AGENDA
BOARD OF PARK COMMISSIONERS
Monday, April 26, 2010
Kenosha Municipal Building Room 202
5:00 pm

Chairman: Michael J. Orth

Commissioners: Jesse L. Downing, Anthony Kennedy, Lawrence F. Green, Rocco J. LaMacchia, Sr.

Call to Order
Roll Call

A. APPROVAL OF MINUTES

A-1. Approval of minutes of regular meeting held on April 12, 2010.

B. DEFERRED

B-1. Request from Boy Scouts of America to utilize the soccer field at Nash Park on Saturdays for practices and games.

C. REFERRED TO COMMISSION

C-1. To approve the Fireworks Display Agreement by and between the City of Kenosha, Wisconsin, and MIAND, Inc dba Mad Bomber Fireworks Productions in the amount of $41,300.00,

C-2. To approve an Offer to Purchase for land at 1613 Washington Road from Zerovec Properties, LLC to the City of Kenosha. (District 6) (City Plan Commission 10-0, also referred to Finance Committee)

C-3. Professional Service Agreement with Schreiber Anderson Associates, Inc. for Task Order #1.

C-4. Review of public art sculpture to be located in Union Park at the northwest corner of 7th Avenue and 46th Street. (Kenosha Union Park Project) (District 2) (City Plan Commission 10-0)

C-5. Election of Vice Chair.

C-6. Reschedule Meeting of May 31, 2010 (Memorial Day).

INFORMATIONAL: Comprehensive Outdoor Recreation Plan and Master Plan Status.

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS

OTHER BUSINESS 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.

CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Meeting Minutes – April 12, 2010

A meeting of the Board of Park Commissioners was held on Monday, April 12, 2010, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:29 pm. The following members were present: Chairman Orth, Commissioner Downing and Ruef. Commissioner Casey and Carpenter were excused. Staff members in attendance were Jeff Warnock.

It was moved by Commissioner Ruef, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, March 29, 2010 and the special meeting . Motion passed 3-0.

B-1. Guidelines for Peddler Permits.
Chairman Orth passed the gavel an made the motion to table, seconded by Commissioner Ruef. Motion passed 3-0.

C-1. Request from Boy Scouts of America to utilize the soccer field at Nash Park on Saturdays for practice and games.
PUBLIC HEARING: Tom Turpin, 1513 Crabapple Dr Racine, was present and spoke.
It was moved by Commissioner Ruef, seconded by Commissioner Downing, to approve. Chairman Orth passed the gavel an made the motion to defer to the meeting held April 26, 2010, seconded by Commissioner Ruef. Motion passed 3-0.

C-2. To Amend the City of Kenosha Capital Improvement Program for 2008 by Creating Line PK08-004 "Simmons Island Park Beachfront" in the Amount of $40,000 and Reducing Line PK01-004 "Kennedy Park" in the Amount of $40,000 for a Net Change of $0.
It was moved by Commissioner Downing, seconded by Commissioner Ruef, to approve. Motion passed 3-0.

INFORMATIONAL:

1. 2010 Anderson and Washington Park Pools.
2. Recognition of Alderman Carpenter, Alderman Casey, and Alderman Ruef.

DIRECTOR/SUPERINTENDENT COMMENTS: Jeff informed the commission about the control burn that was done over the weekend and gave an update on the red swamp crayfish.

CITIZEN/COMMISSIONERS COMMENTS: Alex Shehadeh, 7304 97th Avenue, spoke on item B-1.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at time pm.

B-1

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks DIvision
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

April 7, 2010

TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent JW

RE: Boy Scouts of America request

A request has been received by the Boy Scouts of America to utilize the soccer field at Nash Park on Saturdays for practice and games. A schedule of the usage will be required prior to the start of the season. The organization is requesting a co-sponsorship of the fees. The current rental fee would be $5.00 per practice and $10.00 per game. There will be a representative from the organization at the meeting to explain the program and also answer any questions from the commission.

ATHLETIC - BALL FIELD - 2010
EQUIPMENT/FACILITY REQUEST

This application does not guarantee dates or fields.

Information:

Name of organization/company: Boy Scouts of America

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

Type of Event: ____Baseball ____Softball X Soccer & Scouting ____Football ____Tennis

Purpose: X Practice (no prep/lights) X Game ____ Other:____

Will lights be required: NO *What time should staff turn on:*____

*Pitching Rubber distance:*____ *Baseline Distance:*____

Requested Location: NASH PARK *# of Diamonds/Fields/Courts* 1

Date(s): MAY 1 - Oct. 3 Time: 8 AM to 8 PM

Date(s): SAT MAY through Oct Time:____ to ____

Date(s):____ Time:____ to ____

Date(s):____ Time:____ to ____

Additional dates should be listed on an attached sheet

Special Requests for Equipment/Labor/Field Layout: N/A

Contact Information: (Person responsible for signing agreement, fees, cancellations etc.)

Name: TOM TURPIN

Address: 2319 NORTHWESTERN (City) RACINE (State) WI (Zip) 53405

E-Mail Address (if available: tom.turpin@scouting.org

Phone: Day (262) 632-1655 Night (262) 994-3644

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

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0441642051
Feb. 25, 2009 LTR 4167C EO
22-1576300 000000 00 000 R
00021914
BODC: TE

BOY SCOUTS OF AMERICA
% RICHARD N POTTS S407
1325 W WALNUT HILL LN
IRVING TX 75038-3008

03151

Employer Identification Number: 22-1576300
Group Exemption Number:
Person to Contact: Kathy Kelso
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 13, 2009, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in November 1965, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Deborah Bingham

Deborah Bingham
Accounts Management I

C-1

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

Street Division
John H. Prijic
Superintendent
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Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

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Telephone (262) 653-4050 · Fax (262) 653-4056

April 21, 2010

TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent JW

RE: Fireworks Contract

The Park Division staff, including myself have reviewed the eight (8) responses to the Request for Proposal for the 2010 Fireworks program to be held on Saturday, July 3, 2010. The review process included analyzing the number and type of shells and discussions with the references provided in the RFP. In the selection of the Mad Bomber, I am confident that they will provide an excellent show for the viewers of the display. Attached you will find the agreement between the City of Kenosha and Mad Bomber. If you should have any questions, please do not hesitate to contact our office.

FIREWORKS DISPLAY AGREEMENT

By And Between

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

And

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

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

W I T N E S S E T H:

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

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

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

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

1. OBLIGATIONS OF MAD BOMBER. MAD BOMBER shall:

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

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

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

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

2. OBLIGATIONS OF CITY. CITY shall:

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

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

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

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

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

3. DATE OF EXHIBITION. The Exhibition shall be held on the evening of July 3, 2010. In the event the Exhibition is postponed due to acts of nature or God, labor disputes, strikes, wars, accidents, or other reasons beyond the parties' knowledge or reasonable control, the Exhibition shall be held on July 10, 2010. In the event the alternative date is required to be postponed, the parties agree that the Exhibition shall be held at the earliest mutually convenient date for the parties. Should the Exhibition be delayed, postponed or canceled due to acts of nature or God, labor disputes, strikes, wars, accidents or other reasons beyond the parties' knowledge or reasonable control, neither party shall be responsible for any cost or damages to the other associated with such delay, postponement or cancellation.

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

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

event the policy is canceled for any reason, or any material changes are made therein, **CITY'S** Director of Public Works shall be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason the insurance coverage herein lapses or a material change is made to the policy resulting in a breach of **MAD BOMBER'S** obligations under the Agreement, **CITY** may declare this Agreement null and void as of the date of the cancellation or material change.

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly authorized and approved by all requisite action required by law; and,

c. This Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

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

a. For CITY:
Mr. Ronald Bursek,
Director of Public Works,
625 – 52nd Street,
Kenosha, Wisconsin 53140.

Copy to:
City Attorney
625 - 52nd Street, Room 201
Kenosha, WI 53140

b. For MAD BOMBER:
Dan P. Miller,
Sr. Vice President,
MIAND, INC. DBA Mad Bomber Fireworks Productions,
3999 Hupp Road,
Kingsbury, IN 46345

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

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

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

BY:_____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** of **THE CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

MIAND, INC. DBA MAD BOMBER FIREWORKS PRODUCTIONS,
A Indiana Corporation

BY: Dan P. Miller
Dan P. Miller, Sr. Vice President
Date: 04/02/10

STATE OF Illinois)
:SS.
COUNTY OF Kane)

Personally came before me this 2nd day of April, 2010, Dan P. Miller, Sr. Vice President, of **MIAND, INC. DBA MAD BOMBER FIREWORKS PRODUCTIONS,** a Indiana corporation, to me known to be such President of said corporation, and acknowledged to me that he executed the foregoing instrument as such officer of said corporation, by its authority.

Juli K Waterman
Notary Public, Kane County, IL
My Commission expires/is: 5/22/10

OFFICIAL SEAL
JULI K WATERMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/22/10

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

C-2

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	*Kenosha City Plan Commission*	*Action Sheet*	April 22, 2010

To approve an Offer to Purchase for land at 1613 Washington Road from Zerovec Properties, LLC to the City of Kenosha, District #6.

ACTION TAKEN			***AYES***	***NOES***
APPROVE			10	0
DENY				
RECEIVE AND FILE				
FORWARD TO			***MEETING DATE***	***INFO FORWARDED***
COMMON COUNCIL			05/03/10	
FINANCE			05/03/10	
LEGAL				
PUBLIC WORKS				
PARKS			04/26/10	
WATER UTILITY				
PUBLIC NOTICE				

Rich Schroeder
Assistant City Planner

1CPC/2010/Apr22/action-offer-wash park

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 22, 2010	Item 4
To Approve an Offer to Purchase for land at 1613 Washington Road from Zerovec Properties, LLC to the City of Kenosha, District #6. (Zerovec Properties, LLC)			

LOCATION/SURROUNDINGS:

Site: 1613 Washington Road
Zoned: RG-1

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Ohnstad, has been notified. This item will also be reviewed by the Board of Parks Commissioners and Finance Committee before final approval by the Common Council.

ANALYSIS:

- This property is adjacent to Washington Park and incorporates approximately 2.65 acres.
- There is a house and garage currently on the property. The buildings will be razed and the property used as park land.
- The property is assessed at $145,900.00 and the accepted Offer of Purchase with the Seller, Zerovec Properties, LLC, is $145,900.00. The funds to purchase this property will come from the Park Acquisition Fund.

RECOMMENDATION:

A recommendation is made to approve the Offer to Purchase for property at 1613 Washington Road in the amount of $145,900.00.

Sharon K. Krewson, Real Estate Agent
1CPC/2010/Apr22/fact-offer-wash park

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

General Location Map
1613 Washington Road

DCD ~ Community Development Division ~ JBL ~ SKK ~ 4-14-2010 ~ mc

WB-11 RESIDENTIAL OFFER TO PURCHASE

BROKER DRAFTING THIS OFFER ON April 1, 2010 [DATE] IS ~~(AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)~~ STRIKE TWO

GENERAL PROVISIONS The Buyer, City of Kenosha, a Municipal Corporation, offers to purchase the Property known as [Street Address] 1613 Washington Road, Tax Key No. 11-223-30-377-006 in the City of Kenosha, County of Kenosha Wisconsin (Insert additional description, if any, at lines 180 - 186, 317 - 320 or attach as an addendum per line 316), on the following terms:

- PURCHASE PRICE: One Hundred Forty-Five Thousand Nine Hundred and 00/100 Dollars ($ 145,900.00).
- EARNEST MONEY of $ --0-- accompanies this Offer and earnest money of $ ---------- will be paid within ----- days of acceptance.
- THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
- ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures, as defined at lines 124 - 132 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and the following additional items: None.
- ITEMS NOT INCLUDED IN THE PURCHASE PRICE: Seller's personal property, if any.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate but identical copies of the Offer. ***CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.***

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before April 6, 2010. ***CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.***

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 24 - 33.

(1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 27 or 29 (if any) for delivery to the Party's delivery address at lines 28 or 30.

Seller's recipient for delivery (optional): Gary Zerovec
Seller's delivery address: 10815 Wilmot Road, Pleasant Prairie, WI 53158
Buyer's recipient for delivery (optional): Sharon K. Krewson
Buyer's delivery address: 625 52nd Street, Room 308, Kenosha, WI 53140

(2)By giving the document or written notice personally to the Party,or the Party's recipient for delivery if an individual is designated at lines 27or 29.

(3)By fax transmission of the document or written notice to the following telephone number:
Buyer: (262) 653.4045 Seller: (_____)_____

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines 293 through 297). At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are PROPERTY IS VACANT.

RENTAL WEATHERIZATION This transaction (is) (~~is not~~) STRIKE ONE exempt from State of Wisconsin Rental Weatherization Standards (Wis. Admin. Code Comm 67). If not exempt, (Buyer) ~~(Seller)~~ STRIKE ONE will be responsible for compliance, including all costs. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

PLACE OF CLOSING This transaction is to be closed at the place designated by Buyer's mortgagee or Title Company no later than May 14, 2010 unless another date or place is agreed to in writing.

CLOSING PRORATIONS The following items shall be prorated at closing: ~~real estate taxes, rents, water and sewer~~ use charges, garbage pick-up and other private and municipal charges, property owner's association assessments, fuel and Real Estate taxes to be paid by Buyer. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. ~~Net general real estate taxes shall be prorated based on~~ (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) (_____). STRIKE AND COMPLETE AS APPLICABLE

CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

PROPERTY CONDITION PROVISIONS

- PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition Report dated N/A, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and Property is being sold "As Is" _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.

PROPERTY ADDRESS: 1613 Washington Road, Tax Key No. 11-223-30-377-006

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

THE FINANCING CONTINGENCY PROVISIONS AT LINES 149 - 163 ARE A PART OF THIS OFFER IF LINE 149 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 149 IS MARKED N/A OR IS NOT MARKED.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____ INSERT LOAN PROGRAM OR SOURCE first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $_____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 159 OR 160.**

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

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

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 150. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability.** ***CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.***

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

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

ADDITIONAL PROVISIONS/CONTINGENCIES Attached Addendum "A"

_____

_____

_____

_____

_____

_____

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein)** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and _____ _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance. ***WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.***

■ FORM OF TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ***CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.***

PROPERTY ADDRESS: 1613 Washington Road, Tax Key No. 11-223-30-377-006

OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 278 THROUGH 316 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 280 - 281).

☐ **SALE OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the sale and closing of Buyer's property located at _____, no later than _____. Seller may keep Seller's Property on the market for sale and accept secondary offers. **If this contingency is made a part of this Offer, lines 282 - 286 are also a part of this offer unless marked N/A at line 282 or otherwise deleted.**

☐ **CONTINUED MARKETING:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of sale of Buyer's property contingency and _____ **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's actual receipt of said notice, this Offer shall be null and void.

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

☐ **PRE/POST CLOSING OCCUPANCY:** Occupancy of _____ shall be given to Buyer on _____ at _____ am/pm. (Seller)(Buyer) STRIKE ONE shall pay an occupancy charge of $_____ per day or partial day of pre/post-closing occupancy. Payment shall be due at the beginning of the occupancy period. Any unearned post closing occupancy fee (shall)(shall not) STRIKE ONE be refunded based on actual occupancy. ***CAUTION: Consider a special agreement regarding occupancy escrow, insurance, utilities, maintenance, keys, etc.***

☐ **INSPECTION CONTINGENCY:** This Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property, and an inspection, by a qualified independent inspector, of _____ which discloses no defects as defined below. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s) identified in the inspection report(s) to which Buyer objects. ***CAUTION: A proposed amendment will not satisfy this notice requirement.*** Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to the home inspection. **Note: This contingency only authorizes inspections, not testing. (See lines 97 - 110.)**

■ RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE have a right to cure the defects. (Seller shall have a right to cure if no choice is indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering a written notice within 10 days of receipt of Buyer's notice of Seller's election to cure defects, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done no later than 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

■ "DEFECT" DEFINED: For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected normal life of the Property. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

☑ **ADDENDA:** The attached Addendum "A" is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

This Offer was drafted on April 1, 2010 [date] by [Licensee and firm] Sharon K. Krewson/City of Kenosha.

(x) Sharon K. Krewson — 39-6005481 — 4/1/10
Buyer's Signature ▲ Print Name Here: ▶ Sharon K. Krewson, Real Estate Broker — Social Security No. or FEIN (Optional) ▲ — Date ▲

(x) _____ — _____ — _____
Buyer's Signature ▲ Print Name Here: ▶ — Social Security No. or FEIN (Optional) ▲ — Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. **(See lines 247 - 271.)**

_____ Broker (By) _____

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

(x) Gary A. Zerovec — [redacted] — 4-5-2010
Seller's Signature ▲ Print Name Here: ▶ Gary A. Zerovec, Member — Social Security No. or FEIN (Optional) ▲ — Date ▲

(x) Lynn R. Zerovec — _____ — 4-5-2010
Seller's Signature ▲ Print Name Here: ▶ Lynn R. Zerovec, Member — Social Security No. or FEIN (Optional) ▲ — Date ▲

This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

THIS OFFER IS REJECTED _____ _____ THIS OFFER IS COUNTERED [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM "A"

Property located at 1613 Washington Avenue

The Buyer's obligation to conclude this transaction is conditioned upon the consummation of the following:

1. This offer is a cash offer and not subject to financing. The balance of the purchase price is to be paid at closing.

2. This offer is contingent upon the Buyer obtaining approval of the City of Kenosha Common Council on or before April 19, 2010.

3. Property is currently vacant and will remain vacant until closing of the transaction.

4. The Buyer does have the Authority of Eminent Domain, however, in the event an amicable agreement for the purchase of the property is not reached, we will ***not*** pursue its acquisition under Eminent Domain.

5. Buyer will be responsible to pay balance of 2009 Real Estate taxes and any Real Estate tax due and payable for 2010.

Sharon K. Krewson — 4/1/10

(BUYER) Sharon K. Krewson, Real Estate Broker for City of Kenosha — Date

Gary A. Zerovec — 4-5-10

(SELLER) Gary A. Zerovec, Member — Date

Lynn R. Zerovec — 4-5-10

(SELLER) Lynn R. Zerovec, Member — Date

/u2/acct/cp/csusans/KREWSON/CONTRACTS/2010/1Addendum-1613-Wash-Rd.odt

C-3

ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS

RONALD L. BURSEK, P.E., DIRECTOR

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

April 23, 2010

To: Michael J. Orth, Chairman
Park Commission

From: Ronald L. Bursek, P.E. RLB
Director of Public Works

Cc: Ald. LaMacchia, Sr, District 5
Ald. Bogdala, District 17

Subject: ***Task Order #1 with Schreiber / Anderson Associates, Inc.***

BACKGROUND INFORMATION

The Kenosha Park Division has received a task order amendment to complete an Enhanced Master Plan for Simmon's Island Park Beachfront from Schreiber Anderson Associates, Inc (SAA). The Park Division is currently under a professional services agreement with SAA for the development of the Comprehensive Outdoor Recreation Plan and two Master Plans for Strawberry Creek and Sunrise Parks.

Over the past few years there has been increased interest in the utilization of Simmon's Island Park with the submittal of four conceptual plans for the development. Two of the plans that were brought forth were detailed in providing services and programs to the island however the infrastructure needs of the park were not clearly addressed. Developing a master plan for the island will allow for public involvement and a concentrated focus on the infrastructure needs of the island to provide the base for future utilization.

The budget for this project is included in the Capital Improvement Program for 2008, which was amended to create line PK 08-004 for Simmon' Island Park Beachfront in the amount of $40,000.

RECOMMENDATION

Approve Task Order #1 between the Department of Public Works - Park Division and Schreiber / Anderson Associates Inc. for $35,000 to include their quote of $30,500 with $4,500 of contingency.

TASK ORDER #1 - SCOPE OF SERVICES

Tasks to be completed:

1. Research and Data Collection

SAA will acquire and review existing plans, maps, and surveys related to the property and prepare a project site basemap from the electronic data available for the conceptual design plans. In addition SAA will review plans and documents addressing the vision and goals for the greater downtown area and how those might affect development of the Simmon's Park Master Plan

SAA will tour the island noting topography, drainage patterns, wetlands, floodplains, solar orientation, wind patterns, lake views and traffic patterns.

SAA will meet with City staff (Meeting #1) overseeing the park to discuss project opportunities, current site uses, events and operation and management issues. On the same day as the city meeting, SAA will also meet with downtown stakeholders to discuss the role Simmons Island could play in making downtown Kenosha a more popular local and regional destination for residents and visitors. City staff will assist SAA in identifying the downtown stakeholders to participate in the second meeting and provide a meeting space.

SAA will gather input on the opportunities and issues of Simmons Island from the City's Park Commission as part of the Comprehensive Outdoor Recreation Plan project.

SAA will conduct a Public Information Meeting (PIM) to gather citizen input and ideas for park programming and amenities. This meeting will be conducted in conjunction with community meetings SAA will be holding for the Comprehensive Outdoor Recreation Plan project. There will be a separate focus group meeting for the master plan development of the Simmon's Island beachfront to be held on the same day as the CORP lakefront sub-area meeting. The ideas stemming from the CORP public meetings will be incorporated into the Simmons Island plan, as the lakefront parks are in close proximity to one another and there should be continuity between them.

2. Design Program

SAA will summarize the findings of our onsite observations, and the ideas and comments on the operation, management and potential for Simmons Island heard from staff, downtown stakeholders and the public. From this input, SAA will prepare a program statement which will be submitted via email to staff for comment. This program will serve as the basis for the features to be included on the master plan concept alternatives.

3. Concept Development

SAA will prepare two (2) conceptual plan drawings for Simmons Island to include:

- Site layout – roads, parking, pedestrian circulation, features and amenities, locations for structures and event spaces
- Plan concepts for the renovation and/or addition to the existing beach house
- Conceptual landscaping
- Storm water management and other water quality features
- Photo examples of potential design character images

The design concepts will be presented to city staff (Meeting #2) with the expected outcome of one plan or parts from both plans will be selected and that will become the basis for the final concept.

4. Final Concept Master Plan

SAA will prepare a preliminary final concept master plan pulling together the staff's comments and preferences. The park site plan will generally layout the proposed site improvements and incorporate new program elements. A preliminary 3-d rendering will be prepared to create an aerial perspective view of the design features, activity area relationships and site massing. SAA will also prepare a preliminary cost estimate for the proposed park improvements and explore potential recreational programming for the Simmon's Island Park.

SAA will meet with staff to review the preliminary plan (Meeting #3), design illustration and cost estimate. At the meeting staff and SAA will discuss the design, project phasing and opportunities for public and private partnerships in implementing the project.

SAA will revise the preliminary plan, perspective graphics and cost estimates in response to staff comments.

5. Plan Implementation Strategy

SAA will prepare a draft plan implementation strategy considering the following

- Project funding approach
- Analysis of grant opportunities
- Public and private sector roles
- Site operation and management approaches

The preliminary written draft of the strategy will be provided electronically to staff for review and comment.

6. Final Plan Presentation

SAA will present (Meeting #4 and Meeting #5) the final concept master plan and plan implementation recommendations to the identified stakeholders and Park Commission.

7. Summary Report

SAA will prepare a simple summary report documenting community input, project approach, design recommendations and approach to project implementation.

Deliverables:

Final project deliverables will include the following:

- One colored and rendered site plan; 24 x 36 inches
- Two colored and rendered aerial perspectives of the park; 24 x 36 inches
- 25 copies of the summary report; 8.5 x 11 inch format
- Electronic copies of all of the above (in pdf and native forms)

Schedule:

SAA is prepared to begin work on the project on or about May 3, 2010 and will complete the project by September 1, 2010

Fee:

In consideration of the preceding scope of services, SAA proposes a fixed fee, including expenses of $30, 500.

End Work Scope

C-4

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	*Kenosha City Plan Commission*	*Action Sheet*	April 22, 2010

Review of a public art sculpture to be located in Union Park at the northwest corner of 7th Avenue and 46th Street, District #2. (Kenosha Union Park Project)

ACTION TAKEN	***AYES***	***NOES***
APPROVE	10	0
DENY		
RECEIVE AND FILE		
FORWARD TO	***MEETING DATE***	***INFO FORWARDED***
COMMON COUNCIL		
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS	04/26/10	
WATER UTILITY		
PUBLIC NOTICE		

Rich Schroeder
Assistant City Planner

1CPC/2010/Apr22/action-art-union

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	April 22, 2010	Item 1

Review of a public art sculpture to be located in Union Park at the northwest corner of 7th Avenue and 46th Street, District #2. (Kenosha Union Park Project) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 7th Avenue and 46th Street, Union Park
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Ruffalo, has been notified. This item has been reviewed by City Staff with the final review authority granted to the Board of Park Commissioners.

ANALYSIS:

- A group of residents and business owners in the blocks surrounding Union Park have formed a group called the Kenosha Union Park Project (KUPP) group.
- The KUPP has proposed the installation of a sculpture in the center of Union Park.
- The sculpture would be from Kenosha artist Bruce Niemi. Details and a photo of the proposed sculpture are attached.
- The KUPP proposed to lease this sculpture and have it installed in Union Park for a period of two (2) years. After the two years, a new sculpture would be leased and installed with approval by the City.
- The project is subject to the review and approval process as outlined in Section 1.31 of the Code of General Ordinances and Section 62.23(5) of the Wisconsin Statutes.
- City Staff supports the project and the installation of the sculpture.

RECOMMENDATION:

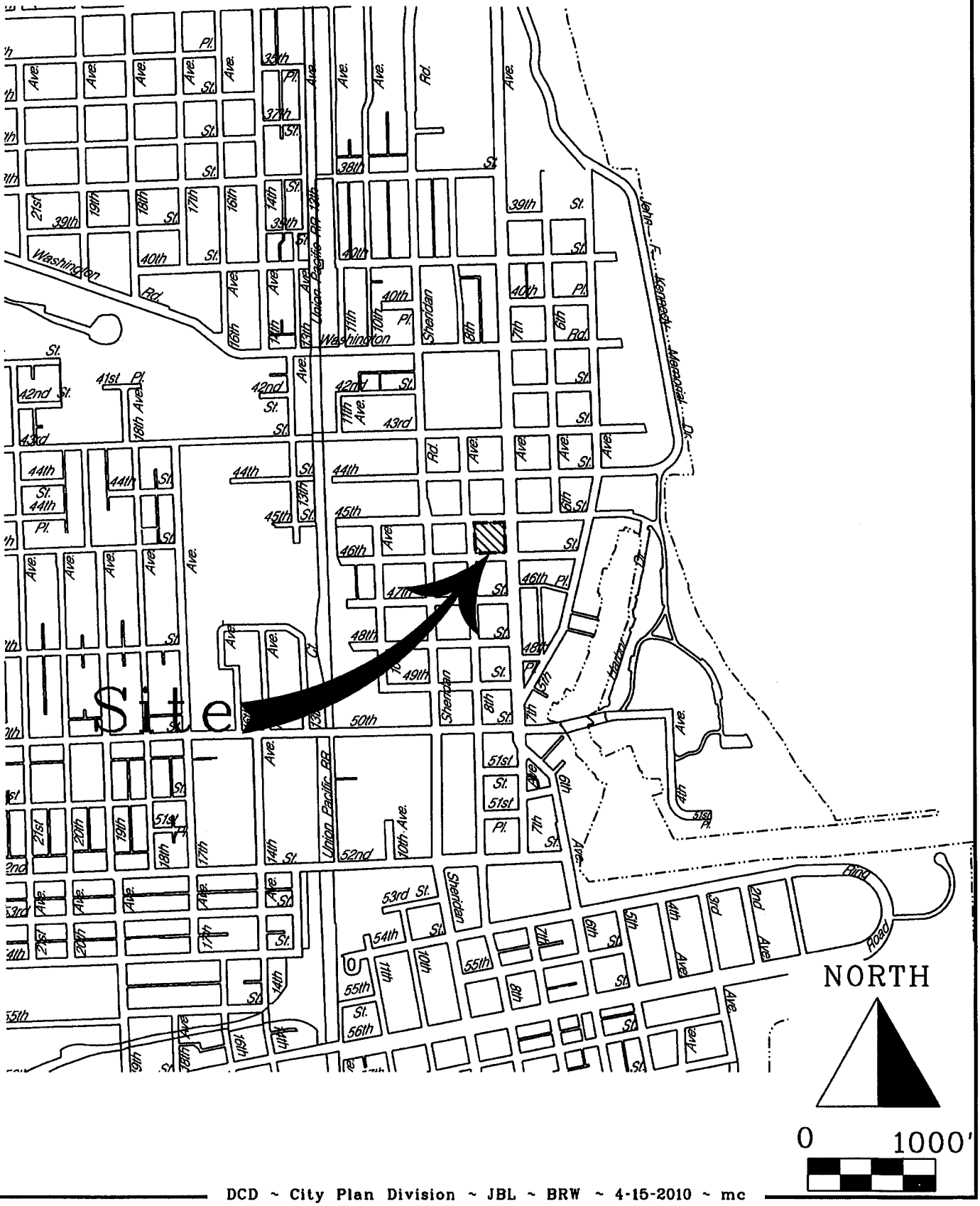
A recommendation is made to approve the project.

Brian R. Wilke, Development Coordinator
1CPC/2010/Apr22/fact-art-union

Jeffrey B. Labahn, Director of City Development

City of Kenosha

Vicinity Map
Union Park - Public Art Sculpture



DCD ~ City Plan Division ~ JBL ~ BRW ~ 4-15-2010 ~ mc

KenoshaUnionParkProject.com

What:	Sculpture – Request for Placement
When:	Spring 2010
Where:	Union Park – 46th St & 7th Ave
Contact:	Melanie Hovey Lemon Street Gallery 605-4745 (Wed-Sun 11am-6pm) 496-3898 cell info@lemonstreetgallery.org

February 12, 2010

Dear Mr. Warnock,

This letter is to request permission to install public sculpture in the center of Union Park. Attached please find two views of *Full Sail,* a 15' stainless steel piece that was built by nationally known sculptor, Bruce Niemi, a resident of Kenosha County. This sculpture will be on exhibit for two years, as the first of what we hope will become the KUPP Sculpture Program. This program will place world-class artwork on public view, to the benefit of our KUPP neighborhood, as well as the entire community.

The sculpture program will be coordinated by Lemon Street Gallery, 4601 Sheridan Road. We will insure the artwork and the public's safety, and hold the City of Kenosha harmless of liability.

Full Sail will be available for installation two weeks after your confirmed approval. Thank you so much for your consideration.

Best regards,

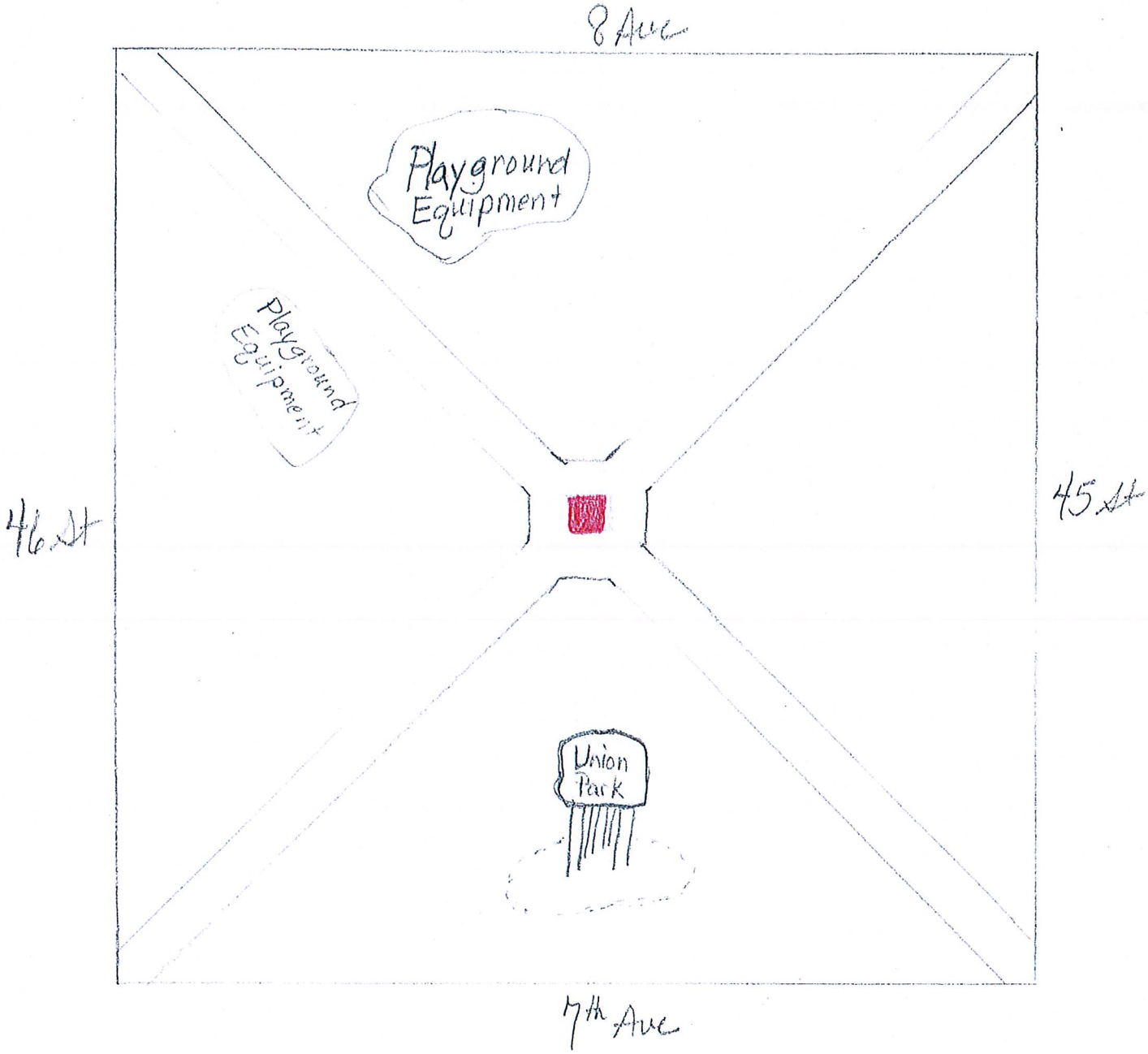
Melanie Hovey

Melanie Hovey
Director – Lemon Street Gallery
Development Coordinator – KUPP

Union Park – Kenosha, Wisconsin
7th Avenue & 46th Street

Kenosha Union Park Project (KUPP)
Contact: Melanie Hovey – Director Lemon Street Gallery
Tel: 262-605-4745
Cell: 262-496-3898

Sculpture Placement diagram



Steel 15' H 4' x 5' Bruce Niemi - Sculptor

KUPP

Kenosha Union Park Project (KUPP)
www.kenoshaunionparkproject.com

Contact:
Melanie Hovey
Director
Lemon Street Gallery
4601 Sheridan Road
Tel: 262-605-4745
Cell: 262-496-3898

Union Park is located at 7th Avenue & 46th Street, which is the SE corner of the park

One facet of the KUPP arts district development initiative is to establish a sculpture program in Union Park.

Attachments
Resume - Sculptor, Bruce Niemi, has monumental sculpture throughout the United States. He lives in Kenosha.
Artist's Contract – signed by Mr. Niemi for years 2010-2011
Artist's Application – Sample of the application that will be used in future years
Photograph of the sculpture for Union Park – *Full Sail 2*

Additional Information
The sculpture, *Full Sail 2*, is 16 feet tall. It is made of stainless steel, and is not painted. Therefore, the sculpture requires no maintenance. Placement of the sculpture will be precisely in the middle of the park, where the sidewalks intersect.

The sculpture has been completed, and is ready to be installed on site. Mr. Niemi, and Jeff Warnock's team at the Parks Department, will install the sculpture together. Niemi will deliver the sculpture to Union Park. Parks will provide equipment to hoist the sculpture upright. The sculpture will then be bolted to the concrete base.

Budget
The KUPP Sculpture Program is a 2-year lease program facilitated through Lemon Street Gallery. The concrete base was an improvement paid for by Parks Department as part of a necessary improvement to the sidewalk in Union Park. KUPP funds will provide the sculptor an annual stipend, currently $500/year, to exhibit artwork in Union Park. Future sculptures will be required to fit the existing sculpture pad, so there are no recurring costs other than the Park's Department assistance in the installation every other year.

Consideration
Lemon Street Gallery and Kenosha Union Park Project understands that future sculptures that may be part of our lease program must be approved by all City of Kenosha departments prior to installation.

Sculpture by Bruce A.
Niemi

Bruce A. Niemi
13300 116th Street
Kenosha, WI 53142
262-857-3456 /Fax 262-857-4567
sculpture@bruceniemi.com
www.bruceniemi.com

EDUCATION

1986-1974 Studied under his father, Frank J. Niemi, a self-taught metal sculptor
1975-1981 Received a BFA in Sculpture from Northern Illinois University – DeKalb, IL

AWARDS

Northern Illinois University Alumni Association - DeKalb, IL
Outstanding College Achievement Award
College of Visual and Performing Arts 2007

PUBLIC SCULPTURES

Soaring Higher	2009	(13' H x 6' W x 5' D)
Florida State University – Tallahassee, FL		
Standing the Test of Time	2008	(17'H x 18'6"W x 8'D)
West Bend Mutual Insurance – West Bend, WI		
Interim XII -IRS Building – Kansas City, MO	2008	(10.8'H x 13.6'W x 10'D)
The New Beginning I & II		(8.5'H x 4' W x 2.4"D)
IRS Building – Kansas City, MO		
Interim X -Mt. St. Mary's Park – St. Charles, IL	2008	(14.5'H x 7' W x 7D')
Emergence III	2007	(14' H x 5'W x 6'D)
Escena - Palm Springs Classic – Palm Springs, CA		
Living the Dream	2005	(17'H x 4.8'W x 5'D)
NIU Barsema Alumni & Visitors Center-DeKalb, IL		
Suzi's Garden Fountain	2005	(52"H x 36"W x 36"D)
Elk Grove Village Public Library - Elk Grove, IL		
Conception	2004	(14'H x 5'W x 4'D)
Frankfort Public Library-Frankfort, IL		
Rising Sun Series	2003	(24"H x 80"W x 6"D)
Great Lakes Credit Union - Gurnee, IL		
Tall Ship I	2002	(12'H x 4'W x 3'D)
Inter-National Bank – McAllen, TX		
Flame	2001	(16'H x 5'7"W x 5'7"D)
Wausau Hospital - Wausau, WI		
Emergence IV	2001	(17'H x 5'8"W x 5'8"D)
Synopsys, Inc. - Sunnyvale, CA		
Cross	2001	(13'H x 8.5'W x 12"D)
Lakeland Evangelical Free Church - Gurnee, IL		
Reaching for the Heights	2001	(15'H x 8'W x 8'D)
City Hall - Chicago Heights, IL		
Torch	2000	(15'H x 4'W x 4'D)
Cary Academy - Cary, NC		
Imagination Takes Flight	2000	(10'H x 15'W x 15"D)
Lake Villa Library - Lake Villa, IL		
Interim VIII	1999	(16'H x 7'W x 6'D)
City of Cary - Cary, NC		
Essence of Dance	1997	(12.5'H x 5'W x 6'D)
Mesa Library - Los Alamos, NM		
Transforming	1997	(5'H x 14'W)
Sudling Jr. High School - Palatine, IL		

Eternal Flame War Memorial DAV - Worth, IL	1993	(20'H x 8'W x 7'D)
Interim I Kane County Courthouse - St. Charles, IL	1993	(16'H x 20'W x 16'D)
Holy Spirit Flame Lutheran Church of All Saints - Fox Lake, IL	1993	(15'H x 8'W)
Praise Phelps Tool & Die - Kansas City, MO	1994	(17.5'H x 8'W x 5'D)
Peace College of Lake County - Grayslake, IL	1994	(12.5'H x 4'W x 3'D)
Vernon Hills Village Hall Wall Sculpture Vernon Hills, IL	1989	(6'H x 12'W x 8"D)
Vernon Hills (Flag Design)	1989	

EXHIBITIONS

9th Annual Florida Outdoor Sculpture Competition Polk Museum of Art/Winter Haven, FL	Group Exhibition	2009
Members Show – Wisconsin Museum of Art West Bend, WI	Group Exhibition	2008
Who Do You Know? – UW-Parkside Invitational UW-Parkside Gallery – Kenosha, WI	Group Exhibition	2008
Renew React – Krasl Biennial Sculpture Invitational Krasl Art Center, St. Joseph, MI	Group Exhibition	2008
Racine & Vicinity Show – Racine WI RAM's Charles A. Wustum Museum of Fine Art	Group Exhibition	2008
Sculpture Invasion – Koehline Museum of Art Oakton Community College – Des Plaines, IL	Group Exhibition	2007
Sculpture in the Park - Mt. St. Mary's Park St. Charles, IL	Group Exhibition	2006 - 2008
Krasl Biennial Sculpture Invitational -CSI Krasl Art Center – St. Joseph, MI	Group Exhibition	2006 - 2007
"Celestial Trio" – Village of Flossmoor Flossmoor, IL	Group Exhibition	2006 -2009
SOFA Chicago – Navy Pier – Chicago, IL	Gallery Exhibition	1999-2008
CSI Biennale – FLATFILEgalleries – Chicago, IL	Group Exhibition	2006
Art connects: The River 2006 Chicago, IL	Group Exhibition	2006
ARTSCAPE – Historic Third Ward District Milwaukee, WI	Group Exhibition	Fall 2006
Alumni Collect Sculpture The Lawrenceville School – Lawrenceville, NJ	Group Exhibition	2006
A Perfect 10- Christopher Art Gallery Prairie State College – Chicago Heights, IL	Group Exhibition	2006
Prudential Plaza -Chicago, IL	Jan-May	2006
Sculpture on the Lawn - Highland Park, IL	Group Exhibition	2005-2006
ARTSCAPE – Historic Third Ward District Milwaukee, WI	Group Exhibition	Oct. 2005
Art Connects: The River 2005 - Chicago, IL	Group Exhibition	2005
RiverWalk – Milwaukee, WI	Group Exhibition	2005
WMU – Kalamazoo, MI	Group Exhibition	2004-2006
Heavy Metal/Graceful Forms UWM Porter Butts Gallery- Madison, WI	Solo Exhibition	2004
Bruce Niemi & Friends – Prairie State College Chicago Heights, IL	Group Exhibition	2004
Uihlein Peters Gallery/Niemi Sculpture Gallery Milwaukee, WI	Group Exhibition	2004 - 2005
RiverWalk – Milwaukee, WI	Group Exhibition	2003 -2004
Skokie Northshore Sculpture Park Skokie, IL	Group Exhibition	2003 -2005
Frankfort Public Library – Frankfort, IL	Group Exhibition	2003 - 2004
"Interim IX" Friends of Art Milwaukee Art Museum	Group Exhibition	2001
Shidoni Gallery "30th Anniversary"	Group Exhibition	2001

Santa Fe, NM
"A.R.T" Art 'Round Town Group Exhibition 2001-2002
Saugatuck - Douglas, MI
"Sculpture at the Airport" Group Exhibition 2000-2002
South Bend Regional Airport - IN
El Paseo 2000 Sculpture Exhibition Group Exhibition 1999-2001
Palm Desert, CA
Skokie Arts Tour 2000 - Skokie, IL Group Exhibition 1999-2001
Barrington Area Library Sculpture Garden Group Exhibition 1999-2001
Barrington, IL
Skokie Sculpture Park - Skokie, IL 1997-2001
"Meet Me on the Island" 2 Man Exhibition 2000
South Bend Regional Museum - IN
Pier Walk 2000 "Selected Maquettes" Group Exhibition 2000
Schmucker Gallery - Gettysburg, PA
Pier Walk 2000 - Illinois Center - Chicago, IL Group Exhibition 2000
1999 – 1983 upon request

WP&S/WAAM SE Chapter Membership Exhibition
Steenbock Gallery- Madison, WI Group Exhibition 2005
"THE THIRD DAY" Southeast Chapter Group Exhibition 2005
WP&S/WAAM – Mt. Mary College – Milwaukee, WI
Wisconsin Artists Biennial – WI Union Galleries Group Exhibition 2003
Madison, WI
26th Annual Arthur & Alice Baer Competition Group Exhibition 2002
Beverly Arts Center-Chicago, IL
Norris Gallery Vicinity Show 2000
St. Charles, IL 1992-1996 1987-1990
Arthur & Alice Baer Art Competition- 2002, 1994, 1989, 1988
Beverly Arts Center Beverly, IL
Recent Works - College of Lake County 2000, 1999, 1998, 1996
Grayslake, IL 1995, 1994, 1993, 1991,1989,1988,1982
South Bend Regional Museum of Art 1993
South Bend, IN
Flora 92' Chicago Botanical Garden 1992
Glencoe, IL
Open Spectrum - David Adler Cultural Center 1990, 1988, 1987, 1982
Libertyville, IL
New Horizons Old Orchard Gallery - North Shore Art League 1990
Skokie, IL
Chicago Area Art Competition - Skokie Library 1988-1989
Skokie, IL

CORPORATE COLLECTIONS

Foley & Lardner LLP Milwaukee, WI
Las Olas Grand Ft. Lauderdale, FL
Liberty Property Trust Hunt Valley, MD
Milwaukee Art Museum (Friends of Art) Milwaukee, WI
North American Group Chicago, IL
Carlisle Companies INC. Charlotte, NC
Gurnee Chiropractic Gurnee, IL
Fabrication Technologies Libertyville, IL
Noshoma & Sons Oklahoma City, OK
Oklahoma City Allergy Clinic Oklahoma City, OK
Western Atlas International Houston, TX
Crane Fulview Door Lake Bluff, IL
Quest Corporation Hoffman Estates, IL
Zurich America Insurance Schaumburg, IL
Windway Corporation Sheboygan, WI
Graphic Access Chicago, IL
Errant Enterprises Northbrook, IL "Claim Company Restaurant"
Lee Automotive Warehouse Des Plaines, IL
Rogers Merchandising Lombard, IL
Chicago Direct Chicago, IL
Phelps Tool & Die Kansas City, MO

PRIVATE COLLECTIONS

Throughout the United States including Puerto Rico

PUBLICATIONS

"Images of Faith" CD CIVA	2009
"CIVA" Directory (Christians in Visual Art)	2009-2010
"Executive Living" Magazine	Fall 2007/ Section 2
"Art in Wisconsin "Publication	Jan/Feb 2006
"House Beautiful" Magazine	July/Aug 2005
"A Design Manual" 4th Edition	2005
College Textbook – Prentice Hall- publisher	
"A Design Manual" 3rd. Edition	2003
College Textbook – Prentice Hall - publisher	
"Exclusively Yours" Magazine – WI	May 2003
"Art Now Gallery Guide" Midwest Edition	2004 - 2003
"Wisconsin Museum & Gallery Guide	2004 - 2003
"Milwaukee Art Museum News"	May/June 2002
"Beautiful Things" by Guild.com	2000
"The Guild" Architects Editions	9, 10, 11, 14, 15
"The Guild" Architectural & Interior Art	16, 17, 18, 19, 20, 21
"CIVA" Directory (Christians in Visual Art)	2001-2002

KUPP Sculpture Lease Agreement
kenoshaunionparkproject.com

Lemon Street Gallery
4601 Sheridan Road
Kenosha, WI 53140
Tel. 262-605-4745

Lease agreement is made this 31 day of March, 20 10, between KenoshaUnionParkProject (KUPP) and its fiscal receiver, Lemon Street Gallery & ArtSpace, Inc. and the Artist,

Name Bruce A. Niemi
Address 13300 116th St.
Kenosha WI 53142
Tel. 262 857 3456 / 847 971 0845 cell
Email Sculpture@bruceniemi.com
www.bruceniemi.com

Whereas, Lemon Street Gallery and Artist, Bruce A. Niemi agree to lease the following named and described work of art:

Title Full Sail 1

Medium Stainless steel Size 15' x 5' x 4'

Retail price $ 47,000.00 For Sale? (Yes) No Insured price if different $_____

It is therefore agreed:

1. **Lease of Artwork:** Subject to the terms and conditions set forth below, Artist leases to KUPP/Lemon Street Gallery, the artwork described above for a two-year term commencing from the day of installation.
2. **Compensation to Artist:** Lemon Street Gallery shall pay a stipend of $500 to offset the costs of delivery and installation. One-half when this agreement is signed, and the second half upon installation. An additional amount of $500 shall be paid to the artist at the end of the 2-year term, after removal from the site. A stipend of one-half the first-year amount will be paid to the Artist for the middle year if the artwork is leased for three years.
3. **Ownership:** Artist retains sole ownership of artwork, except KUPP/Lemon Street Gallery shall have the right to display the artwork as originally installed. Said artwork will remain unmoved for the term of this agreement, except as agreed upon by both parties in writing.
4. **Repairs:** Artist warrants that artwork is safe, durable, and that the materials, the design, and the construction methods are suitable for outdoor exhibition, in a public park that is not protected from people or the elements. If artwork requires repair due to hazards beyond the artist's control, insurance will cover the cost of repair or loss. If repair is required because the artwork's materials and/or construction were not suitable for exhibition in the herein stated location, then the artist will repair or replace the artwork at his or her own expense, commencing within one month of being notified that repairs are necessary.
5. **Insurance:** Lemon Street Gallery insures the artwork of its artist-members. Artist must secure his or her own insurance, including liability insurance naming KUPP/Lemon Street Gallery and the City of Kenosha as additional insured, OR they must become an artist-member of the gallery. Membership fees are waved unless artist wishes to participate in additional member opportunities.
6. **Sale of Artwork:** Leased artwork may be for sale or not, while under lease contract. Artwork that is sold while on exhibit must remain on exhibit for the term, unless a suitable replacement can be secured at no expense to KUPP/Lemon Street Gallery for the balance of the term. Artist sets the retail price. Lemon Street Gallery will handle the sale, and retain a 20% commission for artwork sold while under contract.
7. **Use:** Lemon Street Gallery has the right to photograph the artwork and name the Artist for advertising and promotional purposes with no further compensation to the Artist.

We the undersigned agree to the terms and conditions of this contract.

Representative from Lemon Street Gallery for KUPP Sculpture Program

Signature Melanie Hovey Print Name Melanie Hovey

Title ED

Artist Signature Bruce A. Niemi Print Name BRUCE A. NIEMI

2. City computers are City property.

3. Internet usage and E-Mail may not be used for personal gain, profit or non-City business.

4. Copyrighted material will be treated in accordance with applicable law.

5. Management has the right to monitor Internet usage and E-Mail messages, including the right to read, retrieve, and disclose all Internet usage and E-Mail messages for any lawful purpose.

6. City employees, except as provided in Subsection **C.5.**, do not have the right to monitor, read, retrieve and disclose other City employees' E-Mail messages without their consent.

7. Files may only be downloaded from the Internet as permitted by written policy promulgated by, or written consent from the City Administrator or designee.

8. Violations of this policy may result in disciplinary action.

D. Prohibition. Internet usage and E-Mail is not to be used:

1. In a manner that is disruptive of City operations, that adversely affects the City's public image, interests, integrity, that is harmful to employee morale, or in a manner as may create a hostile work environment.

2. For the display or transmission of pornographic or sexually explicit images, messages or cartoons.

3. For the display or transmission of ethnic slurs, racial epithets, or any message that is harassing or disparaging of others based upon their race, national origin, sex, sexual orientation, age, disability or religious or political beliefs.

4. To solicit or proselytize others for commercial ventures, religious or political causes, or outside organizations.

5. To pursue or further any unlawful activity.

6. In a manner that will defame any person.

7. Contrary to Section 947.0125, Wisconsin Statutes.

E. Exception to Prohibition. Subsections **D.2.** and **3.** do not apply to employees who are required to perform such tasks by their employer for any lawful purpose.

F. Library Patrons. Patrons and employees of the Library will be governed by policy created by the Library Board.

1.31 PUBLIC ART DONATIONS - GUIDELINES AND PROCEDURES

A. Purpose. The purpose of this Ordinance is to establish guidelines for Artists and Donors to submit Public Art Proposals to the City and for the City to review the Proposal and provide for Donation Agreements where the Proposal is accepted.

B. Definitions. For purposes of this Ordinance, the following terms shall have the meanings provided.

1. "Artist" shall mean an artist, sculptor, architect, craftsperson or landscaper who designs, creates and installs Art.

2. "City" shall mean the City of Kenosha, Wisconsin, and its subunits.

3. "City Staff" shall mean the Director of City Development, Director of Parks, Library Director, Museum Director (or their designees), and the City Engineer.

4. "City Staff Recommendation" shall mean a joint recommendation of City Staff concurred in by at least three (3) representatives.

5. "Donor" shall mean a person or party who desires to donate a Public Art Project.

6. "Public Art" shall mean permanent, tangible and publicly viewable statuary, murals, memorials, mosaics, monuments, and permanent exhibits for outdoor display which are commissioned or created for display on Public Property. It does not include public buildings, operating equipment, public infrastructure, interior furnishings and decorations, or temporary art forms, exhibits and displays.

7. "Public Art Proposal" or "Proposal" shall mean a proposal by an Artist to donate Public Art or a Proposal by a Donor to donate Public Art.

8. "Public Property" shall mean property owned or controlled by the City.

C. Review Guidelines. The City Plan Commission will review Public Art Proposals and accept only those Proposals which are in the best interest of the City, and meet the goals and criteria and the other requirements of this Ordinance.

D. Public Art Goals. Public Art shall serve the following goals:

1. Enhance Public Property without compromising its public use and inherent beauty.

2. Create a distinctive, harmonious image.

3. Create an impression that is visually compatible and complementary to the surrounding area.

4. Relate to the context, landscape, architecture and overall aesthetics for the area for which it is proposed.

5. Have color schemes and materials appropriate for the context of the Public Art and for the context of the surrounding area.

E. Financial Criteria.

1. Artist and Donor Considerations. The City

is a tax exempt entity. Artists and Donors are entitled to Federal and State tax deductions to the extent permitted by law. The City, in accepting Public Art does not guarantee a tax deduction or assume any liability for taxes arising out of a donation of Public Art or funds for Public Art.

2. City Considerations. The City, in reviewing a Public Art Proposal, may consider whether the Proposal is financially advantageous to the City. The donation is considered financially advantageous to the City where there is no cost or expense to the City in the design, shipping, assembly, site preparation and installation/construction of Public Art.

F. Effect of Accepted Proposal. The City shall have all rights, title and interest in donated Public Art, including copyright and publicity rights, unless agreed to the contrary in a Donation Agreement.

G. Effect of Rejected Proposal. The City shall have no right, title or interest, copyright or publicity rights in a rejected Public Art Proposal.

H. Artist and/or Donor Credit. The City, in displaying Public Art, shall give credit to the Artist and/or Donor. The Artist shall have the right to reference the Public Art in a biography or reference, which may include pictures and renderings.

I. Site Criteria. A Public Art Proposal shall address and meet the following Site Criteria:

1. Site Plan.

a. Provide a Site Plan showing the general location and a specific area for the Public Art, where known.

b. Provide a diagram of any proposed lighting and mechanical components.

c. Provide details for site preparation, foundation, and utility requirements.

2. City Ordinance Requirements. The Public Art and its location and installation/construction shall conform to City General and Zoning Ordinances.

3. Public Accessibility. Public Art shall be reasonably accessible to the public.

4. Permits. Applicable Zoning, Building and Electrical Permits and approvals shall be obtained as a condition of installation/construction.

5. Durability and Safety. Public Art shall be durable in terms of maintenance and operation, easy to clean, and resistant to vandalism or defacement. Public Art should not pose any significant safety risk to people that may approach it for closer inspection and appreciation.

J. Public Art Proposal Submission. A Public Art Proposal is to be submitted to with the Department of City Development. The Public Art Proposal shall contain a Letter of Interest, including the following:

1. Current resume of Artist.

2. Experience of Artist in completing Art Projects, including visual representations showing examples of Art Projects completed or in progress, and its location, materials, size, weight, finish and color, date completed and cost.

3. Concept Design, showing visual representation, location, size, materials, color, estimated completion date and estimated cost.

4. Statement of how Concept Design meets these guidelines.

K. Review and Preliminary Recommendation. The Public Art Proposal, if complete as to form shall be reviewed by City Staff. City Staff may confer with the Artist or Donor and/or require further submittals. City Staff shall make a recommendation as to whether the Proposal meets these guidelines. The City reserves the right to reject any proposal for any reason.

City Staff, following review, will send the Artist/Donor a letter either rejecting the Proposal, requesting revisions within prescribed guidelines or preliminarily accepting the Proposal. A City Staff Recommendation shall authorize the Artist/Donor to proceed with Preliminary Design Plans.

L. Preliminary Design Plans. Upon receipt of a letter from City Staff authorizing the Artist/Donor to proceed with preliminary design plans for the Public Art, the Artist/Donor will submit to City Staff:

1. A sketch and/or model, to scale, along with any other documents or presentation techniques that provide a meaningful representation of the proposed artwork.

2. Written details regarding materials, size, weight, finish and color.

3. Estimated budget.

4. An outline of preliminary maintenance recommendations.

5. A step-by-step process of installation/construction, including site preparation and utilities.

6. Estimated time for final design, shipping and installation/construction.

M. Review of Preliminary Design Plans. City Staff, in reviewing the Preliminary Design Plans, may request or suggest changes to the plans. If changes are not acceptable to the Artist/Donor, then the Artist/Donor may present an alternative or discontinue the Project.

A favorable City Staff Recommendation will

result in the Public Art Proposal being submitted to the City Plan Commission for review and recommendation.

N. Final Review and Approval. The Preliminary Plans for the Public Art Proposal will be reviewed and approved by the following bodies (the Approving Body), as applicable:

- For City, the Common Council.
- For Parks, the Board of Park Commissioners.
- For Library, the Library Board.
- For Museum, the Museum Board.
- For Redevelopment Authority, the Authority.
- For Housing Authority, the Authority.
- For Water Utility, the Board of Water Commissioners.

In the event the Public Art Proposal is approved with conditions not acceptable to the Artist/Donor, the Artist/Donor may discontinue the Project.

The Approving Body may approve, approve with conditions, or deny the Public Art Proposal. Any approval, with or without conditions, shall be effective only upon a Donation Agreement drafted or approved by the City Attorney, also being approved by the Approving Body and executed by the parties.

O. Donation Agreement. A Public Art Proposal shall not be deemed accepted until the Artist/Donor has executed a Donation Agreement, drafted or approved by the City Attorney, and approved by the Approving Body, addressing issues which may include, but are not limited to the following:

- Access to site;
- Site preparation and utilities;
- Schedule of critical dates;
- Inspection of work in progress;
- Final acceptance procedure;
- Independent contractor status;
- Documentation and records;
- Warranties;
- Compliance with laws, rules and regulations, and nondiscrimination;
- Copyright and publicity rights;
- Alteration of plans or work;
- Alteration of site;
- Maintenance;
- Repairs;
- Utilities;
- Lighting;
- Relocation or termination of use;
- Indemnity and Hold Harmless Agreement; and,
- Effect of breach of Agreement.

1.32 CITY BACKGROUND INVESTIGATIONS AND POLICE RECORD CHECKS REGARDING EMPLOYEES, APPLICANTS FOR EMPLOYMENT AND PROSPECTIVE APPOINTEES TO ANY OFFICE

The City of Kenosha Police Department, and/or Kenosha City/County Joint Services, are authorized to conduct City background investigations and police record checks regarding any officer, employee, applicant for employment, and prospective appointee to any office, when and as requested by the Director of Personnel, City Attorney, or designees thereof, and issue a written report with respect thereto. The purpose of the investigation, record check and report is to determine suitability for employment, continued employment or appointment.

62.23 City planning. (1) COMMISSION. (a) The council of any city may by ordinance create a "City Plan Commission," to consist of 7 members. The commission shall also include, as a nonvoting member, a representative from a military base or installation, with at least 200 assigned military personnel or that contains at least 2,000 acres, that is located in the city, if the base's or installation's commanding officer appoints such a representative. All members of the commission, other than the representative appointed by the commanding officer of a military base or installation, shall be appointed by the mayor, who shall also choose the presiding officer. The mayor may appoint himself or herself to the commission and may appoint other city elected or appointed officials, except that the commission shall always have at least 3 citizen members who are not city officials. Citizen members shall be persons of recognized experience and qualifications. The council may by ordinance provide that the membership of the commission shall be as provided thereunder.

(d) The members of the commission shall be appointed to hold office for a period of 3 years. Appointments shall be made by the mayor during the month of April for terms that expire in April or at any other time if a vacancy occurs during the middle of a term.

(e) The city plan commission shall have power and authority to employ experts and a staff, and to pay for their services and such other expenses as may be necessary and proper, not exceeding, in all, the appropriation that may be made for such commission by the legislative body, or placed at its disposal through gift, and subject to any ordinance or resolution enacted by the governing body.

(f) Any city may by ordinance increase the number of members of the city plan commission so as to provide that the building commissioner or building inspector shall serve as a member thereof.

(2) FUNCTIONS. It shall be the function and duty of the commission to make and adopt a master plan for the physical development of the city, including any areas outside of its boundaries that in the commission's judgment bear relation to the development of the city provided, however, that in any county where a regional planning department has been established, areas outside the boundaries of a city may not be included in the master plan without the consent of the county board of supervisors. The master plan, with the accompanying maps, plats, charts, and descriptive and explanatory matter, shall show the commission's recommendations for such physical development, and shall, as described in sub. (3) (b), contain at least the elements described in s. 66.1001 (2). The commission may from time to time amend, extend, or add to the master plan or carry any part or subject matter into greater detail. The commission may adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record.

(3) THE MASTER PLAN. (a) The master plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

(b) The commission may adopt the master plan as a whole by a single resolution, or, as the work of making the whole master plan progresses, may from time to time by resolution adopt a part or parts of a master plan. Beginning on January 1, 2010, if the city engages in any program or action described in s. 66.1001 (3), the master plan shall contain at least all of the elements specified in s. 66.1001 (2). The adoption of the plan or any part, amendment, or addition, shall be by resolution carried by the affirmative votes of not less than a majority of all the members of the city plan commission. The resolution shall refer expressly to the elements under s. 66.1001 and other matters intended by the commission to form the whole or any part of the plan, and the action taken shall be recorded on the adopted plan or part of the plan by the identifying signature of the secretary of the commission, and a copy of the plan or part of the plan shall be certified to the common council, and also to the commanding officer, or the officer's designee, of any military base or installation, with at least 200 assigned military personnel or that contains at least 2,000 acres, that is located in or near the city. The purpose and effect of the adoption and certifying of the master plan or part of the plan shall be solely to aid the city plan commission and the council in the performance of their duties.

(4) MISCELLANEOUS POWERS OF THE COMMISSION. The commission may make reports and recommendations relating to the plan and development of the city to public officials and agencies, public utility companies, civic, educational, professional and other organizations, and citizens. It may recommend to the mayor or council, programs for public improvements and the financing thereof. All public officials shall, upon request, furnish to the commission, within a reasonable time, such available information as it may require for its work. The commission, its members and employees, in the performance of its functions, may enter upon any land, make examinations and surveys, and place and maintain necessary monuments and marks thereon. In general, the commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning.

(5) MATTERS REFERRED TO CITY PLAN COMMISSION. The council, or other public body or officer of the city having final authority thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters: The location and architectural design of any public building; the location of any statue or other memorial; the location, acceptance, extension, alteration, vacation, abandonment, change of use, sale, acquisition of land for or lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles, or other memorial or public grounds; the location, extension, abandonment or authorization for any public utility whether publicly or privately owned; all plats of lands in the city or within the territory over which the city is given platting jurisdiction by ch. 236; the location, character and extent or acquisition, leasing or sale of lands for public or semipublic housing, slum clearance, relief of congestion, or vacation camps for children; and the amendment or repeal of any ordinance adopted pursuant to this section. Unless such report is made within 30 days, or such longer period as may be stipulated by the common council, the council or other public body or officer, may take final action without it.

(6) OFFICIAL MAP. (a) As used in this subsection, "waterways" includes rivers, streams, creeks, ditches, drainage channels, watercourses, lakes, bays, ponds, impoundment reservoirs, retention and detention basins, marshes and other surface water areas, regardless of whether the areas are natural or artificial.

(am) 1. In this paragraph:

a. "Airport" means an airport as defined under s. 114.002 (7) which is owned or operated by a county, city, village or town either singly or jointly with one or more counties, cities, villages or towns.

b. "Airport affected area" means the area established by an agreement under s. 66.1009. If a county, city, village or town has not established such an agreement, "airport affected area" in that county, city, village or town means the area located within 3 miles of the boundaries of an airport.

2. If the council of any city which is not located in whole or in part in a county with a population of 500,000 or more has established an official map under par. (b), the map shall show the location of any part of an airport located within the area subject to zoning by the city and any part of an airport affected area located within the area subject to zoning by the city.

(b) The council of any city may by ordinance or resolution establish an official map of the city or any part thereof showing the streets, highways, historic districts, parkways, parks and playgrounds laid out, adopted and established by law. The city may also include the location of railroad rights–of–way, waterways

ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

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April 23, 2010

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. SB
Assistant City Engineer – Stormwater Utility and Parks

Cc: Ald. LaMacchia, District 5
Ald. Bogdala, District 17

Subject: ***Status Update – Comprehensive Outdoor Recreation Plan and Two Master Plans (Strawberry Creek and Sunrise Parks)***

BACKGROUND INFORMATION

Public Works staff held the kick-off meeting with Schreiber Anderson Associates Incorporated (SAA) regarding the Comprehensive Outdoor Recreation Plans and two Master Plan developments for Strawberry Creek and Sunrise Park.

The first steps in the Comprehensive Outdoor Recreation Plan was to develop a survey that residents will be able to let the Park Division know where their interests lie and the amenities that they are most interested in. The survey will be available through survey monkey and/or printed out and mailed into the Department of Public Works. The survey will give guidance to the vision of the park division through the residents of the City. The link for the survey is: www.surveymonkey.com/s/DCKLP25 .

SAA will also be attending a future Park Commission meeting to describe to the commission the goals and strategies of the CORP and master plan development.

Public Works staff will be coordinating with SAA and the district alderman for the first public information meeting regarding the Master Plan developments, which staff hopes to hold the week of May 10th.

RECOMMENDATION

Informational Only – No Action Required