the project. Evidence of such financing shall be a condition precedent to AES's commencing or continuing work. Applied Ecological Services shall be notified prior to any material change in Project financing or material change in owner/client's ability to fund the work.



Chuck Campbell

Project Estimator

APPLIED ECOLOGICAL SERVICES, INC.

Troy Anderson

Project Director

APPLIED ECOLOGICAL SERVICES, INC.



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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 23, 2012

TO: Chairman Michael Orth, Board of Park Commissioners
FROM: Jeff Warnock, Park Superintendent
RE: 2012 Special Events – Park Administrative Approvals

The following is a list of those 2012 events that have met the criteria to be approved by the Park Superintendent.

| EVENT | DATE | LOCATION |
|-------------------------------------------------------------------------|---------|-------------------------------------|
| Eggs in the Park – The Fellowship Church | April 7 | Lincoln Park/Orbiletti Center |
| Outdoor Mass – Kenosha Serra Club/CYO Band | July 1 | Pennoyer/Sesquicentennial Bandshell |
| 9 th Annual Car Show Fund raiser to Benefit Wounded Warriors | Sept 2 | Simmons Island Park |
| Great Lakes Watercross/Pro Tour Promotions | Aug 3-5 | Pennoyer Park Beach |

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 Kenosha #2 Foursquare Church (AKA: The Fellowship Church)

Contact Person who is responsible for event: Pat Diment or Pastor David Ferguson

Address: 6758 14th Ave

City/State/Zip Kenosha, WI 53143

Daytime # Pat (262) 705-5660 David (262) 960-3954 Evening # Pat (262) 654-7827 David (262) 764-2236 Cell# Pat (262) 705-5660 David (262) 960-3954

Fax # E-mail: Pat: homskolmom@aol.com David: dfnotary@wi.rr.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 94-3232641

EVENT INFORMATION

Name of the Event: Eggs' In The Park

Date Requested: April 7th, 2012 Rain Date

Location Requested: Lincoln Park Community Center Estimated Attendance 250-350

Charitable Event: X No Yes, Proceeds donated to

Brief Description of the Event: Eggs in the Park is a family-friendly event held in and around the Lincoln Park Pavilion each spring on the Saturday before Easter. The event consists of an egg hunt for children between the ages of 2 and 10 (divided into 3 age groups: 2-4, 5-7, and 8-10), games, giveaways, raffles, crafts, and refreshments for parents and children. Each age group has its own designated hunt area, and prize winners. Prize slips are found in plastic eggs during the hunt.

Set up date and time: April 7th beginning @ 8:00 am

Time of Event: Beginning @ 10:00 am & Ending @ 12:00 noon

Take down date and time: Beginning @ 12:00 noon & Ending @ 1:00 pm

FOR OFFICE USE ONLY:

Application Packet Received Administrative/Commission Approval

Copies sent to: Alderman Dirk Police

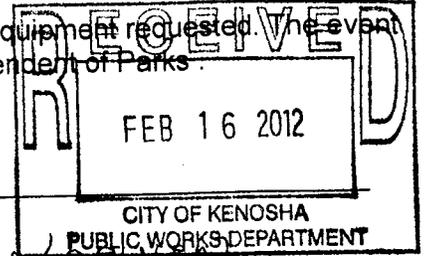
Other:

SPECIAL EVENT APPLICATION
CITY OF KENOSHA - PARK DIVISION

PAID

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 Kenosha Serra Club

Contact Person who is responsible for event: Bernadette Lasky

Address: 3518A 7th AVENUE

City/State/Zip Kenosha, WI 53140

Daytime # 262 694-1830 Evening # SAME Cell# N/A

Fax # N/A E-mail: lasky/cewen@msn.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 390201010

EVENT INFORMATION

Name of the Event: Outdoor MASS

Date Requested: 7/1/12 Rain Date N/A

Location Requested: Penneyer Park Estimated Attendance 800-1000

Charitable Event: No Yes, Proceeds donated to N/A

Brief Description of the Event: Outdoor Catholic MASS ON BARDSELL at 10:00 AM preceded by 9:30 AM MUSIC by CYO BAND AND City Wide CHOIR.

Set up date and time: 7/1/12 - 6:30 AM

Time of Event: 9:30 AM - MUSIC - 10:00 MASS

Take down date and time: 7/1/12 - NOON

FOR OFFICE USE ONLY:

Application Packet Received 2-16-2012 Admin. Or Commission Approval [Signature]

Copies sent to: Alderman _____ Dirk _____ Police _____

Fire: _____ Public Works (Admin/Streets): _____

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 SOUTHERN WISCONSIN ALL AIRBORNE CHAPTER
82ND AIRBORNE DIVISION ASSOCIATION INC

Contact Person who is responsible for event: NICK PULERA

Address: 7527-19TH AV

City/State/Zip KENOSHA, WI. 53143-5842

Daytime # 262-656-1193 Evening # SAME Cell#

Fax # E-mail:

Is the Host Organization a 501(c)-3? Yes, provide ES# NO

EVENT INFORMATION

Name of the Event: 9TH ANNUAL CAR SHOW FUND RAISER TO BENEFIT WOUNDED WARRIORS

Date Requested: SEPT. 2ND 2012 Rain Date

Location Requested: SIMMONS ISLAND Estimated Attendance 1000+

Charitable Event: No X Yes, Proceeds donated to WOUNDED WARRIORS

Brief Description of the Event: SEE ATTACHED SHOW FLYER

Set up date and time: SEPT. 2ND 2012 6AM

Time of Event: 8AM - 4PM

Take down date and time: 4:30PM

FOR OFFICE USE ONLY:

Application Packet Received 2-17-12 Admin. Or Commission Approval

Copies sent to: Alderman Dirk Police

Fire: Public Works (Admin/Streets):

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 Pro Tour Promotions

Contact Person who is responsible for event: Scott Hlyke

Address: 3806 Tulare Ave

City/State/Zip Madison WI 53714

Daytime # _____ Evening # _____ Cell# 608-575-3037

Fax # _____ E-mail: GreatLakesWatercross@hlye.com

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

EVENT INFORMATION

Name of the Event: Great Lakes Watercross

Date Requested: Aug 3, 4 and 5 2012 Rain Date _____

Location Requested: Pennoyer Park Estimated Attendance 70

Charitable Event: No _____ Yes, Proceeds donated to _____

Brief Description of the Event: Around Watercross Race. Will use park to put competitors vehicles and set up on shore for on water race

Set up date and time: Aug 3 2012 6:00am to 8:30 pm

Time of Event: 7:00 am - 6:00 pm

Take down date and time: After Small Race on Aug 5th approx 5:30pm

FOR OFFICE USE ONLY:

Application Packet Received _____ Admin. Or Commission Approval _____

Copies sent to: Alderman _____ Dirk _____ Police _____

Fire: _____ Public Works (Admin/Streets): _____



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks 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 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

February 24, 2012

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *CMH*
Director of Engineering

Cc: Eric Haugaard
District 1

G. John Ruffolo
District 4

Subject: *Peorio Park Enhancements Near Nature Center*

BACKGROUND INFORMATION

Staff has completed the DNR requirement for filling the Peorio Pond due to the Red Swamp Crayfish. The final grading, seeding, and fertilizing will be completed this spring. Staff has been discussing some options for the final use of this location due to its proximity to the parking lot, nature center, neighborhood and school.

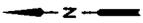
Staff is recommending negotiating a contract with SAA Design Group to develop a concept plan for a development of an ice rink and nature themed playground area. The proposed playground area is an interpretive nature playground with educational signage. If installed would be the first installation in Wisconsin and upper Midwest.

Since this area was unexpectedly modified due to the invasive species and not included in the 2012 CORP plan staff would like to discuss possible options.

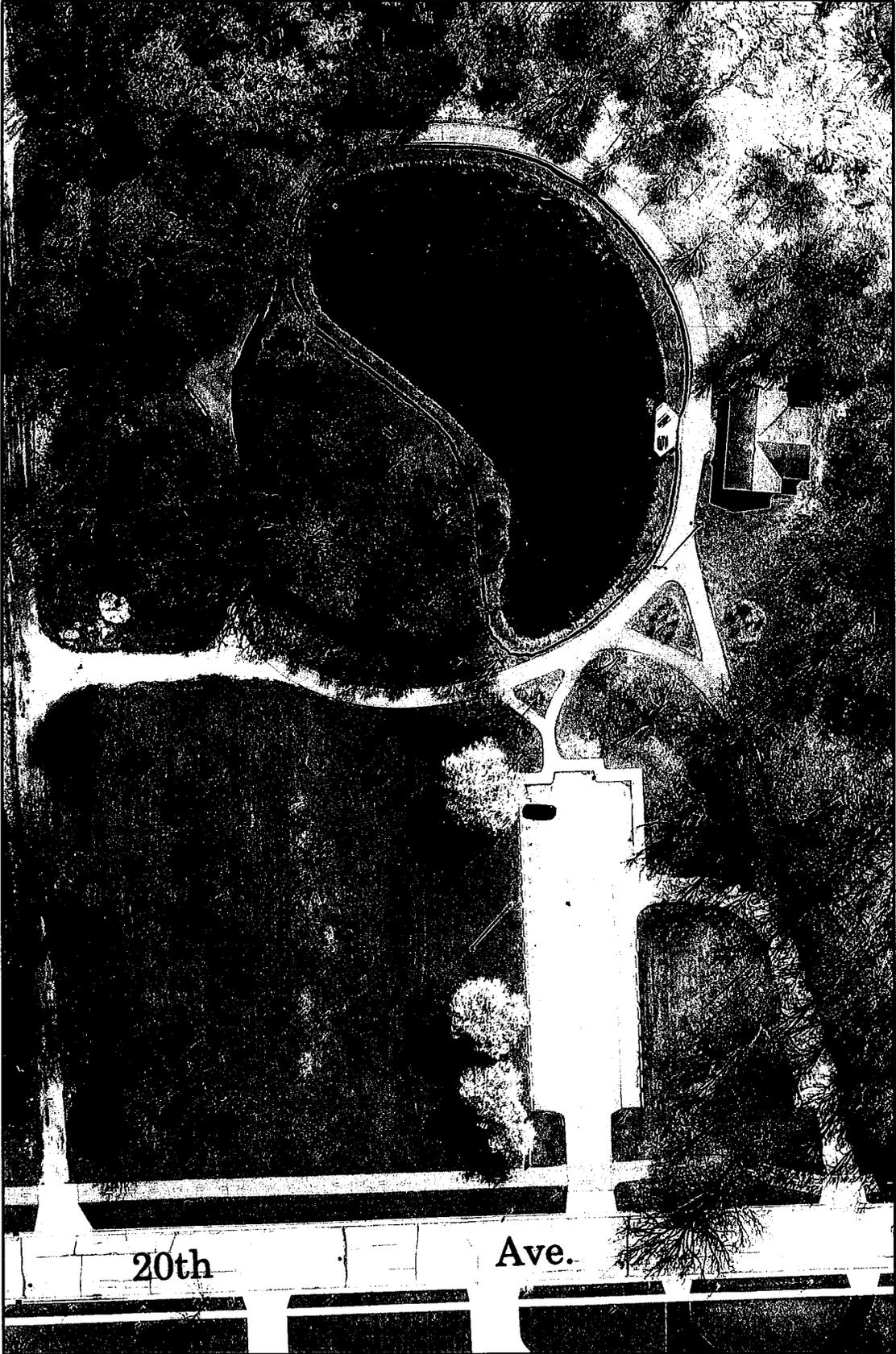
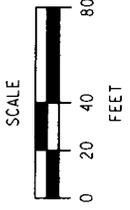
Attached is an aerial map of the location for your use. Also, more playground information is available at <http://www.gametime.com/play-systems/play-trails>.

RECOMMENDATION

Informational Only – No Action Required.



FORMER POERIO POND AREA



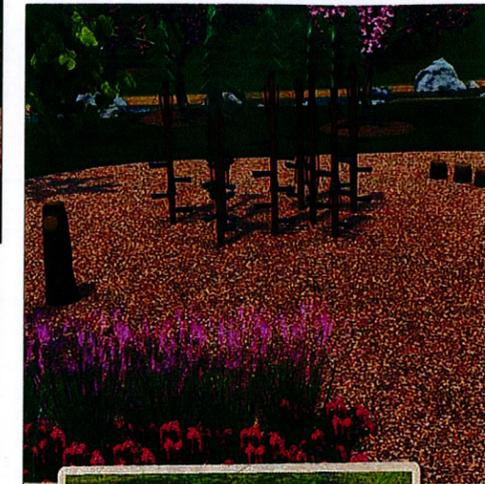
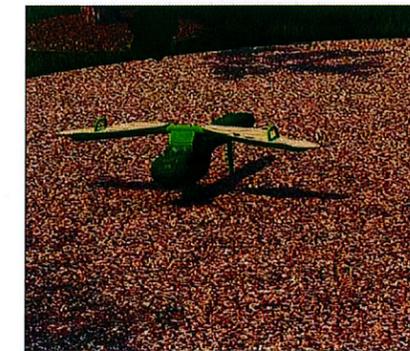
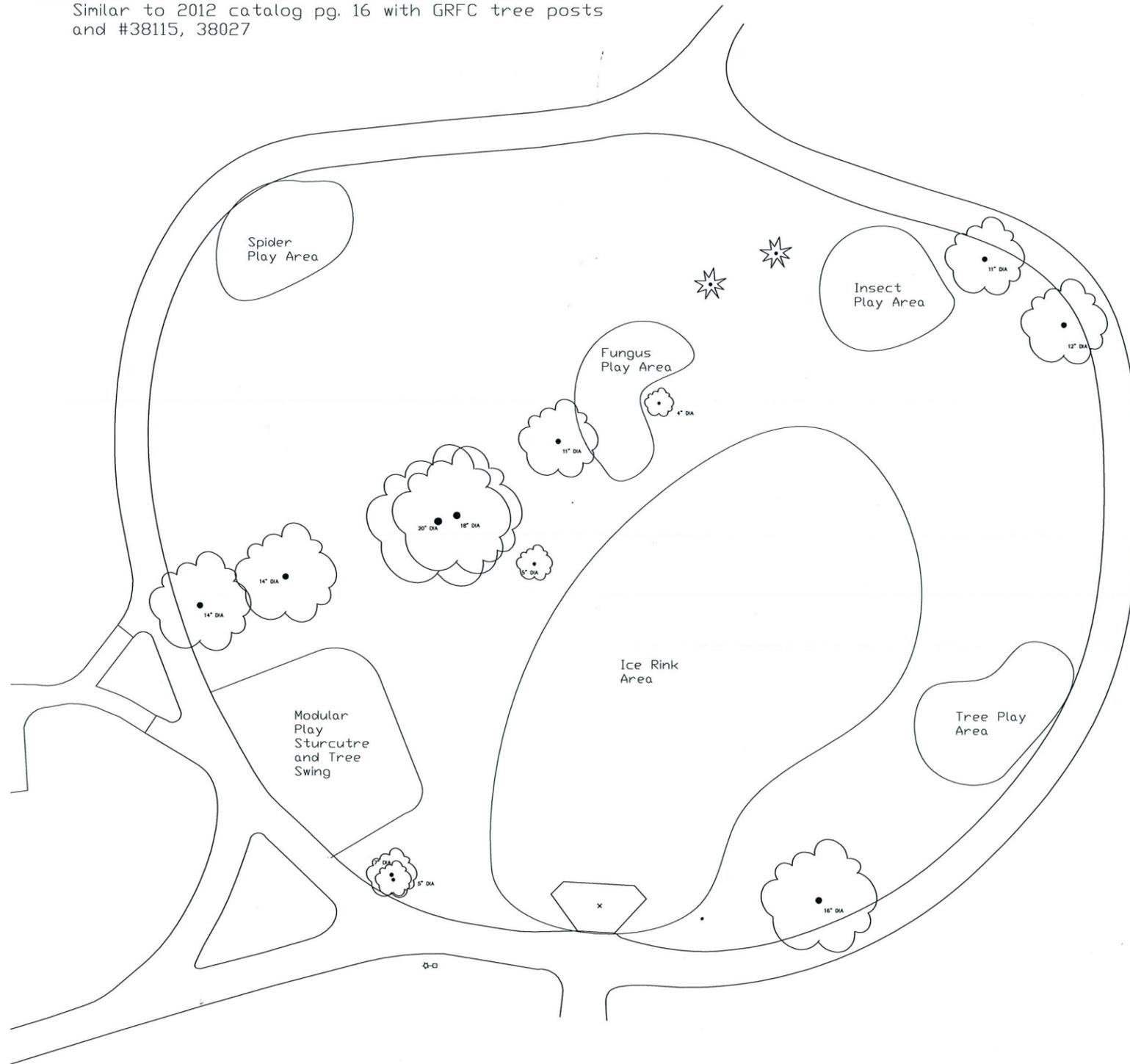
Spider Play Area
#38001, 38026,38056

Fungus Area
#38110 (5), 38109, 38112, 38051

Insect Area
#38000, 38024, 38008, 38023, 38018(2)

Tree Area
#38019(2), 38031(2), 38049, 38111(2)

Modular Structure
Similar to 2012 catalog pg. 16 with GRFC tree posts
and #38115, 38027



Professional Seal

Revision _____ Date _____

Project Name

**POERIO PARK
PLAYGROUND
AND ICE RINK**

**KENOSHA,
WISCONSIN**

Drawn By: BT
Checked By: BT
File: XX
Issued For: INFORMATION
Date: 12_0223
Project No. 2470.03

Sheet Title
CONCEPT PLAN

N
0 20 40
Sheet Number

XX

Information #3

February 24, 2012

TO: Michael Orth
Park Commission Chairman

FROM: Shelly Billingsley, P.E.
Director of Engineering

SUBJECT: Project Status Report

- Project #10-1415 Lakefront Water Feature** - Plans are completed and bids will be received on March 7th. [stantec (formerly Bonestroo)] (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** – Consultant services for the design work associated with the grants and the work identified in the CORP will begin upon the execution of the Master Contract. Priority will be first given to Strawberry Creek, Anderson Pool and the projects that have received grant funding. (Citywide)
- Project #11-1416 Petzke Park Mass Grading** –The parking lot has received the base material and will be paved in the spring. The contractor is working when they can due to the weather conditions. Construction is scheduled to be completed in early July. [BCF Construction] (1)
- Project #11-1417 Strawberry Park Mass Grading** – Design work on the master plan implementation has begun. [SAA Design Group] (16)
- Project #11-1419 Park Fee Study** – The report is 90% complete. Staff is reviewing the draft document and making additional changes and adding data. The next step will be to discuss possible recommendations for inclusion into a section of the report. Staff is anticipating that the draft document will be given to Park Commissioners in May. (Citywide)
- Project #11-1421 Southport Beachhouse Restoration (Wisconsin Coastal Management Grant)** – Consultant services for the design work associated with this project will begin after a kickoff meeting. [Enberg Anderson] (12)
- Project #11-1422 Peorio Pond Invasive Control (DNR/EPA Grant)** – The pond has been filled with clay, stone and topsoil per WDNR requirements. The existing site has been sprayed with Polymer to keep the soil from eroding during the winter months and to allow for the fill to settle. In spring the site will be re-graded, seeded, fertilized and mulched for final restoration. (1 and 4)
- Project #11-1423 Southport Shoreline Repair** – Staff has submitted for the shoreline maintenance permit and once obtained will begin rebuilding the shoreline in Southport Park. (12)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** – [AECOM] Plans are completed and bids will be received on March 7th. [AECOM] (SWU) (1)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** –Staff is nearing completion of a contract with the City of Racine Health Department for the monitoring and testing work associated with this grant. Upon completion of the contract it will be presented to the Committee. (SWU) (1 and 4)
- Project #12-1414 Anderson Pool Modifications and Splash Pad** – Design work on the master plan implementation has begun. Preliminary plans from SAA are expected next week. [SAA Design Group] (9)
- Project #12-1425 Washington Park Pool Stair Modifications** – Per Health Department Inspection the stairs to the slides at Washington Pool need repair. Staff is currently advertising for request for quotes. Quotes are due March 7, 2012. (6)
- Design Work-** Staff is working on the following projects:
Revisions to the Google Map, Tree Contracts, Strawberry Creek Trail and Shelter Grant, Sunrise Park Trail Grant, Southport Park Trail Grant, Simmons Island Park Boardwalk Grant, Shagbark Trail Grant, Poerio Pond Play Area.