

Agenda
Board of Parks Commission Meeting
625-52nd St, Room 204
Monday, May 9, 2016
5pm

Chairperson:	Eric Haugaard	Vice Chairperson:	Jan Michalski
Commissioner:	Keith W. Rosenberg	Commissioner:	Rocco J. LaMacchia, Sr.
Commissioner:	Jack Rose		

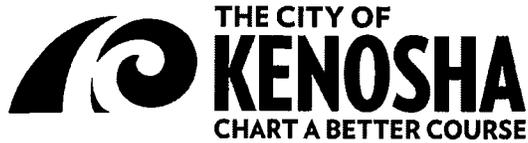
Call to Order
Roll Call
Citizens Comments

1. Request from Kelly Fleming to sell fermented malt beverages during the Wedding Reception at the Southport Beach House on Saturday, July 29, 2017. *(District 12)*
2. Request from Karon Thomas for a Birthday Party at the Southport Beach House on Friday, July 22, 2016 to:
 - a. Extend the Closing Hours to Midnight *(12:00am)*
 - b. Extend the Music Permit to 11:00pm *(District 12)*
3. Request from Alexis Perez for a Birthday Party at the Southport Beach House on Sunday, May 29, 2016 to:
 - a. Extend the Closing Hours to Midnight *(12:00am)*
 - b. Extend the Beer/Wine Permit to 11:30pm
 - c. Extend the Music Permit to 11:30pm *(District 12)*
4. Request from Willie Brown for reconsideration of park rental from Pennoyer/Bandshell to Kennedy Park with a Music Permit for a Family Reunion on Saturday, July 30, 2016. *(District 1)*
5. Request from Rotary Club of Kenosha West for their Softball Tournament on July 7-10, 2016 (rain dates of July 14-17, 2016) at Lincoln Park and Anderson Park. *(Districts 1 & 9)*
6. Request from Kenosha Crew (KASL) to hold their annual "Lose the Shoes Summer Sports Festival" Event on Saturday, July 30, 2016 at Simmons Island from 8:00am to 6:00pm. *(District 2)*
7. Request from Living Light Church to hold the "Beach Blast" Event on Saturday, June 25, 2016 at Simmons Island from 11:00am to 8:00pm. *(District 2)*

8. Request from the Southport Park Association to have the Southport Beach House at 6am for Yoga Classes on Tuesdays & Thursdays from May through August 2016. (*District 12*)
9. Request from Liam Moran for use of Baker Park on Saturday, June 25, 2016 to:
 - a. Hold a Car Show Event
 - b. Use of Public Amplification for Announcements (District 3)
10. Agreement by and between the Board of Parks Commissioners and the Boys and Girls Club of Kenosha, Inc. (*Oribiletti Center*) (*District 12*)
11. Reschedule of May 30, 2016 (*Memorial Day*) meeting.

COMMISSIONERS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.



May 4, 2016

TO: Eric Haugaard, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from Kelly Fleming to sell fermented malt beverages during the Wedding Reception at the Southport Beach House on Saturday, July 29, 2017. *(District 12)*

BACKGROUND/ANALYSIS

A request from Kelly Fleming has been received for permission to sell fermented malt beverages by a company that she has hired to handle all of the fermented malt beverage service and sales at the Southport Beach House for the Wedding and Ceremony on Friday, August 5, 2016.

RECOMMENDATION

Staff recommends approval pending approval of the Temporary Class "B" license from the City Clerk's Office.

JW/dm

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

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

Phone: 653-4080
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>7200</u>	Beer/Wine: <u>25</u>	Deposit: <u>300</u>	Total Due: <u>525</u>
Receipt #: <u>171946</u>	By: <u>Dm</u>	Zimbra: <input checked="" type="checkbox"/>	Park Calendar: <input checked="" type="checkbox"/>
Access Database: _____	Date Paid & Permit Issued: <u>4/8/16</u>		

INSTRUCTIONS:

- Please Print (blue or black ink)

Permitee Name: Kelly A. Fleming
Person authorized to sign this agreement on behalf of the organization.

Organization Name: _____

Address: 8863-17th Ave City: Kenosha State: WI Zip: 53143

Daytime Phone: 262 705-0067 Alternate Phone: 262-705-0067

FACILITY REQUESTED: Southport Beach House

Event Date: Friday, July 28 + Saturday, July 29, 2017

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

Attendance: 150 (Number of people) Time requested: From: 3pm to 10pm (Fri.) (Sat.)
(INCLUDES SETUP AND TAKE DOWN)

PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM

Beer/Wine Permit (For Consumption Only – No Selling; MUST BE 21 OR OLDER) (Yes) (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) (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) (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? (No) (Yes or No)
If yes, you must contact Diggers Hotline (1-800-242-8511) no later than five (5) business days prior to the event.

RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS

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



May 4, 2016

Kelly Fleming
8863 17th Ave
Kenosha, WI 53143

RE: Request to sell fermented malt beverages during the Wedding Reception at the Southport Beach House on Saturday, July 29, 2017.

Dear Miss Fleming:

Your request to sell fermented malt beverages during the Wedding Reception at the Southport Beach House on Saturday, July 29, 2017 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

**Monday, May 9, 2016
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 me at 262-653-4065.

Sincerely,

Diane S. Miles
Secretary of the Parks Commission

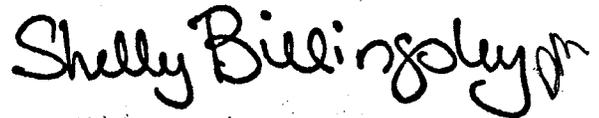
cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a



May 5, 2016

TO: Eric Hugaard, Chairman
Board of Park Commissioners

FROM: Shelly Billingsley, Director of Public Works



SUBJECT: Request from Karon Thomas for a Birthday Party at the Southport Beach House on Friday, July 22, 2016 to:
a. Extend the Closing Hours to Midnight (12:00am)
b. Extend the Music Permit to 11:00pm (District 12)

BACKGROUND/ANALYSIS

Staff received a request from Karon Thomas requesting to extend the closing hours to midnight and the music permit to 11pm at the Southport Beach House for a Birthday Party on Friday, July 22, 2016.

RECOMMENDATION

Staff recommends approval.

SB/dm

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

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

Phone: 653-4080
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>\$300</u>	Beer/Wine: <u>—</u>	Deposit: <u>\$300</u>	Total Due: <u>\$600</u>
Receipt #: <u>172154</u>	By: <u>DM</u>	Zimbra: _____	Park Calendar: _____
Access Database: _____	Date Paid & Permit Issued: <u>5/5/16</u>		

INSTRUCTIONS:

- Please Print (blue or black ink)

Permitee Name: Karon Thomas
Person authorized to sign this agreement on behalf of the organization.

Organization Name: _____

Address: 4807-10th Ave City: Kenosha State: WI Zip: 53140

Daytime Phone: (262) 412-4402 Alternate Phone: (262) 748-9750

FACILITY REQUESTED: Southport Beach House

Event Date: Friday, July 22, 2016

Nature of Event: Birthday party
(Be specific on what type of event – i.e., 15th birthday party, graduation, baby/bridal shower, wedding reception, etc.)

Attendance: 60 (Number of people) Time requested: From: 6 pm to 12 am
(INCLUDES SETUP AND TAKE DOWN)

PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM

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

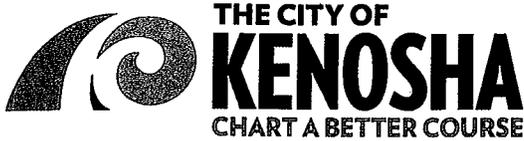
Do you plan to have a DJ? _____ (Yes or No)
Allowed only at Alford, Washington picnic shelters and Southport Beach House and Oribiletti Center.

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

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

RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS

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



PUBLIC WORKS
PARKS

May 6, 2016

Karon Thomas
4807 10th Ave
Kenosha, WI 53140

RE: The extension of hours & music permit at the Southport Park Beach for a Birthday Party on Friday, July 22, 2016.

Dear Ms Thomas:

Your request for an extension of hours & music permit at the Southport Park Beach for a Birthday Party on Friday, July 22, 2016 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 9, 2016
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

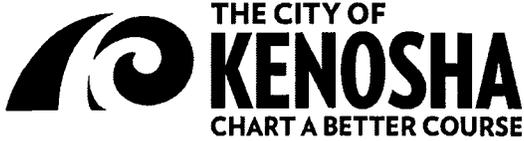
You and/or your representative are required to appear.

If you have any questions, you may contact me at 262-653-4065.

Sincerely,

Diane S. Miles
Secretary of the Parks Commission

cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a



May 4, 2016

TO: Eric Haugaard, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent (JW)

SUBJECT: Request from Alexis Perez for a Birthday Party at the Southport Beach House on Sunday, May 29, 2016 to:

- a. Extend the Closing Hours to Midnight (12:00am)
- b. Extend the Beer/Wine Permit to 11:30pm
- c. Extend the Music Permit to 11:30pm (District 12)

BACKGROUND/ANALYSIS

A request from Alexis Perez has been received for permission to extent the closing hours to midnight, beer/wine and music permit to 11:30pm at the Southport Beach House for a Birthday Party on Sunday, May 29, 2016.

RECOMMENDATION

Staff recommends approval.

JW/dm

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

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

Phone: 653-4080
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>300</u>	Beer/Wine: <u>25</u>	Deposit: <u>300</u>	Total Due: <u>625</u>
Receipt #: <u>172132</u>	By: <u>LD</u>	Zimbra: <u>LD</u> ✓	Park Calendar: <u>LD</u> ✓
Access Database: _____	Date Paid & Permit Issued: <u>5/3/16</u>		

INSTRUCTIONS:

- Please Print (blue or black ink)

Permitee Name: Alexis Perez
Person authorized to sign this agreement on behalf of the organization.

Organization Name: _____
Address: 7530 38th Ave City: Kenosha State: WI Zip: 53142
Daytime Phone: 262-765-1006 Alternate Phone: _____

FACILITY REQUESTED: Southport Beach House
Event Date: May 29 2016
Nature of Event: Birthday Party
(Be specific on what type of event – i.e., 16th birthday party, graduation, baby/bridal shower, wedding reception, etc.)
Attendance: 50 (Number of people) Time requested: From: 6pm to 12am
(INCLUDES SETUP AND TAKE DOWN)

PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM

Beer/Wine Permit (For Consumption Only – No Selling; MUST BE 21 OR OLDER) YES (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.

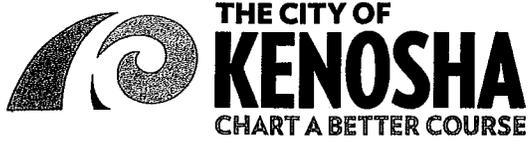
Do you plan to have a DJ? YES (Yes or No)
Allowed only at Alford, Washington picnic shelters and Southport Beach House and Oribiletti Center.

Do you plan to have a Band? NO (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? NO (Yes or No)
If yes, you must contact Diggers Hotline (1-800-242-8511) no later than five (5) **business** days prior to the event.

RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS

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



May 4, 2016

Alexis Perez
7530 38th Ave
Kenosha, WI 53142

RE: The extension of hours, beer/wine & music permit at the Southport Park Beach for a Birthday Party on Sunday, May 29, 2016.

Dear Ms Perez:

Your request for an extension of hours, beer/wine & music permit at the Southport Park Beach for a Birthday Party on Sunday, May 29, 2016 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 9, 2016
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 me at 262-653-4065.

Sincerely,

Diane S. Miles
Secretary of the Parks Commission

cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a



May 4, 2016

TO: Eric Haugaard, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from Willie Brown for reconsideration of park rental from Pennoyer/Bandshell to Kennedy Park with a Music Permit for a Family Reunion on Saturday, July 30, 2016. (*District 1*)

BACKGROUND/ANALYSIS

Staff received a request from Willie Brown to have his rental request be reconsidered and placed back at Kennedy Park along with his request for a music permit during a Family Reunion event on Saturday, July 30, 2016. As stated in the letter provided by Mr. Brown, the music will not be a DJ and will only be house speakers that are attached to an ipod.

RECOMMENDATION

Staff recommends approval.

JW/dm

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

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

Phone: 653-4080
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>\$100</u>	Beer/Wine: <u>\$25</u>	Deposit: <u>-</u>	Total Due: <u>\$125</u>
Receipt #: <u>171743</u>	By: <u>Dm</u>	Zimbra: <input checked="" type="checkbox"/>	Park Calendar: <input checked="" type="checkbox"/>
Access Database: _____	Date Paid & Permit Issued: <u>2/23/16</u>		

INSTRUCTIONS:

- Please Print (blue or black ink)

Permitee Name: Willie Brown
Person authorized to sign this agreement on behalf of the organization.

Organization Name: _____

Address: 1722 24th St. City: KENOSHA State: WI Zip: 53140

Daytime Phone: (262) 308-8794 Alternate Phone: _____

FACILITY REQUESTED: Kennedy Park

Event Date: Saturday, July 30, 2016

Nature of Event: Family Reunion
(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: 9am to 10pm
(INCLUDES SETUP AND TAKE/DOWN)

PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM

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

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

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

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

RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS

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

RESPONSIBILITY OF APPLICANT

5/2/16

Hi,

My name is Willie Brown. I ~~originally~~ ^{previously} wanted to have my family reunion at Pennover Park, but I'm considering Kennedy Park. Kennedy Park has more space for the games and activities. My first choice was Kennedy Park, but I was referred to a different park. Also, I'm planning on having a little music with an iPod and a house speaker if possible. Kennedy Park has more parking space as well.

THANKS,

Willie





May 2, 2016

Willie Brown
1722 24th St
Kenosha, WI 53140

RE: Reconsideration of Kennedy Park Rental with a Music Permit on July 30, 2016

Dear Mr Brown:

Your request for reconsideration of Kennedy Park rental for a music permit on July 30, 2016 for a Family Reunion will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 9, 2016
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 me at 262-653-4065.

Sincerely,

Diane S. Miles
Secretary of the Parks Commission

cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a



May 4, 2016

TO: Eric Haugaard, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from Rotary Club of Kenosha West for their Softball Tournament on July 7-10, 2016 (rain dates of July 14-17, 2016) at Lincoln Park and Anderson Park.
(Districts 1 & 9)

BACKGROUND/ANALYSIS

Staff received a request from the Rotary Club of Kenosha West to hold their annual Rotary Tournament at Lincoln Park and Anderson Park on July 7-10, 2016 with rain dates of July 14-17, 2016.

RECOMMENDATION

Staff recommends approval.

JW/dm

**City of Kenosha – Department of Public Works – Park Division
2016 ATHLETIC FACILITY RENTAL APPLICATION**

RETURN COMPLETED FORM TO:

Jodi McKinney
3617 – 65th Street
Kenosha, WI 53142
262-653-4052
jmckinney@kenosha.org



(Once approved by the Park Division, you will receive a signed copy of this to use as your permit.)

Name of Organization: Rotary Club of Kenosha West

Non-Profit Organization: (city should have on file) (tax exempt number or attach certificate)

Youth or Adult: Both Youth Age Group: _____

Contact Information:

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

Name: Frank Paocetti Title: Treasurer

Address: 7011 Pershing Blvd. Kenosha WI 53142
Street City State Zip

E-Mail Address (required for cancellations): fpaocetti@wi.rr.com

Phone: Daytime: (262) 653-4000 Cell Phone: (262) 914-5366

Requested Location: Lincoln Park & Anderson How many Diamonds Fields/Courts will you need? 4

Which Diamonds Fields/Courts do you prefer? all c Lincoln and one c Anderson

Type of Event: Baseball Softball Soccer Football Tennis Other _____

Purpose: Practice (no field prep) Game Tournament Other: _____

Will lights be required?: yes What time should staff turn on?: @ dusk

Pitching Rubber Distance?: _____ Baseline Distance?: _____

Mound Required?: _____

Special Requests for Equipment/Labor/Field Layout (additional fees may apply): usual maintenance of field/site from Thursday thru Sunday July 7-10 + Showmobile; benches

PRACTICE FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE

For Office Use ONLY		Clerk Initials <u>JW</u>
Approved by: <u>Jeff W. Lammock</u>	Date Approved: _____/_____/_____	
Insurance Received: _____/_____/_____	Schedule Received: _____/_____/_____	
Rules & Regulations Received: <u>4 / 27 / 16</u>	Deposit & Payment Received: _____/_____/_____	
Copy of Permit Given to Applicant on: _____/_____/_____		

**City of Kenosha - Department of Public Works - Park Division
2016 ATHLETIC FACILITY RENTAL APPLICATION (continued...)**

PLEASE LIST EACH DATE SPECIFICALLY. BLOCKING OFF TENTATIVE DATES IS NOT ALLOWED.

NOTE: All Park Facilities close at 10pm.

Organization: Rotary Club Kenosha Contact Person: Tom Anderson Sport: Softball

Lincoln:

Date: 7/7/16 Time: 3:00pm to 10:00pm Lights? Yes No Game/Practice: _____ Field# A11

Date: 7/8/16 Time: 8:00am to 10:00pm Lights? Yes No Game/Practice: _____ Field# A11

Date: 7/9/16 Time: 8:00am to 10:00pm Lights? Yes No Game/Practice: _____ Field# A11

Date: 7/10/16 Time: 9:00am to 10:00pm Lights? Yes No Game/Practice: _____ Field# A11

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Anderson:

Date: 7/7/16 Time: 3:00pm to 10:00pm Lights? Yes No Game/Practice: _____ Field# #1

Date: 7/8/16 Time: 8:00am to 10:00pm Lights? Yes No Game/Practice: _____ Field# #1

Date: 7/9/16 Time: 8:00am to 10:00pm Lights? Yes No Game/Practice: _____ Field# #1

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

Date: _____ Time: _____ to _____ Lights? Yes/No: _____ Game/Practice: _____ Field# _____

City of Kenosha – Department of Public Works – Park Division
2016 ATHLETIC FACILITY RENTAL APPLICATION (continued...)

By signing this application, I/we ("Permittee") agree to the following:

- (1) Immediately prior to the use of the park inspect the areas to be used, in accordance with, but not limited to, the Safety Checklist, which is attached hereto as Exhibit A and incorporated herein by reference, to determine whether or not the area is suitable and safe for Permittee's intended use. Permittee shall immediately report any unsafe conditions to the City of Kenosha Park Division or Police Department. Should any area of the park not be suitable for Permittee's intended use the area shall not be used until made safe. Permittee shall be responsible to deny access to the unsafe area during the duration of its use of the park unless representatives of the Park Division or Police Department have taken control of the unsafe area.
- (2) To indemnify and hold harmless the City of Kenosha, the City of Kenosha Board of Parks Commission, and their officers and employees from and against any and all liability, claims, damages, expenses, Attorney's fees costs, judgments or settlements which any of them may sustain that a person or party incur or suffer death, personal injury, or property damage as a result of any act or omission arising out of the use of the park property or out of any breach of this Agreement on the part of Permittee or its officers, employees or agents.
- (3) To reimburse the City of Kenosha Board of Parks Commission for any loss or damage to the park or any buildings, structures, or personal property located thereon caused by the negligent or intentional acts of a person using the park under the authority of this Agreement.
- (4) That the undersigned 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 and validly authorized and approved by all requisite action required by law; and © this Agreement constitutes the valid and binding agreement of the undersigned.
- (5) To comply with the Athletic Rules and Regulations for Practices, Games, and tournaments, copy of which is attached hereto as Exhibit B and incorporated herein by reference. THIS WOULD ONLY APPLY TO THOSE INSTANCES WHERE THERE IS A TOURNAMENT OR SPECIAL EVENT.

Applicant Signature: _____



Date: 4/26/16



May 4, 2016

Rotary Club of Kenosha West
Attn: Frank Pacetti
7011 Pershing Blvd
Kenosha, WI 53142

RE: 2016 Rotary Tournament on July 7-10, 2016 (rain dates of July 14-17, 2016) at Lincoln Park and Anderson Park.

Dear Mr Pacetti:

Your request on behalf of the Rotary Club of Kenosha West to hold the annual Rotary Tournament on July 7-10, 2016 (rain dates of July 14-17, 2016) at Lincoln Park and Anderson Park will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 9, 2016
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 me at 262-653-4065.

- Sincerely,

Diane S. Miles
Secretary of the Parks Commission

cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a
Frank Pacetti, City Administrator – interoffice



May 9, 2016

TO: Chairman Eric Haugaard, Board of Park Commissioners

RE: Lose the Shoes Summer Sports Festival

The Kenosha Area Soccer League/ Kenosha Crew is requesting of the Board of Park Commissioners the use of Simmons Island Park and beach on July 30, 2016 for the Lose the Shoes Summer Sport Festival. They also plan public amplification.

Recommendation: To approve the use of Simmons Island Park and beach for Lose the Shoes Summer Sports Festival on July 30, 2016.

**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

KASL / Kenosha Club

Name of Responsible Organization 2016 Lose The Stash Summer Sports Festival

Contact Person who is responsible for event: Jeff Regel

Address: 1330 - 52nd Street

City/State/Zip Kenosha, WI. 53142

Daytime # 262-818-1502 Evening # _____ Cell# 262-818-1502

Fax # _____ E-mail: JEFF.REGEL@YAHOO.COM

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

EVENT INFORMATION

Name of the Event: 2016 Lose The Stash Summer Sports Festival

Date Requested: 07/30/2016 Rain Date _____

Location Requested: Simmons Square Estimated Attendance 2,500+

Charitable Event: No _____ Yes, Proceeds donated to _____

Brief Description of the Event: SALO Soccer, Sand Volleyball Tournament

Set up date and time: Friday, July 29

Time of Event: 9:00 AM - 6:00 PM

Take down date and time: Sunday 8:00 AM - Noon

FOR OFFICE USE ONLY:

Application Packet Received _____ Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

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

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

Name of Event 2016, LOSE THE SHOES SUMMER SPORTS FESTIVAL

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

yes
yes/no

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

yes
yes/no

Water: Varies by location

PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year", Please also put a close accurate number in your request.

of Benches 3 # of Picnic Tables 5 # of extra trash containers 10

of Barricades 10 Any Bleachers _____ Any Reviewing Stands _____

Showmobile New _____ Old

Fencing: Snow Fencing # of feet 500 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.

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

Please review Item #8 in the Policy/Procedure Manual

Name of Event 2016 LOSS THE SHES SUMMER SPORTS FESTIVAL
Park Requested Summer Island Date of Event: 07/30/2016

**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: AAA TENT MASTERS
Work # 262-857-8368 Home # _____ Cell 3

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 [Signature] Date 05/02/2016

**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 2016 LOSE THE SHOES SUMMER SPORTS FESTIVAL

Location of Event: SEMMONS ISLAND Date of Event 06/30/2011

Contact Person JOE ROBERT

Type of Amplified Sound

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

Requested time of amplification: Start: 9:00AM Ending 6:00PM

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

Tom Dyer / Immune Baptist Church

Daytime # 262-331-3642 Evening # _____ Cell # 262-331-3642

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.



2016 Beach Blast Tournament Grounds

Beach Blast Stage

© 2016 Google

Orange Lines Represent Snow Fencing



March 31, 2015

Jeff Reget
KASL Kenosha Crew/Living Light Church
jeffreget@yahoo.com

RE: use for Simmons Island

To whom it may concern:

Your request for use of Simmons Island for the Lose the Shoes Summer Sports Festival event from 8am-6pm on Saturday, July 30, 2016 and the Beach Blast event from 11am-8pm on Saturday, June 25, 2016 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 9, 2016
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. Miles
Secretary of the Parks Commission

cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a
Kris Kochman – via email
via email jeffreget@yahoo.com



May 9, 2016

TO: Chairman Eric Haugaard, Board of Park Commissioners

RE: 2016 Beach Blast

Living Light Church is requesting of the Board of Park Commissioners the use of Simmons Island Park and beach on June 25, 2016 for the 2016 Beach Blast. They also plan public amplification.

Recommendation: To approve the use of Simmons Island Park and beach for the 2016 Beach Blast on June 25, 2016.

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 LINDA LIGHT CHURCH

Contact Person who is responsible for event: JEFF REUBT

Address: 1330 - 52ND STREET

City/State/Zip KENOSHA, WI. 53142

Daytime # 262-818-1502 Evening # 262-818-1502 Cell# 262-818-1502

Fax # _____ E-mail: JEFF.REUBT@YAHOO.COM

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

EVENT INFORMATION

Name of the Event: 2016 BEACH BLAST

Date Requested: 06/25/2016 Rain Date N/A

Location Requested: SEMMONS ISLAND Estimated Attendance 2,000

Charitable Event: No Yes, Proceeds donated to _____

Brief Description of the Event: SOCCER, SAND, SAND VOLLEYBALL, SAND DODGEBALL, MUSIC, FOOD.

Set up date and time: FRI, JULY 24 12:00PM + SATURDAY 5:00AM - 8:00AM

Time of Event: 11:00AM - 8:00PM

Take down date and time: SUNDAY, JUNE 26TH

FOR OFFICE USE ONLY:

Application Packet Received _____ Admin. Or Commission Approval _____

Copies sent to: Alderperson _____ Dirk _____ Police _____

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

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

Name of Event 2016 BEACH BLAST

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

yes
yes/no

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

yes
yes/no

Water: Varies by location

PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year", Please also put a close accurate number in your request.

of Benches 5 # of Picnic Tables _____ # of extra trash containers 10

of Barricades 10 Any Bleachers _____ Any Reviewing Stands _____

Showmobile New _____ Old _____

Fencing: Snow Fencing # of feet 500 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.

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

Please review Item #8 in the Policy/Procedure Manual

Name of Event 2016 BEACH BLAST

Park Requested Simmons Island Date of Event: July 25

**Structure location must be placed on site map.

Type of Temporary Structure

Tent

Staging

Trailers

Inflatables

Dunk Tank

Other, Please explain MUSIC STAGE

Vendor Information

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

Name of Company/Individual: AAA Tent ^{MASTERS} / MP PRODUCTIONS

Work # 262-857-8368 Home # _____ Cell 262-751-9681

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 [Handwritten Signature]

Date 05/02/2016

**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: 2016 BEACH BLAST

Location of the Event: SEMPIONE ISLAND Date of Event JUNE 25

Name of Group/Organization providing the service LAVELLE WRESTLING CLUB

Contact Person JEFF REWST

Address 6102 - 39TH AVE, KENOSHA, WI. 53142

Daytime # 262-818-1502 Evening # _____ Cell # 262-818-1502

Product or Service Sold

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

FOOD / T-SHIRTS

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]) TABLES, TENTS, ELECTRICITY

Insurance

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

Insurance Company _____

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

Signature

Vendor Signature [Signature]

Date 05/02/2016



Orange Lines Represent Snow Fencing



May 4, 2016

TO: Eric Haugaard, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from the Southport Park Association to have the Southport Beach House at 6am for Yoga Classes on Tuesdays & Thursdays from May through August 2016. (*District 12*)

BACKGROUND/ANALYSIS

Staff received a request from the Southport Park Association to have the Southport Beach House at 6am for Yoga Classes on Tuesdays & Thursdays from May through August 2016.

RECOMMENDATION

Staff recommends approval.

JW/dm

Zimbra**dmiles@kenosha.org**

Request Letter for 6:30am Yoga at Southport Beach House

From : Susan Andrea <susan@andreahome.com>
Subject : Request Letter for 6:30am Yoga at Southport Beach House
To : publicworks@kenosha.org

Tue, May 03, 2016 02:21 PM
■ 1 attachment

Hi Shelly,

Attached is a letter requesting approval for the 6:30 am yoga classes.
I had sent a request thru the Kenosha.org site but I am not sure that it ever went thru properly because typically I would receive an acknowledgement that it was sent out.
Please do not hesitate to call if you have any questions.

Thank you,
Susan

Susan Andrea
andrea**home**

262.515.3555 mobile

— **Document1.docx**
15 KB

May 3, 2016

Dear Shelly,

On behalf of the Southport Park Association I would like to request approval for holding the Sunrise Yoga classes at 6:30 am on Tuesdays and Thursdays.

Due to a misunderstanding on my part, and based on the time of previously held classes, we have already secured the yoga instructors and promoted the classes heavily on social media and flyers for the 6:30 to 7:30 time slot. This is the preferred time for those that need to get to work.

Today was the first class and we had an amazing turn out and took in over \$300 which will go towards renting the Beach House for July and August classes.

The majority of the students who attended today's class said that they would not be able to attend a later class because of work obligations.

We appreciate your cooperation in our mutual efforts to help make the Beach House more accessible to all and to provide educational and enrichment programs that benefit our entire community.

Please feel free to contact me with any questions you may have.

Thank you,

Susan

Susan Andrea-Schlenker
President,
The Southport Park Association.
262-515-3555 mobile



May 4, 2016

Susan Andrea-Schlenker
The Southport Park Association, President
susan@andreahome.com

RE: Permission to have the Southport Beach House at 6am for Yoga Classes on Tuesdays & Thursdays from May through August 2016. (*District 12*)

Dear Ms Andrea-Schlenker:

Your request to have the Southport Beach House at 6am for Yoga Classes on Tuesdays & Thursdays from May through August 2016 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 9, 2016
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

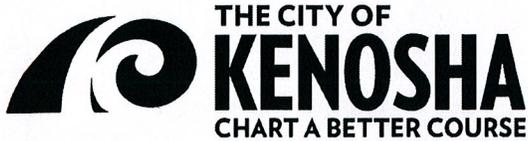
You and/or your representative are required to appear.

If you have any questions, you may contact me at 262-653-4065.

Sincerely,

Diane S. Miles
Secretary of the Parks Commission

cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a



May 4, 2016

To: Chairperson Eric Haugaard
Board of Park Commissioners

From: Shelly Billingsley, MBA, PE
Director of Public Works

Shelly Billingsley KB
5/4/16

Subject: Request for use of Baker Park by Liam Moran

BACKGROUND INFORMATION

Liam Moran is requesting use of Baker Park on Saturday, June 25, 2016 (with a rain date of Sunday, June 26, 2016) for a car show with guest speaker. Mr. Moran is requesting to put up tents and amplified sound for speeches and announcements. The event will take place from 9:00AM to 12:00PM with set up at 8:30AM and take down at 12:30PM.

RECOMMENDATION

Approve use of Baker Park for Saturday, June 25, 2016 (with a rain date of Sunday, June 26, 2016) with the following stipulations:
Mr. Moran must provide the name of the company or individual who will be providing the tents and amplification. He will also need to supply liability insurance for the event per the requirements of the application.

SAB/kjb

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 Liam Moran
Contact Person who is responsible for event: Liam Moran
Address: 610^a 20th Ave
City/State/Zip Kenosha WI 53143
Daytime # 262-344-0213 Evening # 262-344-0213 Cell# 262-344-0213
Fax # _____ E-mail: liammoran@hotmail.com
Is the Host Organization a 501(c)-3? Yes, provide ES# N/A

EVENT INFORMATION

Name of the Event: Car Show
Date Requested: 6-25-16 Rain Date 6-26-16
Location Requested: Baker Park Estimated Attendance 300
Charitable Event: No _____ Yes, Proceeds donated to _____
Brief Description of the Event: Car show with a guest speaker
Set up date and time: 6-25 18:30 AM
Time of Event: 9:00 AM
Take down date and time: 12:00 PM / 12:30 PM

FOR OFFICE USE ONLY:

Application Packet Received 4/29/16 Admin. Or Commission Approval _____
Copies sent to: Alderperson _____ Dirk _____ Police _____
Fire: _____ PW Admin _____ PW-Streets: _____ Kris _____

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

Name of Event Car Show

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

Yes
yes/no

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

No
yes/no

Water: Varies by location

PARK DIVISION:

Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year", Please also put a close accurate number in your request.

of Benches 2 # 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.

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

Please review Item #8 in the Policy/Procedure Manual

Name of Event Car Show

Park Requested Baker Park Date of Event: 6-25-16

*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 Car Show
Location of Event: Baker Park Date of Event 6-25-16
Contact Person Liam Moran

Type of Amplified Sound

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

Requested time of amplification: Start: 9:00 AM Ending Noon

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

Rent - TBD

Daytime # _____ Evening # _____ Cell # _____

Aldersperson notification

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

_____ Yes _____ (No) Date: _____

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



May 4, 2016

Liam Moran
6109 20th Ave
Kenosha, WI 53143

RE: Park use of Baker Park

Dear Mr Moran:

Your request for park use at Baker Park for a Car Show Event on Saturday, June 25, 2016 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 9, 2016
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 Kristin Brown at 262-653-4059 or kbrown@kenosha.org.

Sincerely,

Diane S. Miles
Secretary of the Parks Commission

cc: Board of Parks Commission
Shelly Billingsley, Acting Director of Public Works – w/a
Jeff Warnock, Superintendent of Parks – w/a
Kristin Brown – via email
via email liammoran@hotmail.com

AGREEMENT

By and Between

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

And

THE BOYS AND GIRLS CLUB OF KENOSHA, INC.

This Agreement is made and entered into by and between the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN, a Municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 3617 65th Street, Kenosha, WI 53142, hereinafter referred to as "BPC" and BOYS & GIRLS CLUB OF KENOSHA, INC., organized and existing under the laws of the State of Wisconsin, having its principal office at 1330-52nd Street., Kenosha, WI 53140, hereinafter referred to as "B&G".

WITNESSETH

WHEREAS, the City of Kenosha ("City") is the owner of park land located at 6900 18th Avenue commonly known as Lincoln Park including the Oribiletti Center (hereinafter "PREMISES"); and

WHEREAS, BPC has the statutory authority to govern, manage, control, improve, and care for the City's parks; and

WHEREAS, B&G desires to provide a weekday mentoring and prevention summer program on the PREMISES for eleven (11) weeks during the summer of 2016 ("PROGRAM"); and

WHEREAS, B&G desires to have preferential use of the "PREMISES" for said purpose; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, BPC and B&G agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. BPC SUPPORT. BPC shall provide the following:

A. BASIC SERVICES.

1. Provide, as is presently available to the facility and at BPC'S sole discretion,

electrical power, water, and sewage and trash/recyclable removal.

2. Maintain the exterior and all structural components of the facility, as determined by BPC in its sole discretion.
3. Provide grounds and lawn care for the PREMISES, as determined by City in its sole discretion.
4. Determine and pay, in its sole discretion, for capital improvements made to the PREMISES.

B. SIGNAGE.

Grant approval, subject to City Code requirements and approvals, for B&G to place an informational sign on the PREMISES with such placement, design and size subject to prior written approval of the Superintendent of Parks.

C. INSURANCE.

Maintain, through the City, casualty insurance on the Oribiletti Center, including fire and extended coverage, to protect the City's interest in the building, however, the City shall not provide coverage for contents owned by B&G, its agents, employees, or volunteers. B&G shall also, through the City, maintain commercial general liability insurance in the amount of not less than \$1 million each occurrence and \$1 million general aggregate.

II. B&G SUPPORT. B&G shall provide the following to ensure that Oribiletti Center operates and accomplishes the goals outlined herein:

A. OPERATION.

1. Provide management, leadership, staff and volunteers to operate the PROGRAM.
2. Operate the PROGRAM on weekdays from 12:00p.m – 6:00p.m. between and including June 13, 2016, through August 26, 2016, excluding July 4th.
3. While B&G shall have preferential use of the PREMISES while operating the PROGRAM it shall not have exclusive use of the PREMISES during such time it being understood that the public shall be entitled to use whatever portions of the PREMISES are not being utilized by the PROGRAM.

B. SITE MAINTENANCE.

1. Acquire and be responsible for Oribiletti Center related furniture, equipment, telephone and Internet access, and supplies.
2. Maintain the interior of the Oribiletti Center, and assist City, where possible, in

maintaining the PREMISES through periodic litter removal and/or other aesthetic improvements. B&G shall also be responsible to separate and segregate all trash and recyclables.

3. Any changes to the PREMISES, whether the Oribiletti Center or the land, and any fixtures, thereto are prohibited unless approved by the BPC. Any proposed changes shall be submitted for approval to BPC through the City's Director of Public Works.
4. Provide all janitorial services reasonably necessary to maintain the Oribiletti Center in good condition.
5. Make the Oribiletti Center available for use by the City, or any related City agency/ department, upon reasonable notice being provided to B&G by City or BPC.
6. Shall not assign its interest in this Agreement to any other party without authorization from BPC.

C. NOTIFICATION.

Special events utilizing excessive parking and/or area of the PREMISES shall require thirty (30) days written notice and permission granted by the BPC to ensure there is no conflict.

D. INSURANCE.

On or before June 1, 2016, B&G shall procure and maintain, during the course of this Agreement, insurance policies as hereinafter specified to insure against all risk of loss for the use of the PREMISES. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. B&G shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of the City and BPC as an "additional insured", and proof payment of premium to the City Clerk/Treasurer for approval. B&G shall also provide a copy of the "additional insured" endorsement. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, insurance coverage required herein lapses or B&G fails to maintain insurance coverage, City may declare this Agreement null and void as of the date the insurance policy was in effect. The failure of B&G to take out and maintain the required insurance shall not relieve B&G from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of B&G in Section II E. of this Agreement. B&G shall maintain during the course of this Agreement insurance with limits as follows:

1. Commercial General Liability
 - i. Bodily injury:
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate

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

- 2. Umbrella Policy
 - i. \$2,000,000.00. Further, such policy shall have the same protection/coverage as the primary policy/policies.

E. INDEMNITY AND HOLD HARMLESS.

B&G agrees that it will indemnify and hold harmless BPC, City of Kenosha and their officers and employees (collectively “Indemnitees”) against any and all claims, liability, loss charges, damages, costs, expenses or reasonable attorney fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES, resulting from (1) operations, works, acts or omissions performed on PREMISES by B&G, its officers, employees or representatives; or (2) B&G’s failure to perform or observe any of the terms, covenants and conditions of this Agreement. Upon the filing with City and/or City of Kenosha of a claim for damages arising out of any incidents(s) which B&G herein agrees to indemnify and hold harmless the Indemnitees, B&G shall be notified of such claim, and in the event B&G does not settle or compromise such claim, then B&G shall undertake the legal defense of the claim on behalf of B&G and the Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against any Indemnitee for any cause for which B&G is liable hereunder, shall be conclusive against B&G as to liability and amount of damages. This provision shall survive expiration or termination of this Agreement to the extent necessary to effectuate its purpose.

III. TERMINATION.

- A. In the event either party should fail to fulfill in a timely manner any of its obligations under this Agreement, the non-breaching party shall give ten (10) days written notice to the breaching party, describing the breach and allowing the breaching party five (5) days to cure said breach. If said breach cannot reasonably be cured within five (5) days, the breaching party shall be entitled to such additional time as is reasonably necessary to cure the breach. In the event the breaching party does not cure the breach within five (5) days (or such longer period as is reasonably necessary), the non-breaching party shall have the right to terminate this Agreement by giving a notice of termination to the breaching party. Absent any early termination as set forth hereinabove this Agreement shall terminate on August 26, 2016.
- B. In the event the Oribiletti Center is destroyed or substantially damaged to the extent City elects not to repair the building, then this Agreement shall immediately terminate. Any contents not removed by B&G within twenty-one (21) days of such event shall be considered abandoned, and may be disposed of at the sole discretion of City.

IV. MISCELLANEOUS

- A. Each party shall continue to enjoy all rights, claims and defenses available to it under law. By executing this Agreement, neither B&G nor City waives any constitutional, statutory or common law requirements or defenses, nor shall the provisions of this Agreement create any rights in any third party.
- B. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to City: City of Kenosha Parks Division
Attention: Director of Parks
3617 65th Street
Kenosha, WI 53142

with copies to: City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

Director of Public Works
625 52nd Street, Room 305
Kenosha, WI 53140

If to B & G: Chief Executive Officer
Boys & Girls Club of Kenosha, Inc.
1330-52nd Street
Kenosha, WI 53140

- C. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- D. It is expressly understood and agreed between the parties hereto that this Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter contained herein. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. It is specifically understood that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to) or agreements, contracts or understandings, whether oral or written, which may have taken place, or been in existence at any time between the parties.

- E. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- F. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.
- G. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- H. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by the parties.
- I. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.
- J. 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 and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, B&G and City have executed this Agreement as of the date set forth below.

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

BY: _____
ERIC HAUGAARD, Chairman

Date: _____

BY: _____
SHELLY BILLINGSLEY, Director of Public Works

Date: _____

COUNTY OF KENOSHA)
 :SS.
STATE OF WISCONSIN)

Personally came before me this _____ day of _____, 2016, Eric Haugaard, Chairman, of the Board of Park Commissioners, and Shelly Billingsley, Director of Public Works, for the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be the such Chairman of said Commission and Director of said department of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Print Name: _____
Notary Public, Kenosha County, State of Wisconsin
My Commission expires/is: _____

