

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, March 10, 2014 - 5:00 pm

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

Call to Order
Roll Call

Approval of the minutes of the meeting held on February 24, 2014.

1. Request from Pamela Usinger to serve fermented malt beverages for a wedding reception picnic on Saturday, June 14, 2014 at Nash Park Shelter. *(District 11)*
2. Request from the Friends of the Kenosha Art Association to hold their “Good Old Summertime Art Fair” on Sunday, June 1, 2014 at Civic Center Park. *(District 2)*
3. Request from Mt. Carmel Parish to hold their 2014 festival on July 11-13, 2014 *(rain dates of July 18-20, 2014)* at Columbus Park *(District 7)*:
 - a. To extend the closing time on Friday and Saturday to 11:00 pm
 - b. To sell fermented malt beverages
4. Request from Holy Assembly Church to hold their “Holy Assembly Back to School Bash” on Saturday, August 23, 2014 *(rain date of Saturday, August 30, 2014)* at Lincoln Park. *(District 12)*
5. Request from the Hope Council on Alcohol & Other Drugs Abuse, Inc. to hold their “Rally for Recovery” on Saturday, September 27, 2014 at Pennoyer Park and the Bandshell. *(District 1)*
6. Approve Request from the World Skydiving Center for use of Alford Park for:
 - a. parachute landing at Alford Beach
 - b. portable toilet unit at the site
 - c. temporary cover on the ground
 - d. dock a small boat off the beach*(District 1)*
7. Request from Rotary Club of Kenosha West for their Softball Tournament on July 11-13, 2014 *(rain dates of July 18-20, 2014)* at Lincoln Park *(District 12)*:
 - a. To extend the time of the tournament to 11:00 pm on Friday & Saturday
 - b. Allow musical entertainment until 10:00 pm
 - c. To extend the serving of fermented malt beverages to 10:30 pm on Friday & Saturday
8. Resolution by Alderperson Keith W. Rosenberg – To Request The Board Of Park Commissioners To Locate And Construct A Dog Park In Anderson Park. *(Referred from Council on 3/3/14)*

9. Change Requests.

INFORMATIONAL ITEMS:

1. 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 24, 2014

A meeting of the Board of Park Commissioners was held on Monday, February 24, 2014 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:37 pm by Acting Chairman Kennedy.

At roll call, the following members were present: Commissioners Schwartz, LaMacchia, and Mathewson. Chairman Orth was excused. Staff members in attendance were Michael Lemens, Director of Public Works; Cathy Austin, Assistant City Engineer; Jeff Warnock, Parks Superintendent; Deputy Police Chief Dan Miskins; Alderperson Curt Wilson; Alderperson G. John Ruffolo and Alderperson Patrick Juliana..

It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve the minutes from the meeting held on Monday, February 10, 2014. Motion carried unanimously.

1. Request from the Kenosha Serra Club to hold their outdoor mass on Sunday, June 29, 2014 at Pennoyer Park. *(District 1)*
It was moved by Commissioner Mathewson, seconded by Commissioner Schwartz, to approve.
Staff: Jeff Warnock spoke.
It was then moved by Commissioner Schwartz, seconded by Commissioner Schwartz to take a 5-minute recess. The Committee recessed for a few minutes and reconvened.
Motion to approve carried unanimously.
2. Request from the Kenosha County Historical Society to hold 2014 "Kenosha Homecoming Car Show" on Monday, July 21, 2014 through Monday, July 28, 2014 at Kennedy Park and part of Pennoyer Park. *(District 1 & 2)*
It was moved by Commissioner Mathewson Mathewson, seconded by Commissioner LaMacchia, to approve.
Staff: Jeff Warnock spoke.
Motion to approve carried unanimously.
3. Request from the Midwest Street Machine and Vintage Car Club to hold their "Father's Day Car Show" on Sunday, June 15, 2014 at Baker Park. *(District 3)*
It was moved by Commissioner Mathewson, seconded by Commissioner Schwartz, to approve. It was then moved by Commissioner Mathewson, seconded by Commissioner LaMacchia to open up to a public hearing.
Public Hearing: Tony Pontillo spoke.
Motion to approve carried unanimously.
4. Acceptance of Project 12-1420 Shagbark Park Trail Development *(3900 Block of 39th Avenue, which has been satisfactorily completed)* by Western Contractors, Inc. *(New Berlin, Wisconsin)* in the amount of \$248,423.26. *(Park Funds Only) (District 10)*
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve.
Staff: Michael Lemens spoke.
Motion to approve carried unanimously.
5. Change Requests.
It was moved by Commissioner Mathewson, seconded by Commissioner LaMacchia to receive and file.
Motion carried unanimously.

INFORMATIONAL ITEMS:

1. Project Status Report
2. Approved 2014 Special Events by the Park Superintendent – Jeff Warnock spoke.

SUPERINTENDENT COMMENTS: Jeff Warnock commented on the snow plowing and what the Parks Division has been doing to help out with that. Michael Lemens said it's been a success and very proud of what we've been able to do with the snow plowing.

COMMISSIONER COMMENTS: Commissioner LaMacchia asked questions about the toolcats. Acting Chairman Kennedy thanked for the update on snow plowing.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 6:03 pm.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
Director of Engineering

PARK DIVISION
JEFF WARNOCK
Superintendent

FLEET MAINTENANCE
MAURO LENCI
Superintendent

STREET DIVISION
JOHN H. PRIJIC
Superintendent

WASTE DIVISION
ROCKY BEDNAR.
Superintendent

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

March 4, 2014

TO: Chairman Michael Orth, Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

RE: Fermented Beverage Permit

A request from Pamela Usinger has been received for permission to serve fermented malt beverages during their event on Saturday, June 14, 2014 at Nash Park picnic shelter.

The request is being forwarded to the commission for approval, due to the ordinance that states only Washington, Alford and Kennedy Parks are designated as picnic areas that allow a permittee to serve fermented malt beverages with the Park Use Agreement. The commission may approve other parks as requested by an individual/organization.

Recommendation: To approve the request to serve fermented malt beverages.

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

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

Phone: 653-4080
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>\$ 100</u>	Beer: _____	Deposit: <u>—</u>	Total Due: _____
Receipt #: <u>107446</u>	By: <u>[Signature]</u>	Zimbra: <input checked="" type="checkbox"/>	Park Calendar: _____
Access Database: _____	Date Paid & Permit Issued: _____		

INSTRUCTIONS:

- Please Print (blue or black ink)

Permitee Name: Pamela L Usinger
Person authorized to sign this agreement on behalf of the organization.

Organization Name: _____

Address: 5305-63 street city: Kenosha State: WI Zip: 53142

Daytime Phone: (462) 914-8466 Alternate Phone: _____

FACILITY REQUESTED: NASH Park

Event Date: Sat. June 14th, 2014

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

Attendance: 100 (Number of people) Time requested: From: 3:00 to 10:00 pm
(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) X (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.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

March 5, 2014

Pamela Usinger
5305 63rd Street
Kenosha, WI 53142

RE: A beer permit request for the Nash Park Shelter on Saturday, June 14, 2014

To whom it may concern:

Your request for a beer permit for the Nash Park Shelter on Saturday, June 14, 2014 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, March 10, 2014
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact the Superintendent of Parks Jeff Warnock at 262-653-4050.

Sincerely,

Diane S. Hoff
Secretary of the Parks Commission

cc: Board of Parks Commission
Michael M. Lemens, Director of Public Works – w/a
Shelly Billingsley, Director of Engineering – w/a
Jeff Warnock, Superintendent of Parks – w/a

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 – 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

March 3, 2014

TO: Chairman Michael Orth, Board of Park Commissioners

FROM: Mayor Bosman

RE: KAA Good Old Summertime Art Fair

The Kenosha Art Association is requesting from the Parks Commission the use of Civic Center Park for their Good Old Summertime Art Fair from 10 a.m. to 4 p.m. Sunday, June 1, 2014. Set up will take place beginning at 6 a.m. and take down will be complete by 7 p.m. June 1. They plan to have live music and public amplification.

Recommendation: Approval of the use of Civic Center Park for the KAA's June 1 Good Old Summertime Art Fair.

**SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PUBLIC WORKS/PARK DIVISION**

JAN 16 2014

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, Public Works and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Friends of the Kenosha Art Association
Contact Person who is responsible for event: Pat Koesser
Address: 5615-7th Ave
City/State/Zip Kenosha WI 53140
Daytime # 262-654-0065 Evening # 262-945-9675 Cell# 262-945-9675 ^{Best}
Fax # _____ E-mail: kenoshaartassoc@yahoo.com
Is the Host Organization a 501(c)-3? Yes, provide ES# _____

EVENT INFORMATION

Name of the Event: Good Old Summertime Art Fair
Date Requested: June 1 6am-8pm Rain Date —
Location Requested: Civic Center Park Estimated Attendance 2,000-4,000
Charitable Event: — No X Yes, Proceeds donated to F of KAA
Brief Description of the Event: Art Fair with about 90 booths of artist + crafters. Also musical entertainment + food vendors

RECEIVED

Set up date and time: 6am-7pm
Time of Event: 10am-4pm
Take down date and time: 4pm-7pm

JAN 28 2014

**CITY OF KENOSHA
ADMINISTRATION**

FOR OFFICE USE ONLY:

Application Packet Received _____ Admin. Or Commission Approval _____
Copies sent to: Alderperson _____ Dirk _____ Police _____
PW Admin _____ PW-Streets: _____ Kris _____
Park Calendar _____ Zimbra YES.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

March 5, 2014

Pamela Usinger
5305 63rd Street
Kenosha, WI 53142

RE: A beer permit request for the Nash Park Shelter on Saturday, June 14, 2014

To whom it may concern:

Your request for a beer permit for the Nash Park Shelter on Saturday, June 14, 2014 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, March 10, 2014
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact the Superintendent of Parks Jeff Warnock at 262-653-4050.

Sincerely,

Diane S. Hoff
Secretary of the Parks Commission

cc: Board of Parks Commission
Michael M. Lemens, Director of Public Works – w/a
Shelly Billingsley, Director of Engineering – w/a
Jeff Warnock, Superintendent of Parks – w/a

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 – 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

March 6, 2014

TO: Chairman Michael Orth, Board of Park Commissioners

FROM: Mayor Bosman

RE: Mt. Carmel Parish Summer Festival

Our Lady of Mount Carmel Parish is requesting from the Parks Commission the use of Columbus Park July 11-13 for their parish summer festival, and also permission for serving fermented malt beverages. Set up will take place beginning the morning of July 9. Take down will take place the morning of July 14. Festival hours will be 5 to 11 p.m. July 11, 3 to 11 p.m. July 12 and 2 to 10 p.m. July 13. They are planning to have amplification of live music.

Recommendation: Parks Commission approval of use of Columbus Park July 11-13 for their parish summer festival.

**SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PUBLIC WORKS/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, Public Works and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Our Lady of Mt. Carmel Parish

Contact Person who is responsible for event: Tom Rizzo

Address: 2750-11th PLACE Unit 508

City/State/Zip Kenosha, WI. 53140

Daytime # 262-595-0525 Evening # 262-595-0525 Cell# 262-818-3540

Fax # 262-652-2542 E-mail: TRR1603@HOTMAIL.COM

Is the Host Organization a 501(c)-3? Yes, provide ES# 000273

EVENT INFORMATION

Name of the Event: Mt. Carmel Parish Summer Festival

Date Requested: July 11, 12, 13 2014 Rain Date July 18-20, 2014

Location Requested: Columbus Park Estimated Attendance 2000

Charitable Event: No Yes, Proceeds donated to Mt. Carmel Parish

Brief Description of the Event: 67th ANNUAL Mt. Carmel Summer Festival. Food, Drink, Games, Entertainment

Set up date and time: July 9, 2014 set-up starting early morning

Time of Event: Approx. Times July 11th 5-10pm July 12th 3-11pm July 13th 2-10pm

Take down date and time: Monday July 14, 2014 early morning till finished

FOR OFFICE USE ONLY:

Application Packet Received 12-19-13 Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

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

Park Calendar _____ Zimbra yes

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

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

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

yes/no Water: Varies by location

PARK DIVISION:

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

of Benches 60 # of Picnic Tables 50 # of extra trash containers 50

* # of Barricades _____ Any Bleachers NO Any Reviewing Stands NO

Showmobile New _____ Old _____

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

Other Special Requests: ** The number of BARRICADES & SNOW FENCING is determined every year when I meet with guys the week before set-up*

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

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

of Parking Signs _____ Organization responsibility:

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

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

See Attached Fees Schedule

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

Please review Item #8 in the Policy/Procedure Manual

Name of Event Mt. Carmel Summer Festival
Park Requested Columbus Park Date of Event: July 11-12-13

**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: _____

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 Division 30 days prior to the event.

Insurance Company _____

Signature

Vendor Signature _____ Date _____

**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 Mt. CARMEL Summer Festival

Location of Event: Columbus Park Date of Event July 11-12-13

Contact Person Tom Rizzo

Type of Amplified Sound

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

Requested time of amplification: Start: July 11 Ending July 12 4:00 PM - 11:00 PM
Approx 5:00 PM - 10:00 PM July 13 2:00 PM - 10:00 PM

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

Matt Miller

Daytime # _____ Evening # _____ Cell # 262-945-1817

Aldersperson notification

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

_____ Yes No Date: _____

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

FERMENTED MALT BEVERAGE SALES APPLICATION
CITY OF KENOSHA – PARK DIVISION

Name of Event: Mt. Carmel Summer Festival
Location of Event Columbus Park Date of Event July 11-12-13
Name of Group Responsible Mt. Carmel Parish
Person that is Responsible for License and Regulations Tom Rizzo
Address 1919-54th Street
Daytime # 595-0525 Evening # 595-0525 Cell # 818-3540

Beer Selling Permit Information

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

Steve Acerbi
Lee Bodah

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

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

No Yes, Indicate Application Date: _____

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

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?

No Yes, Indicate Application Date: _____

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



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

March 7, 2014

Our Lady of Mt. Carmel Parish
Attn: Tom Rizzo
2750 11th Place Unit 508
Kenosha, WI 53140

RE: Park use for a Mt Carmel Parish Festival at Columbus Park

To whom it may concern:

Your request for park use at Columbus Park for a the Summer Festival on July 11, 2014 through July 13, 2014 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, March 10, 2014

5:00 p.m.

Room 204

Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact the Community Relations Liaison Kris Kochman at 262-653-4177 or kkochman@kenosha.org.

Sincerely,

Diane S. Hoff

Secretary of the Parks Commission

cc: Board of Parks Commission
Michael M. Lemens, Director of Public Works – w/a
Shelly Billingsley, Director of Engineering – w/a
Jeff Warnock, Superintendent of Parks – w/a
via email tar1603@hotmail.com

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 – 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

March 3, 2014

TO: Chairman Michael Orth, Board of Park Commissioners

FROM: Mayor Bosman

RE: Holy Assembly Back to School Bash

Holy Assembly Church is requesting from the Parks Commission the use of Lincoln Park for their Back to School Bash beginning at 10 a.m. Saturday, Aug. 23, 2014. Set up will take place beginning at 6 a.m. and take down will be complete by 10 p.m. Aug. 23.

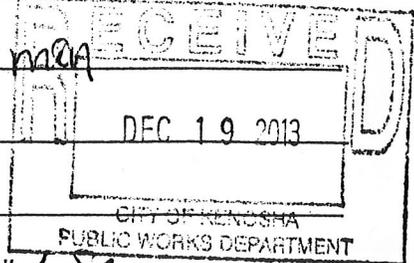
Recommendation: Approval of the use of Lincoln Park for the Holy Assembly Back to School Bash Saturday, Aug. 23, 2014.

**SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PUBLIC WORKS/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, Public Works and/or the Superintendent of Parks .

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Holy Assembly Church
Contact Person who is responsible for event: Shannon Harman
Address: 6029 18th Ave
City/State/Zip Kenosha, WI 53143
Daytime # 262-605-0707 Evening # 262-909-0703 Cell# Same
Fax # _____ E-mail: SignofSalvation@Hotmail.Com
Is the Host Organization a 501(c)-3? Yes, provide ES# yes



EVENT INFORMATION

Name of the Event: Holy Assembly Back to School Bash
Date Requested: August 23rd 2014 Rain Date August 30th 2014
Location Requested: pavillion (Lincoln Park) Estimated Attendance Approx 900
Charitable Event: No Yes, Proceeds donated to underprivileged Children
Brief Description of the Event: Providing School Supplies for needy children in the community. Also give haircuts by local barbershops.
Set up date and time: August 23rd 6AM (6:00AM)
Time of Event: 10:00AM
Take down date and time: August 23rd 10:00pm

FOR OFFICE USE ONLY:

Application Packet Received 12-19-13 Admin. Or Commission Approval _____
Copies sent to: Alderperson _____ Dirk _____ Police _____
Fire: _____ PW Admin _____ PW-Streets: _____ Kris
Park Calendar _____ Zimbra Kenosha Picnic
(yes) -



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

March 7, 2014

Holy Assembly Church
Attn: Sharon Harmen
6029 18th Ave
Kenosha, WI 53143

RE: Park use for a Back to School Bash at Lincoln Park

To whom it may concern:

Your request for park use at Lincoln Park for a Back to School Bash event on Saturday, August 23, 2014 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, March 10, 2014
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact the Community Relations Liaison Kris Kochman at 262-653-4177 or kkochman@kenosha.org.

Sincerely,

Diane S. Hoff
Secretary of the Parks Commission

cc: Board of Parks Commission
Michael M. Lemens, Director of Public Works – w/a
Shelly Billingsley, Director of Engineering – w/a
Jeff Warnock, Superintendent of Parks – w/a

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 – 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

March 3, 2014

TO: Chairman Michael Orth, Board of Park Commissioners

FROM: Mayor Bosman

RE: Hope Council Rally for Recovery

Hope Council is requesting from the Parks Commission the use of Pennoyer Park and the bandshell for their Rally for Recovery from 9 a.m. to 5 p.m. Saturday, Sept. 27, 2014. Set up will take place beginning at 8 a.m. Sept. 27 and take down will be complete by 6 p.m. Sept. 27. They plan to have live music and public amplification.

Recommendation: Approval of the use of Pennoyer Park and the bandshell for the Rally for Recovery Saturday, Sept. 27, 2014

SPECIAL EVENT APPLICATION
CITY OF KENOSHA - PARK DIVISION

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

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Hope Council on Alcohol & Other Drug Abuse

Contact Person who is responsible for event: Guida Brown

Address: 5942 - 6th Avenue

City/State/Zip Kenosha, WI 53140

Daytime # (262) 658-8166 Evening # (262) 652-1964 Cell# (262) 914-1820

Fax # (262) 658-8210 E-mail: guida@hopecouncil.org

Is the Host Organization a 501(c)-3? Yes, provide ES# YES ES6499

EVENT INFORMATION

Name of the Event: Bally For Recovery

Date Requested: Sept. 27, 2014 Rain Date _____

Location Requested: Bandshell/Pennoyer Park Estimated Attendance 200

Charitable Event: No Yes, Proceeds donated to Recovery Community/Club Breakaway Hope Council/others

Brief Description of the Event: Walk, awareness event for recovery, fellowship, entertainment, perhaps food for sale (we understand the requirement of vendor permits + certificates of insurance)

Set up date and time: 8 AM 9/27/13 (Saturday)

Time of Event: 9 AM - 5 PM

Take down date and time: 5 - 6 PM 9/27/13 (Saturday)

FOR OFFICE USE ONLY:

Application Packet Received 12-6-13 Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

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

Bandshell-Zymbra

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

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

X
yes/no

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

yes/no

Water: Varies by location

PARK DIVISION:

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

of Benches ^{What's} Normally there # of Picnic Tables _____ # of extra trash containers _____

of Barricades _____ Any Bleachers _____ Any Reviewing Stands _____

Showmobile New _____ Old _____

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

Other Special Requests: _____

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

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

of Parking Signs _____ Organization responsibility:

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

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

See Attached Fees Schedule

**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: Rally for Recovery
Location of Event: Bandshell Date of Event: Sept. 27, 2014
Contact Person: Guida Brown

Type of Amplified Sound

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) Music from bands

Requested time of amplification: Start: 10 am Ending: 5 pm

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

David McGrath

Daytime # (262) 914-5703 Evening # (262) 552-1964 Cell # (262) 914-5703

Aldersperson notification

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

Yes No Date: emailed 12/3/13

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 – PUBLIC WORKS/PARKS**

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

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

Name of the Event: Rally for Recovery

Location of the Event: Bandshell / Kenoyes Park Date of Event Sept. 27, 2014

Name of Group/Organization providing the service To be determined

Contact Person _____

Address _____

Daytime # _____ Evening # _____ Cell # _____

Product or Service Sold

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

We haven't determined whether we'll have
vendors, but if we do, we want to ensure the
commission we know this form needs to be
completed.

If selling food, please indicate your Temporary Restaurant License # _____

Non-Food Item _____

Detail of Vendor Set-up

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

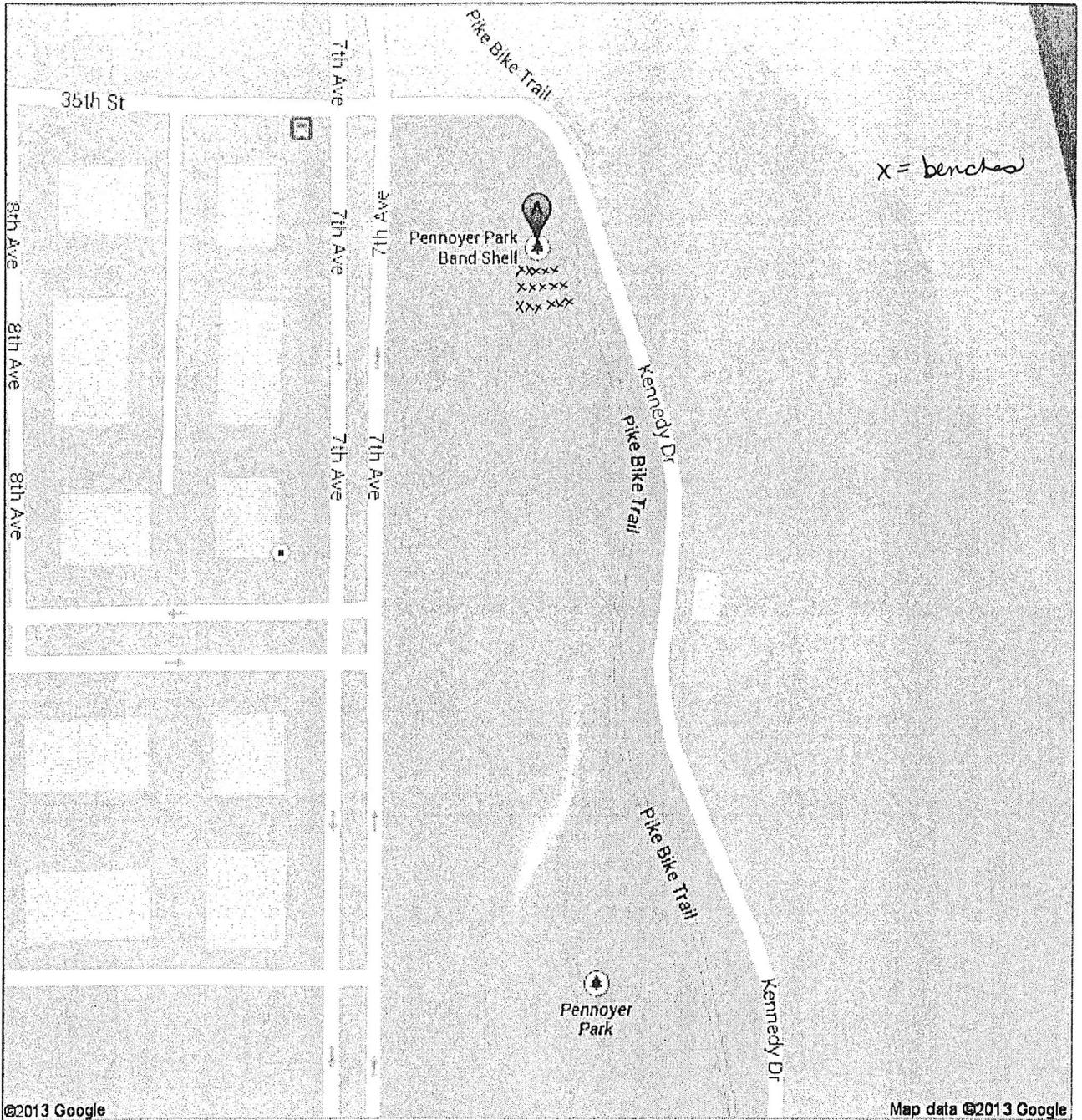
Insurance

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

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

Signature

Vendor Signature _____ Date _____



A. **Pennoyer Park Band Shell**
Kennedy Dr, Kenosha, WI



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

March 7, 2014

Hope Council on Alcohol & Other Drug Abuse
Attn: Guida Brown
5942 6th Ave
Kenosha, WI 53140

RE: Park use for a Rally for Recovery at Pennoyer Park and the Bandshell

To whom it may concern:

Your request for park use at Pennoyer Park and the Bandshell for a the Rally for Recovery event on Saturday, September 27, 2014 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, March 10, 2014
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to appear.

If you have any questions, you may contact the Community Relations Liaison Kris Kochman at 262-653-4177 or kkochman@kenosha.org.

Sincerely,

Diane S. Hoff
Secretary of the Parks Commission

cc: Board of Parks Commission
Michael M. Lemens, Director of Public Works – w/a
Shelly Billingsley, Director of Engineering – w/a
Jeff Warnock, Superintendent of Parks – w/a
via email guida@hopecouncil.org



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

February 4, 2014

TO: Chairman Michael Orth, Board of Park Commissioners
FROM: Jeff Warnock, Park Superintendent
RE: World Skydiving Center

A request has been received from Russell Goldman who owns and operates the World Skydiving Center. His plane is currently hangered at the Kenosha Airport where they would load passengers. This will be the second year for the activity. His requests include:

1. The request is to have the parachutes land in Alford Park on the open area just to the south of Carthage College.
2. Place a portable toilet unit at the site
3. Place a temporary cover for observers on the ground
4. Dock a small boat off the beach in the small chance there was a water landing.

Requirements would include:

1. Provide the proper insurance - as designated by the City Attorney for the company and parachutes, which names the City of Kenosha as an additional insured.
2. Provide a copy of instructor and company certifications.
3. Landings would only take place in the designated area as agreed upon with the Park Division.
4. Dates and approximate times of landings shall be given to the Park Division so that it can be forwarded to the Police Department.
5. Landings shall not occur during inclement weather, such as windy, low overcast, raining etc.
6. Portable units placed at the site are the responsibility of the company.
7. Provide to the Park Division a map showing the location of the portable unit and temporary shelter.

Recommendation:

To approve the request with all requirements listed above and those required by other City Departments as deemed necessary.

From: "russell goldman"
<russ@worldskydivingcenter.com>
To: mdurkee@kenosha.org
Sent: Monday, December 16, 2013 5:06:02 PM
Subject: Skydive on the beach this season

Hi Mary,

hope all is well. I am starting to plan for next season as we will be jumping by mid April weather pending. I was hoping that we will still be able to land on the beach near the college again this season. I look forward to hearing back from you. Happy Holidays.

Regards,

Russell Goldman

russ@worldskydivingcenter.com
www.worldskydivingcenter.com
262-652-7599

Phone: 653-4062
Cell: 945-4615

From: "russell goldman" <russ@worldskydivingcenter.com>

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

Sent: Wednesday, December 18, 2013 7:34:21 AM

Subject: Re: Skydive on the beach this season

Wonderful. . Would I be able to bring a portable toilet and a temporary covered shelter for observers on the ground?

Regards,

Russ

On Dec 18, 2013, at 7:13, Mary Durkee
<mdurkee@kenosha.org> wrote:

I do not see a problem - we will be discussing 2014 events in January
It worked well last year with no issues so I don't feel there will be
any questions

Mary Durkee
Park Operations Supervisor
Phone: 653-4062
Cell: 945-4615

Zimbra**mdurkee@kenosha.org**

Re: Skydive on the beach this season

From : Russ
<jumperuss@yahoo.com>

Wed, Jan 22, 2014 08:39 AM

P

Subject : Re: Skydive on the beach
this season

To : Mary Durkee
<mdurkee@kenosha.org>

Hi Mary,

Would I be able to dock a boat off the beach. In the small chance we had a water landing. As I mentioned before we want to bring a port o let and set up a tent to keep folks out of the sun.

Regards,

Russ

On Dec 18, 2013, at 8:38 AM, Mary Durkee
<mdurkee@kenosha.org> wrote:

yes

Mary Durkee
Park Operations Supervisor



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

March 7, 2014

To: Michael J. Orth, Chairman,
Park Commission

From: Jeff Warnock *JW*
Superintendent of Parks

Subject: Requests from the Rotary Club

BACKGROUND/ANALYSIS

Previous years working with the Rotary Club we have not had any problems. We have been assured by representatives of the Rotary Club that off duty police officers will be used as security throughout the tournament.

RECOMMENDATION

Staff recommends approval for use of Lincoln Park, extension of the time of the tournament to 11:00 pm on Friday and Saturday, allowing musical entertainment until 10:00 pm, and extension of the serving of fermented malt beverages to 10:30 pm on Friday & Saturday.

JW/dh



RECEIVED
MARCH 3

Rotary Club of Kenosha - West

Post Office Box 217
Kenosha, Wisconsin 53141

Subject: Rotary Club of Kenosha - West Softball Tournament

Dear Commission,

We at the Rotary Club of Kenosha West have been providing a softball Tournament at Lincoln Park for over the past 40 years. This is our largest event of the year at which time we earn monies to support many organizations within our great community. All proceeds are given directly back to the many organizations within our community that complete grant requests in advance of our tournament. Last year we gave back over \$20,000 dollars in grant money during this three day event. This amount as significant as it may seem, is actually well below previous year's revenue. This is due to many factors, including but not limited to the many other events that we compete against during the short summer months. Since the beginning of this fine community tournament, our beverage and operating permit has allowed us to sell Beer up until 9 pm. Several of these other venues we compete against during this time are allowed to serve until 10 or 11 pm offering some type of entertainment. It is our intent of the Rotary Club West and its committee members to bring this tournament back to the attendance and revenue level we had experienced in past years. We scheduled a meeting with Alderman Steve Bostrom whose district includes the Lincoln Park Neighborhood to discuss our current status and the changes we would like to make. Alderman Bostrom saw no issue with the changes we would like to make and gave us his full support in moving forward to you the commission for final approval.

With this said, we the committee and our membership are requesting an extension of time for our tournament. We would also like the opportunity to incorporate Musical entertainment into our tournament in the afternoon and early evening. We strongly feel this is a necessary ingredient to our continued success and established tradition we have created with this tournament. This will enable us to attract families that will have the opportunity to watch great Softball while listening to area musicians the same weekend, at the same location, all at no cost for anyone attending. We are requesting the approval to serve Beer until 10 pm on both Friday and Saturday evening. We will continue to stop sales of Alcoholic beverages at 9 pm on Sunday. With these minor changes we the committee and its membership feel confident we can improve on what we give back and continue to help and make Kenosha the City we are all proud to call home.

Sincerely,

Dave Jenkins

262-620-0585

Djenkins3@pfgc.com



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

March 7, 2014

To: Rocco L. LaMacchia, Sr., Chairman,
Public Works Committee

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

Subject: Resolution by Alderperson Keith W. Rosenberg – To Request The Board Of Park Commissioners To Locate And Construct A Dog Park In Anderson Park.

BACKGROUND INFORMATION

As a request from Alderperson Keith W. Rosenberg, the Legal Department has prepared the following Resolution to Request The Board Of Park Commissioners To Locate And Construct A Dog Park In Anderson Park.

RECOMMENDATION

Staff has not been consulted regarding this initiative, nor has staff studied the feasibility for siting a dog exercise area in Anderson Park. Therefore staff respectfully withholds recommendation at this time.

MML/dh

RESOLUTION _____

SPONSOR: ALDERPERSON KEITH W. ROSENBERG

**TO REQUEST THE BOARD OF PARK COMMISSIONERS
TO LOCATE AND CONSTRUCT A DOG PARK IN ANDERSON
PARK**

WHEREAS, a dog park in the City of Kenosha would provide a safe, clean fenced area where well behaved dogs and their responsible owners could exercise their dogs off-leash without endangering or annoying people, property, wildlife or themselves; and

WHEREAS, a dog park for the City of Kenosha had been previously considered such that funds were allocated and materials were purchased for construction of the City's first dog park; and

WHEREAS, the construction of the City's first dog park has been suspended to permit the City to identify a suitable location for the dog park; and

WHEREAS, Anderson Park, located at 8730 – 22nd Avenue, Kenosha, Wisconsin, consists of 95 acres, including a green space area located in the southeast portion of the park large enough for the construction of a dog park; and

WHEREAS, Anderson park is well suited to include a dog park due to its size, location and amenities which include ample off street parking.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha, Wisconsin, does hereby request the Board of Park Commissioners to consider Anderson Park for the location and construction of Kenosha's first dog park.

Adopted this _____ day of _____, 2014.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

March 7, 2014

To: Michael Orth, Chairman
Parks Commission

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

Subject: Change Request

BACKGROUND INFORMATION

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

RECOMMENDATION

Receive and file.

SB/dh

LAND LEASE AGREEMENT

This Agreement made this _____ day of _____, 2014, between the **City of Kenosha Board of Park Commissioners**, with its principal offices located at 3617 65th Street, Kenosha, Wisconsin 53142, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 7817 Sheridan Road, City of Kenosha, Kenosha County, Wisconsin, and being described as a 25 x 36 foot parcel containing 900 square feet (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from a public right-of-way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties. The initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand Dollars (\$18,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Lessor or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written

acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

The Parties acknowledge that this Land Lease Agreement is contingent upon the execution of a Master License Supplement between Kenosha Cellular Telephone, L.P. and LESSEE. If for any reason said Master License Supplement is terminated by either party, this Land Lease shall also terminate.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE is in breach of this Agreement or terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. Beginning on the first anniversary of the Commencement Date, and throughout the initial term and four (4) additional five (5) year terms, the annual rental shall increase each year on the anniversary of the Commencement Date by an amount equal to three percent (3%) over the annual rental payable for the immediately preceding year. Should LESSEE continue to occupy the Premises at the conclusion of such period of time the lease shall be on a month to month basis subject to the same terms and conditions set forth herein including, but not limited to, the annual 3% rental increases.

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use

the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with Paragraph 20 below. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

LESSEE 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) 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. The general liability and workers compensation 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 twenty (20) 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 have an AM Best Financial Strength Rating of "A-" or better. LESSEE 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.

Lessee or any subcontractor of LESSEE shall also have coverage in the amounts required of LESSEE. LESSEE'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". 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 twenty (20) days before any cancellation or changes take effect. Lessee shall provide Lessor with a copy of the additional insured and notice of cancellation endorsements.

If for any reason, the insurance coverage required herein lapses and LESSEE fails to replace such insurance prior to the lapse date, LESSOR may declare this Agreement terminated as of the date no valid insurance policy was in effect. Should LESSEE fail to furnish, deliver and maintain such insurance coverage as above provided, such failure shall be considered a non-monetary default under this Agreement. The failure of LESSEE to take out and/or maintain the required insurance shall not relieve LESSEE from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of LESSEE in Paragraph 8 – Indemnification. LESSEE shall provide annually Certificate of Insurance.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 8 and 26, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of

LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 30 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed or the removal period set forth above expires, whichever occurs first.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable after the time of the removal period set forth in Paragraph 13 shall equal twice the rent applicable during the month immediately preceding such expiration or earlier termination.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

LESSEE represents and warrants to LESSOR as of the execution date of this Agreement that it has full authority to enter into and execute the Agreement.

LESSEE acknowledges the existence of a lease between the CITY OF KENOSHA, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN, a municipal park commission, duly organized and existing under the Code of General Ordinances for the City of Kenosha and the laws of the State of Wisconsin and BASEBALL LIKE IT OUGHTA BE, LLC, a Wisconsin limited liability company with principal offices located at 1314 Canal Street, PO Box 505, Black Earth, WI 53515 and NORTHWOODS LEAGUE, INC., a Florida corporation with principal offices located at 197 Plantation Circle South, Ponte Vedra Beach, FL 32082 and 2900 4th St. SW, Rochester, MN, 55902, for the park/recreational facility known as Simmons Athletic Field, an improved baseball park ("Baseball Park Lease"). LESSOR and LESSEE further acknowledge that under Section 9.5 of the Baseball Park Lease, LESSOR reserved the right to enter into further ground leases and easements for cell tower and antennae use such as this Land Lease Agreement. LESSEE and LESSOR acknowledge that there may be times during the year when parking and traffic needs related to the Baseball Park Lease may cause challenges for LESSEE's access to the Premises, but do not otherwise believe that this Land Lease Agreement or LESSEE's activities under its terms and conditions will interfere with the Baseball Park Lease. In those instances when

parking or traffic do present issues for LESSEE's access to the Premises or LESSEE's activities interfere with the Baseball Park Lease, the parties agree to work in good faith to promptly resolve such issues.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Wisconsin.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to LESSOR: 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

If to LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

24. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

25. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and

payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

26. ENVIRONMENTAL LAWS.

a. LESSOR represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable Federal, State or local law or regulation. LESSOR and LESSEE shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. LESSOR 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 LESSOR 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, LESSOR 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. LESSEE shall be responsible for, and shall promptly conduct any investigation and remediation including but not limited to any clean up, remedial, removal and/or restoration work required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (x) caused by LESSEE 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 Paragraph 26a shall survive the termination or expiration of this Agreement.

b. In the event LESSEE becomes aware of any Hazardous Substance on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that LESSEE or any of LESSEE's agents did not cause by any act or omission of LESSEE or any of LESSEE's agents, and further that, in LESSEE's sole determination, renders the condition of the Premises or Property unsuitable for LESSEE's use, or if LESSEE believes that the leasing or continued leasing of the Premises would expose LESSEE to undue risks of government action, intervention or third party liability, LESSEE 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 LESSOR.

27. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

28. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

29. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises

and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

30. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

31. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

32. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**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: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, **MICHAEL J. ORTH, Chairperson and MICHAEL LEMENS, Director of Public Works** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Chairperson and Director of Public Works, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

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

LESSEE:
Cellco Partnership d/b/a Verizon Wireless

SITE NAME: Kenosha East
SITE NUMBER: 247493

By: _____
Lynn Ramsey

Its: Area Vice President Network

Date: _____

SITE NAME: Kenosha East
SITE NUMBER: 247493

EXHIBIT A

(Legal Descriptions)

LESSEES LEASE PARCEL

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 900 SQUARE FEET (0.021 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET TO THE POINT OF BEGINNING; THENCE N42°-19'-21"E 36.00 FEET; THENCE S47°-40'-39"E 25.00 FEET; THENCE S42°-19'-21"W 36.00 FEET; THENCE N47°-40'-39"W 25.00 FEET TO THE POINT OF BEGINNING BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LESSEES 10' WIDE UTILITY EASEMENT

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 550 SQUARE FEET (0.013 ACRES) OF LAND AND BEING FIVE (5) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE N42°-19'-21"E 36.00 FEET; THENCE S47°-40'-39"E 25.00 FEET; THENCE N42°-19'-21"E 5.00 FEET TO THE POINT OF BEGINNING; THENCE N47°-40'-39"W 55.00 FEET TO THE POINT OF TERMINATION.

LESSEES 12' WIDE ACCESS EASEMENT "A"

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 6,139 SQUARE FEET (0.141 ACRES) OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE S47°-40'-39"E 31.00 FEET TO THE POINT OF BEGINNING; THENCE N42°-19'-21"E 44.75 FEET; THENCE S23°-09'-25"E 141.41 FEET; THENCE S09°-26'-35"E 214.33 FEET; THENCE S30°-33'-55"E 111.07 FEET TO THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-001 AND THE POINT OF TERMINATION. THE SIDE LOT LINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ON THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-001 OWNED BY CITY OF KENOSHA.

LESSEES 12' WIDE ACCESS EASEMENT "B"

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA,

KENOSHA COUNTY, WISCONSIN CONTAINING 2,770 SQUARE FEET (0.063 ACRES) OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE S47°-40'-39"E 31.00 FEET; THENCE N42°-19'-21"E 44.75 FEET; THENCE S23°-09'-25"E 141.41 FEET; THENCE S09°-26'-35"E 214.33 FEET; THENCE S30°-33'-55"E 111.07 FEET TO THE NORTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-009 AND THE POINT OF BEGINNING; THENCE CONTINUE S30°-33'-55"E 42.02 FEET; THENCE S24°-33'-18"E 177.83 FEET; THENCE S09°-27'-51"E 10.97 FEET TO THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-009 AND THE POINT OF TERMINATION. THE SIDE LOT LINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ON THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-009 OWNED BY KENOSHA ACHIEVEMENT CENTER, INC.

LESSEES 12' WIDE ACCESS EASEMENT "C"

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 1,448 SQUARE FEET (0.033 ACRES) OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE S47°-40'-39"E 31.00 FEET; THENCE N42°-19'-21"E 44.75 FEET; THENCE S23°-09'-25"E 141.41 FEET; THENCE S09°-26'-35"E 214.33 FEET; THENCE S30°-33'-55"E 111.07 FEET; THENCE CONTINUE S30°-33'-55"E 42.02 FEET; THENCE S24°-33'-18"E 177.83 FEET; THENCE S09°-27'-51"E 10.97 FEET TO THE NORTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-010 AND THE POINT OF BEGINNING; THENCE CONTINUE S09°-27'-51"E 120.68 FEET TO THE NORTH RIGHT OF WAY LINE OF 79TH STREET AND THE POINT OF TERMINATION. THE SIDE LOT LINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ON THE NORTH RIGHT OF WAY LINE OF 79TH STREET.

PARENT PARCEL

PARCEL I:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT ON THE EAST LINE OF SHERIDAN ROAD (SO-CALLED), WHICH IS 1025 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION, AND WHICH POINT IS ALSO THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED BY DEED OF CONVEYANCE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KENOSHA COUNTY, WISCONSIN, IN VOLUME 93 OF DEEDS, ON PAGE 84; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION 520 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SHERIDAN ROAD 450 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION TO THE EAST LINE OF SHERIDAN ROAD AND TO A POINT WHICH IS 450 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SHERIDAN ROAD 450 FEET TO THE POINT OF BEGINNING.

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN,

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER SECTION WHICH POINT IS 1475 FEET NORTH, AS MEASURED ALONG AND UPON SAID WEST LINE, OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH, ALONG AND UPON SAID WEST LINE OF SAID NORTHEAST QUARTER SECTION, 40.02 FEET; THENCE SOUTH 88° 02' EAST, 637.29 FEET; THENCE SOUTH 10° 25' EAST, 501.40 FEET ALONG AND UPON THE WEST LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY RIGHT-OF-WAY; THENCE NORTH 88° 02' WEST, 208.00 FEET; THENCE NORTH 450.00 FEET; THENCE NORTH 88° 02' WEST, 520 FEET AND TO THE POINT OF BEGINNING.

NOTE: TAX KEY NO.: 06-4-123-07-154-001

PARCEL II:

PARTS OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 695.07 FEET NORTH AND 120 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 100 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 119.84 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 100 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 119.84 FEET TO THE PLACE OF BEGINNING, AND LYING AND BEING IN THE CITY OF KENOSHA, COUNTY OF KENOSHA AND STATE OF WISCONSIN; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 220.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 100.00 FEET; THENCE SOUTH 00°05'40" EAST 119.84 FEET TO THE SAID NORTH LINE OF SAID 79TH STREET; THENCE SOUTH 89°54'20" WEST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 320.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 100.00 FEET; THENCE SOUTH 00°05'40" EAST 119.84 FEET TO THE SAID NORTH LINE OF SAID 79TH STREET; THENCE SOUTH 89°54'20" WEST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 420.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 100.00 FEET; THENCE SOUTH 00°05'40" EAST 119.84 FEET TO THE SAID NORTH LINE OF SAID 79TH; THENCE SOUTH 89°54'20" WEST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 520 FEET ALONG THE NORTH LINE OF 79TH STREET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 242.72 FEET TO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 122.7 FEET TO THE NORTH LINE OF 79TH STREET; THENCE SOUTH 89°54'20" WEST ALONG THE NORTH LINE OF 79TH STREET, TO THE POINT OF BEGINNING.

NOTE: TAX KEY NO.: 06-4-123-07-154-010

SITE NAME: Kenosha East
SITE NUMBER: 247493

PARCEL III:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING ON THE WEST LINE OF SAID $\frac{1}{4}$ SECTION 814.98 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID $\frac{1}{4}$ SECTION; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID $\frac{1}{4}$ SECTION 307.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID $\frac{1}{4}$ SECTION 210.02 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID $\frac{1}{4}$ SECTION 420.76 FEET AND TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 214.98 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID $\frac{1}{4}$ SECTION 459.84 FEET AND TO THE POINT OF BEGINNING.

ALSO, PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING ON THE WEST LINE OF SAID QUARTER SECTION 814.98 FEET NORTH FROM THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 252 FEET TO THE POINT OF BEGINNING OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE CONTINUE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 55 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 39 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 55 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 39 FEET TO THE POINT OF BEGINNING.

NOTE: TAX KEY NO. 06-4-123-154-009

SITE NAME: Kenosha East
SITE NUMBER: 247493

EXHIBIT B

(Sketch of Premises within Property)

(see attached survey)



LESSORS: LEASE PARCELS

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 900 SQUARE FEET TO (0.2) ACRES OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, THENCE S02°47'40"E 1238.22 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7, THENCE N87°13'40"E 673.48 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LESSORS: 12' WIDE UTILITY EASEMENT

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 700 SQUARE FEET TO (0.16) ACRES OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, THENCE S02°47'40"E 1238.22 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7, THENCE N87°13'40"E 673.48 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING.

LESSORS: 12' WIDE ACCESS EASEMENT "X"

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 5,781 SQUARE FEET (0.13) ACRES OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, THENCE S02°47'40"E 1238.22 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7, THENCE N87°13'40"E 673.48 FEET, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING.

LESSORS: 12' WIDE ACCESS EASEMENT "Y"

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 2,770 SQUARE FEET (0.63) ACRES OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, THENCE S02°47'40"E 1238.22 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7, THENCE N87°13'40"E 673.48 FEET, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET, THENCE N47°40'39"W 38.00 FEET, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING.

LESSORS: 12' WIDE ACCESS EASEMENT "Z"

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 1,486 SQUARE FEET (0.33) ACRES OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, THENCE S02°47'40"E 1238.22 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7, THENCE N87°13'40"E 673.48 FEET, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET, THENCE N47°40'39"W 38.00 FEET, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING, THENCE N47°40'39"W 38.00 FEET TO THE POINT OF BEGINNING, THENCE N42°19'21"E 25.00 FEET, THENCE S47°40'39"E 38.00 FEET, THENCE S42°19'21"W 25.00 FEET TO THE POINT OF BEGINNING.

SUBMITTED TO:

800 Bruce L. Higgins
 PO Box 1000
 Office: (262) 593-4400
 Fax: (262) 593-4400

WORKED FROM:

1515 WOODFIELD ROAD
 SUITE 1400
 SPENGLERSVILLE, IL 60173

MERIDIAN
 SURVEYING, LLC
 1000 W. WISCONSIN AVE.
 KENOSHA, WI 53140

OFFICE: 888-563-0888
 MOBILE: 262-273-8237
 FAX: 262-273-8237

SITE NUMBER: 247493
 SITE ADDRESS: 7817 SHERIDAN ROAD
 KENOSHA, WI 53140

PROPERTY OWNER: (P) DEED, (P) PARCEL (1)
 CITY OF KENOSHA, WI 53140
 VOL. 662, PG. 633
 KENOSHA, WI 53140

PARCEL NO.: (P) PARCEL (1)
 06-123-07-154-001 (TAXER & EXC.)

PRECEDENT OWNER: (DEED)
 (P) PARCEL 2 & 3)
 KENOSHA ACHIEVEMENT CENTER
 VOL. 1708, PG. 594
 KENOSHA, WI 53140

PARCEL NO.:
 (P) PARCEL 2) 06-123-07-154-000 (EXC.)
 (P) PARCEL 3) 06-123-07-154-000 (EXC.)

TOWNSHIP OWNERS:
 US COLLEGE PLANNING INC.
 CHICAGO, IL 60605

LEASE EXHIBIT

CELULOSE PARTNERSHIP
 d/b/a WISCONSIN WOODS

BEING A PART OF THE NW1/4 OF THE
 NE1/4, SECTION 7, T.1N., R.23E., CITY
 OF KENOSHA, WISCONSIN.

NO.	DATE	REVISION	DESCRIPTION	BY
1	7-21-14	1	Initial Survey	JLD
2	7-21-14	2	Revised Survey	JLD
3	7-21-14	3	Revised Survey	JLD
4	7-21-14	4	Revised Survey	JLD
5	7-21-14	5	Revised Survey	JLD

DATE: 7/21/14
 DRAWN BY: JLD
 CHECKED BY: S.C.O.
 DATE: 7/21/14
 DRAWN BY: JLD
 CHECKED BY: S.C.O.

DOCUMENT NO.

MEMORANDUM OF AGREEMENT

[Legal descriptions attached]

DRAFTED BY AND RETURN TO:
Steven L. Ritt, Esq.
Michael Best & Friedrich LLP
PO Box 1806
Madison, WI 53701-1806

06-123-07-154-001

06-123-07-154-009

06-123-07-154-010

Parcel Identification Number(s)

This MEMORANDUM OF AGREEMENT (“Memorandum”) entered into this _____ day of _____, 2014, between the **City of Kenosha Board of Park Commissioners**, with a mailing address of 3617 65th Street, Kenosha, WI 53142 (“Lessor”), and **Cellco Partnership** d/b/a Verizon Wireless with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, Lessor is the owner of a certain parcel of real property more particularly described on Exhibit A as the “Parent Parcel”; and

WHEREAS, Lessor and Lessee are Parties to that certain Land Lease Agreement dated _____ 2014 (the “Agreement”), pursuant to which Lessor leases to Lessee a portion of the Parent Parcel;

NOW THEREFORE, the Parties acknowledge that:

1. This Memorandum evidences that Lessor and Lessee have entered into the Agreement, the terms, covenants and provisions of which are in full force.
2. The initial term of the Agreement is five (5) years, commencing on the Commencement Date, as set forth in the Agreement. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the Lessee is in breach of the Agreement or terminates it at the end of the then current term by giving the Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

3. By the Agreement, Lessor leases to Lessee a portion of the Parent Parcel, located at 7817 Sheridan Road, City of Kenosha, Kenosha County, Wisconsin, and being described as a 36 x 25 foot parcel containing 900 square feet ("Lessee's Lease Parcel"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a 20 foot wide right-of-way extending from the nearest public right-of-way, 79th Street, to the Lessee's Lease Parcel and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes ("Access/Utility Easements"). The Lessee's Lease Parcel and Access/Utility Easements are hereinafter collectively referred to as the "Premises". The Premises are more particularly described on **Exhibit A** attached hereto, and as shown on the plat of survey attached hereto as **Exhibit B**. In the event any public utility is unable to use the aforementioned right-of-way, Lessor has agreed to grant an additional right-of-way either to the Lessee or to the public utility at no cost to the Lessee.
4. The Commencement Date of the Agreement is based upon the date Lessee commences installation of equipment.
5. The attached **Exhibit A** and **Exhibit B** are incorporated into this Memorandum as though fully set forth herein.
6. The terms, covenants and provisions of the Agreement and this Memorandum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.
7. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be duly executed on the date indicated near the signature of each.

Lessor: Board of Park Commissioners for the City of Kenosha, a Wisconsin Municipal Corporation

Lessee: Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: Michael J. Orth
Title: Chairperson
Date: _____

By: _____
Name: Lynn Ramsey
Title: Area Vice President Network
Date: _____

By: _____
Name: Michael Lemens
Title: Director of Public Works
Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, by Michael J. Orth, Chairperson and Michael Lemens, Director of Public Works of the City of Kenosha Board of Park Commissioners.

This instrument was acknowledged before me on _____, by Lynn Ramsey, known to me to be the Area Vice President Network of Cellco Partnership d/b/a Verizon Wireless.

Signature: _____

Signature: _____

Print Name: _____
Notary Public, State of _____
My Commission: _____

Print Name: _____
Notary Public, State of Illinois
My Commission: _____

EXHIBIT A

(Legal Descriptions)

LESSEES LEASE PARCEL

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 900 SQUARE FEET (0.021 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET TO THE POINT OF BEGINNING; THENCE N42°-19'-21"E 36.00 FEET; THENCE S47°-40'-39"E 25.00 FEET; THENCE S42°-19'-21"W 36.00 FEET; THENCE N47°-40'-39"W 25.00 FEET TO THE POINT OF BEGINNING BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LESSEES 10' WIDE UTILITY EASEMENT

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 550 SQUARE FEET (0.013 ACRES) OF LAND AND BEING FIVE (5) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE N42°-19'-21"E 36.00 FEET; THENCE S47°-40'-39"E 25.00 FEET; THENCE N42°-19'-21"E 5.00 FEET TO THE POINT OF BEGINNING; THENCE N47°-40'-39"W 55.00 FEET TO THE POINT OF TERMINATION.

LESSEES 12' WIDE ACCESS EASEMENT "A"

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 6,139 SQUARE FEET (0.141 ACRES) OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE S47°-40'-39"E 31.00 FEET TO THE POINT OF BEGINNING; THENCE N42°-19'-21"E 44.75 FEET; THENCE S23°-09'-25"E 141.41 FEET; THENCE S09°-26'-35"E 214.33 FEET; THENCE S30°-33'-55"E 111.07 FEET TO THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-001 AND THE POINT OF TERMINATION. THE SIDE LOT LINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO

TERMINATE ON THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-001 OWNED BY CITY OF KENOSHA.

LESSEES 12' WIDE ACCESS EASEMENT "B"

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 2,770 SQUARE FEET (0.063 ACRES) OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE S47°-40'-39"E 31.00 FEET; THENCE N42°-19'-21"E 44.75 FEET; THENCE S23°-09'-25"E 141.41 FEET; THENCE S09°-26'-35"E 214.33 FEET; THENCE S30°-33'-55"E 111.07 FEET TO THE NORTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-009 AND THE POINT OF BEGINNING; THENCE CONTINUE S30°-33'-55"E 42.02 FEET; THENCE S24°-33'-18"E 177.83 FEET; THENCE S09°-27'-51"E 10.97 FEET TO THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-009 AND THE POINT OF TERMINATION. THE SIDE LOT LINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ON THE SOUTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-009 OWNED BY KENOSHA ACHIEVEMENT CENTER, INC.

LESSEES 12' WIDE ACCESS EASEMENT "C"

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION SEVEN (7), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-THREE (23) EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN CONTAINING 1,448 SQUARE FEET (0.033 ACRES) OF LAND AND BEING SIX (6) FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S02°-47'-00"E 1232.45 FEET ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 7; THENCE N87°-13'-00"E 469.23 FEET; THENCE S47°-40'-39"E 31.00 FEET; THENCE N42°-19'-21"E 44.75 FEET; THENCE S23°-09'-25"E 141.41 FEET; THENCE S09°-26'-35"E 214.33 FEET; THENCE S30°-33'-55"E 111.07 FEET; THENCE CONTINUE S30°-33'-55"E 42.02 FEET; THENCE S24°-33'-18"E 177.83 FEET; THENCE S09°-27'-51"E 10.97 FEET TO THE NORTH PROPERTY LINE OF PARCEL NO. 06-123-07-154-010 AND THE POINT OF BEGINNING; THENCE CONTINUE S09°-27'-51"E 120.68 FEET TO THE NORTH RIGHT OF WAY LINE OF 79TH STREET AND THE POINT OF TERMINATION. THE SIDE LOT LINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ON THE NORTH RIGHT OF WAY LINE OF 79TH STREET.

PARENT PARCEL

PARCEL I:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**Kenosha East
#247493**

COMMENCE AT THE POINT ON THE EAST LINE OF SHERIDAN ROAD (SO-CALLED), WHICH IS 1025 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION, AND WHICH POINT IS ALSO THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED BY DEED OF CONVEYANCE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KENOSHA COUNTY, WISCONSIN, IN VOLUME 93 OF DEEDS, ON PAGE 84; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION 520 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SHERIDAN ROAD 450 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION TO THE EAST LINE OF SHERIDAN ROAD AND TO A POINT WHICH IS 450 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SHERIDAN ROAD 450 FEET TO THE POINT OF BEGINNING.

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER SECTION WHICH POINT IS 1475 FEET NORTH, AS MEASURED ALONG AND UPON SAID WEST LINE, OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH, ALONG AND UPON SAID WEST LINE OF SAID NORTHEAST QUARTER SECTION, 40.02 FEET; THENCE SOUTH 88° 02' EAST, 637.29 FEET; THENCE SOUTH 10° 25' EAST, 501.40 FEET ALONG AND UPON THE WEST LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY RIGHT-OF-WAY; THENCE NORTH 88° 02' WEST, 208.00 FEET; THENCE NORTH 450.00 FEET; THENCE NORTH 88° 02' WEST, 520 FEET AND TO THE POINT OF BEGINNING.

NOTE: TAX KEY NO.: 06-4-123-07-154-001

PARCEL II:

PARTS OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 695.07 FEET NORTH AND 120 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 100 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 119.84 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 100 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 119.84 FEET TO THE PLACE OF BEGINNING, AND LYING AND BEING IN THE CITY OF KENOSHA, COUNTY OF KENOSHA AND STATE OF WISCONSIN; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 220.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 100.00 FEET; THENCE SOUTH 00°05'40" EAST 119.84 FEET TO THE SAID NORTH LINE OF SAID 79TH STREET; THENCE SOUTH 89°54'20" WEST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 320.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 100.00 FEET; THENCE SOUTH 00°05'40" EAST 119.84 FEET TO THE SAID NORTH LINE OF SAID 79TH STREET; THENCE SOUTH 89°54'20" WEST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A

A-7

POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 420.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 100.00 FEET; THENCE SOUTH 00°05'40" EAST 119.84 FEET TO THE SAID NORTH LINE OF SAID 79TH; THENCE SOUTH 89°54'20" WEST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; ALSO COMMENCE ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 7 AT A POINT LOCATED NORTH 02°03'40" WEST 695.07 FEET FROM THE CENTER OF SAID SECTION 7, SAID POINT ALSO BEING THE INTERSECTION POINT OF THE SAID NORTH AND SOUTH QUARTER LINE AND THE NORTH LINE OF 79TH STREET; RUN THENCE NORTH 89°54'20" EAST 520 FEET ALONG THE NORTH LINE OF 79TH STREET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°05'40" WEST 119.84 FEET; THENCE NORTH 89°54'20" EAST 242.72 FEET TO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 122.7 FEET TO THE NORTH LINE OF 79TH STREET; THENCE SOUTH 89°54'20" WEST ALONG THE NORTH LINE OF 79TH STREET, TO THE POINT OF BEGINNING.

NOTE: TAX KEY NO.: 06-4-123-07-154-010

PARCEL III:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING ON THE WEST LINE OF SAID ¼ SECTION 814.98 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID ¼ SECTION; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID ¼ SECTION 307.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID ¼ SECTION 210.02 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID ¼ SECTION 420.76 FEET AND TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 214.98 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID ¼ SECTION 459.84 FEET AND TO THE POINT OF BEGINNING.

ALSO, PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING ON THE WEST LINE OF SAID QUARTER SECTION 814.98 FEET NORTH FROM THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 252 FEET TO THE POINT OF BEGINNING OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE CONTINUE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 55 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 39 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 55 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 39 FEET TO THE POINT OF BEGINNING.

NOTE: TAX KEY NO. 06-4-123-154-009

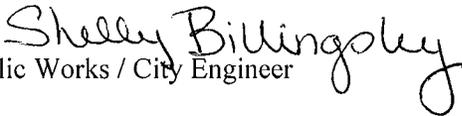
EXHIBIT B

(see attached survey)

March 7, 2014

Informational #1

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

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

SUBJECT: Project Status Report

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #11-1415 / 12-1415 / 13-1415 CORP Implementations** – Continuing. (Citywide)
- Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant)** [SAA Design Group] – Design work on the master plan implementation has been put on hold due to FEMA study (16)
- Project #11-1421 Southport Beach House Restoration (Wisconsin Coastal Management Grant)** – The final report, plans and specifications have been submitted to the Wisconsin Coastal Management Grant for close out. Plans and specifications will be submitted to the State Historic Society by the end of February. [Enberg Anderson] (12)
- Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant)** –AES has tentatively agreed to come down in the spring of 2014 to plant new plugs and re-seed all bioswales. [VEIT] (SWU) (1)
- Project #11-1137 Pike River Monitoring (WI Coastal Management Grant)** – The final report and sampling report has been sent to the WI Coastal Management Grant administration. (SWU) (1 and 4)
- Project #12-1424 Southport Park Trail (DNR Stewardship Grant)** – Project is currently being advertised, and the bid opening will be held Wednesday, April 2, 2014. [SAA Design Group] (12)
- Project #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Restoration is in progress. Final walk through is being scheduled. (1).
- Project #12-1421- Simmons Island Boardwalk Phase IA (DNR Stewardship Grant)** [SAA Design Group]. Preconstruction meeting will be held this week. Construction is expected to begin in March and run through August. (2)
- Project #12-1432 - Peorio Park Trail** [SAA Design Group] The Army Corps of Engineers is reviewing the plans for necessary permits. Project will be rebid by the spring of 2014. (DNR Stewardship Grant) (1 and 4)
- Project #13-1413 - Petzke Park Phase II** [SAA Design Group] Plans and specifications are being developed for Phase II of Petzke Park with construction in 2014. (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] - City staff is currently re-scoping the project. (6)
- Project #13-1412 - Simmons Field** – [Camosy Construction] Work has meet substantial completion. Final seeding and grading will be finished in the spring of 2014. (12)
- Project 13-1419 – Anderson Fishing Pier** – [SAA Design Group] Design is in process. (9)
- Project 14-1422 – Kennedy Park Master Plan** - [SAA Design Group] The Public Information Meeting on February 11th, held at the Public Museum, drew in 61 attendees, and 37 attendees to the February 12th meeting at Journey Church. SAA Design Group will begin working on concepts for both parks and will present these at two Public Informational Meetings in April. (1)
- Project 14-1423 – Pennoyer Park Master Plan** - [SAA Design Group] The Public Information Meeting on February 11th, held at the Public Museum, drew in 61 attendees, and 37 attendees to the February 12th meeting at Journey Church. SAA Design Group will begin working on concepts for both parks and will present these at two Public Informational Meetings in April. (1)
- Design Work-** Misc. Park projects, ADA Accessible Playground, and finishing 2012 and 2013 CORP projects.