

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, May 11, 2015 - 5:00 pm

Chairman:	Scott N. Gordon	Vice Chairman:	Keith W. Rosenberg
Commissioner:	Kurt Wicklund	Commissioner:	Rocco J. LaMacchia, Sr.
Commissioner:	Jack Rose		

Call to Order
Roll Call

Approval of the minutes of the meeting held on April 27, 2015

1. Request from the Kenosha Public Library Foundation to hold their “Simmons Library 115th Anniversary Celebration” event on Saturday, July 18, 2015 (*with a rain date of Saturday, July 25, 2015*) at Library Park. (*District 2*)
2. Request from Maria Miranda for permission to operate her peddler stand business at Pennoyer Park on July 4, 2015 from 11:00am – 6:30pm. (*District 1*)
3. Request from Sherron Leggett for permission to operate his peddler stand business at Civic Center Park or Pennoyer Park on Tuesdays and Thursdays and Navy Memorial Park or Veterans Memorial Park on Fridays and Saturdays. (*Districts 1 & 2*)
4. Award of Contract for Project 14-1426 Petzke Park Phase 3 (*1700 29th Street*) to Magill Construction Company, Inc. (*Elkhorn, Wisconsin*) in the amount of \$390,000.00. (*District 1*) (*Park Funds Only*) (*Also referred to Public Works*)
5. Award of Professional Service Contract for Project 15-1417 Parkway Tree Removal to Affordable Tree Care LLC (*Sturtevant, Wisconsin*) in the amount of \$65,000. (*Also referred to Public Works*)
6. Award of Contract for Project 14-1424 Southport Beach House Roof Replacement Rebid (*7825 1st Avenue*) to Carlson Racine Roofing & Sheet Metal, Inc. (*Racine, Wisconsin*) in the amount of \$316,000.00. (*District 12*) (*1/26/15-Park Commission approved 5-0; 2/2/15-Common Council deferred; 3/16/15-Common Council referred back to Park Commission; 3/19/15-Park Commission approved recommendation 5-0 to set the current bids aside and direct staff to prepare and distribute a bid for repair of the slate portion; 5/4/15-Common Council deferred 30 days*) (*Also referred to Public Works*)
7. Approval of the Site Lease Agreement by and between the City of Kenosha Board of Park Commissioners and T-Mobile Central LLC regarding a portion of 2205 Washington Road.
8. Reschedule of May 25, 2015 (*Memorial Day*) meeting.

INFORMATIONAL ITEMS:

1. Project Status Report

**DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS PERTAINING TO
PARKS COMMISSION MATTERS AS AUTHORIZED BY LAW**

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

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

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, April 27, 2015

A meeting of the Board of Park Commissioners was held on Monday, April 27, 2015 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners Wicklund, Rose, and Rosenberg. Commissioner LaMacchia was excused. Staff members in attendance were: Shelly Billingsley, Acting Director of Public Works/City Engineer; Greg Holverson, Assistant City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Dan Miskinis and Alderperson Curt Wilson.

It was moved by Commissioner Rosenberg, seconded by Commissioner Rose, to approve the minutes from the meetings held on Monday, March 9, 2015, Thursday, March 19, 2015 and Monday, April 6, 2015. Motion carried unanimously.

1. Request from the Urban League of Racine & Kenosha to hold their annual "Juneteenth Festival" on Saturday, June 20, 2015 (*with a rain date of Saturday, July 11, 2015*) from 11:00am to 6:30pm at Pennoyer Park and the Bandshell. (*District 1*)

Public Hearing: Yolanda Adams spoke.

It was moved by Commissioner Wicklund, seconded by Commissioner Rose to approve.

Motion carried unanimously.

2. Election of Commission Chairman 2015/2016.

It was moved by Commissioner Rose, seconded by Commissioner Rosenberg to nominate Alderperson Gordon.

Public Hearing: No one spoke.

Motion to nominate Alderperson Gordon as Chairman carried unanimously.

3. Election of Commission Vice Chairman 2015/2016.

It was moved by Commissioner Wicklund, seconded by Commissioner Rose to nominate Alderperson Rosenberg.

Public Hearing: No one spoke.

Motion to nominate Alderperson Rosenberg as Vice Chairman carried unanimously.

INFORMATIONAL ITEMS:

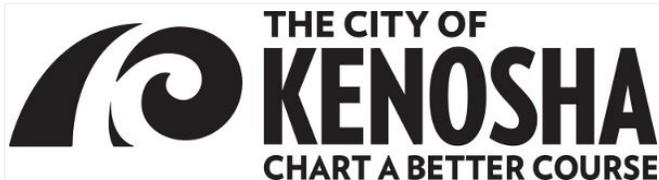
1. Project Status Report – Shelly Billingsley spoke.
2. Increased Demand for Run/Walk Events – Shelly Billingsley and Jeff Warnock spoke.

SUPERINTENDENT COMMENTS: None

CITIZEN COMMENTS: Tammy Conforti went to Petzke Park today. She is very excited and great to see the initial work. She also stated she is still working to the \$650,000 goal and is getting ready for full out recruitment of volunteers to build.

COMMISSIONER COMMENTS: Commissioner Wicklund stated he met with Frank Carmichael on working on the Frisbee Golf at Lincoln Park. Commissioner Rose gave an update on the Velodrome.

ADJOURNMENT - There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:12 pm.



Keith G. Bosman
Mayor

April 27, 2015

TO: Chairman Scott Gordon, Board of Park Commissioners

FROM: Mayor Bosman

RE: Simmons Library 115th Anniversary Celebration

The Kenosha Public Library Foundation is requesting from the Parks Commission the use of Library Park for the Simmons Library 115th Anniversary Celebration to be held July 18, 2015 (rain date of July 25, 2015). Set up will take place beginning at 7 a.m. July 18, and take down will be completed on July 18, 2015.

Recommendation: Parks Commission approval of use of Library Park for the Simmons Library 115th Anniversary Celebration to be held July 18, 2015 (rain date of July 25, 2015).

**SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

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

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Kenosha Public Library Foundation

Contact Person who is responsible for event: Pat Demos

Address: 3600 52nd St

City/State/Zip Kenosha, WI 53144

Daytime # 359-2257 Evening # 552-8358 Cell# _____

Fax # _____ E-mail: pdemos@kUSD.edu

Is the Host Organization a 501(c)-3? Yes, provide ES# 43596

EVENT INFORMATION

Name of the Event: Simmons Library 115th Anniversary Celebration

Date Requested: 7/18/15 Rain Date 7/25/15

Location Requested: Library Park Estimated Attendance 1,000

Charitable Event: No _____ Yes, Proceeds donated to _____

Brief Description of the Event: Games, library tours, music

Set up date and time: 7/18/15 morning

Time of Event: noon-5pm

Take down date and time: 7/18/15 evening

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 115th Anniversary Simmons Library Celebration

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.

n Electric: Service varies by location. The organization may be
yes/no required to provide their own generators in order to supply the level of service required for their event.

n Water: Varies by location
yes/no

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 _____ # of Picnic Tables 30 # 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: Delivered to Library Park North on Friday, July 17.

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.



April 28, 2015

Kenosha Public Library Foundation
Attn: Pat Demos
3600 52nd St
Kenosha, WI 53144

RE: Park use for Library Park

To whom it may concern:

Your request for park use at Library Park for the Simmons Library 115th Anniversary Celebration event from on Saturday, July 18, 2015 (*with rain date of Saturday, July 25, 2015*) will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 11, 2015
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,

A handwritten signature in blue ink that reads "Diane S. Miles". The signature is written in a cursive style.

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 pdemos@kUSD.edu



May 8, 2015

TO: Scott N. Gordon, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

RE: Request from Maria Miranda for permission to operate her peddler stand business at Pennoyer Park on July 4, 2015 from 11:00am – 6:30pm. (*District 1*)

BACKGROUND/ANALYSIS

The Department of Public Works received a request from Maria Miranda on May 6, 2015 for permission to have her peddler stand business in Pennoyer Park on July 4, 2015 from 11:00am to 6:30pm.

RECOMMENDATION

To approve the request.

Maria Miranda
La Morelia Natura LLC
3029 60 st
Kenosha WI, 53144
262 577-5607

cell 262-577-5607
8/8-2015

This letter is for the park commission in Kenosha WI.

We are a small business that we want to sell fresh fruit and ice pop , ice cream,
sodas, water, chip , nachos cheese jalapenos .
on July 4 2015 at 11:00 am 6:30 pm on pennoyer park.

La Morelia Natural has the temporary food service permit license
And peddler's stand license.

Thank you
La Morelia Natural

Maria Miranda





PEDDLER STAND

TYPE: 129 Fee: \$100.00/term

Expires: September 30, 2015

COPY

FILED	<u>5-6-15</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV	
LP	
CC	

- Applicant: Maria Miranda District # 10
 - Driver's License or I.D. copy attached and Applicant's Report - Police Record copy attached
 - Residence Address: 4217 30 AVE Kenosha WI 53141 Phone: 262-818-2915
 - Email: mariahidsworld@hotmail.com
(correspondence will be via email if address is given)
 - Business Name & Mailing Address: La Morelia Natural 3029 60th Kenosha WI
 - Location of Stand: Penroyer Park Bandshell
(Address or Intersection)
 - Is Stand Located In a City Park or City Property? Yes No
If yes, approval needed from Parks Department or Public Works
 - Date(s) Stand will operate: 7-4-15 Time: 11:00 AM 6:30 PM
(9:00am to 8:00pm only)
 - Describe the food, beverages, merchandise or services to be sold: Nature fruit, Sodas, water, Ice cream, Mexican chips, Ice Pop, Nachos cheese Jalapeños
 - Are You Selling Food? Yes No If selling food, a copy of Kenosha County Food Permit is required. attached Yes No
 - I have received or I can obtain at www.kenosha.org, a copy of the Ordinance pertaining to Peddler's & Peddler's Stand License(s). Yes No
 - Will a car or truck be used to conduct business? Yes No If yes, certificate of liability attached
- Motor vehicles shall, at the cost and expense of applicant/permit holder, be inspected by an Automotive Service Excellence (A.S.E.) Certified Technician, who shall fill out, date and sign a Safety and Maintenance Inspection Report and a copy of their certification. The Report shall verify that the motor vehicle inspected is safe for operation on City streets. The Report shall be filed with the City Clerk/Treasurer with the permit application/renewal or at any time prior to which a motor vehicle will be utilized, or at any time directed by the Police Chief of designee thereof, based upon personal observation of a police officer indicating a lack of required maintenance.
- Vehicle inspection by an A.S.E. Certified Technician Yes No n/a Report & Certification attached
 - Does the motor vehicle contain sound amplifying equipment (example-ice cream truck-music) Yes No If so, attach a copy of your Kenosha County Sound Truck application receipt.
*Attached Yes No n/a

15. Motor vehicles are required to be marked on both sides with the name of the owner in letters not less than two and one-half (2 1/2") inches in height in a color contrasting with the color of the vehicle.
Is vehicle marked? Yes No n/a IF NO, LICENSE WILL NOT BE ISSUED.

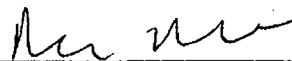
PLEASE READ:

Probationary Term. An approved location shall be subject to a probationary period of thirty (30) consecutive days. If no written complaints or objections with respect to the approved location are received by the Clerk during the probationary period, the location shall be the "location" of the stand for the remainder of the licensing period. If a complaint or objection is received, it shall be forwarded to the Common Council for further consideration of the stand location. The probationary period shall be extended as long as the location remains under Council consideration. The Council shall either confirm or amend the location. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval.

I hereby appoint the municipal clerk for the City of Kenosha or his/her agent to accept service of process in any civil action brought against me in connection with direct sales activities if I cannot, after reasonable effort, be personally served.

I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Applicant's Signature:



Date:

5-15-15

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office


(Applicant's Initials)

COPY

APPLICANT'S REPORT- POLICE RECORD



NAME: Maria Miranda

ADDRESS: 4217 30 Ave

DATE OF BIRTH: 12-12-76

DRIVER'S LICENSE #: M653-5447-6952-07
(must indicate if this is not a Wisconsin DL)

LICENSE APPLIED FOR: _____

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. In the event the information is untrue, incorrect, and/or incomplete it will be denied.

1. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No
 If yes, state: **charge, year, result**

2. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time? Yes No
 If yes, state: **charge, year, result**

3. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State? Yes No **If yes, explain:**

4. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State? Yes No **If yes, explain:**

5. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? Yes No
 If yes, state: **charge, year, result**

KENOSHA COUNTY DIVISION OF HEALTH
8600 SHERIDAN ROAD, SUITE 600
KENOSHA, WISCONSIN 53143 (262-605-6700)

TEMPORARY FOOD SERVICE PERMIT APPLICATION

La Morelia Natural 3029 60th Kenosha WI 53144
NAME OF OPERATOR/ORGANIZATION MAILING ADDRESS

Maria Miranda 262-818-2615
LICENSEE/CONTACT PERSON PHONE NUMBER

4 of July @ Harbor Market Peninsula Park
EVENT NAME LOCATION OF EVENT

7-4-15 11.00 Am - 6:30 pm 11.00 Am - 6:30 pm
DATE(S) OF EVENT TIME OF EVENT SET-UP TIME FOOD WILL BE SERVED

EVENT COORDINATOR: 4 of July PHONE: 262-818-2615

MENU: LIST ALL ITEMS Nature fruit, Sodas water, Ice cream
Mexican chips, Ice pop, Nachos cheese Salapenos

WILL ALL FOODS BE PREPARED AT THE TEMPORARY FOOD SERVICE BOOTH? YES NO
(NOTE: HOME-PREPARED FOODS ARE NOT PERMITTED)

IF NO, WHERE WILL THE FOOD PREPARATION OCCUR? (NAME OF FACILITY AND ADDRESS)

HOW WILL YOU PROVIDE TEMPERATURE CONTROL FOR POTENTIALLY HAZARDOUS FOODS?
CIRCLE AS MANY AS YOU WILL BE USING:

HOT HOLDING: STEAM TABLE, OVEN, CHARCOAL GRILL, GAS GRILL, STEAMERS, STOVE, HOT
HOLDING CASE, OTHER: Fooder

COLD HOLDING: COMMERCIAL REFRIGERATOR/FREEZER, REFRIGERATED TRUCK, DRAINED ICE,
DRY ICE, OTHER:

HANDWASH FACILITIES MUST BE SET UP IN THE BOOTH BEFORE ANY FOOD PREPARATION MAY BE DONE

In making this application, I understand that this business is subject to the provisions of Chapter 16 of the Municipal Code of Kenosha County.

Maria Miranda 5-1-14
SIGNATURE OF APPLICANT DATE

APPROVED BY: Tom B... DATE 5-4-15
HEALTH INSPECTOR

FEE: 134.00 / 143.00

Zimbra**dmiles@kenosha.org**

Temporary Restaurant License - La Morelia Natural

From : Thomas Busalacchi
<Thomas.Busalacchi@kenoshacounty.org>

Wed, May 06, 2015 03:34 PM

Subject : Temporary Restaurant License - La Morelia
Natural

To : dmiles@kenosha.org

Diane,

La Morelia Natural (Licensee: Maria Miranda) is licensed as a temporary restaurant effective May 4, 2015. A copy the licensees approved application serves as the temporary restaurant license until an official license is received.

If you have any questions, please contact me.

Sincerely,

Tom Busalacchi, RS
Sanitarian
Kenosha County Division of Health
8600 Sheridan Road Suite 600
Kenosha, WI 53143-6515
262-605-6743
<mailto:thomas.busalacchi@kenoshacounty.org>

Zimbra

dmiles@kenosha.org

Re: peddler stand 05/06/2015 10:31

From : Ryan Stich <rstich@kenosha.org>
Subject : Re: peddler stand 05/06/2015 10:31
To : Diane Miles <dmiles@kenosha.org>

Wed, May 06, 2015 10:42 AM


 3 attachments

Its not a food truck so its OK.

Ryan Stich
Clerk Typist
City Clerk's Office
625 52nd St. Room 105
Kenosha, WI 53140
262.653.4020



From: "Diane Miles" <dmiles@kenosha.org>
To: "Ryan Stich" <rstich@kenosha.org>
Sent: Wednesday, May 6, 2015 10:38:47 AM
Subject: Re: peddler stand 05/06/2015 10:31

Questions 13-15 were not answered. I don't know if that matters or not.

Diane Miles
Clerk Typist III
262-653-4050
262-653-4065 (direct)
262-653-4056 (fax)
Department of Public Works
625 52nd St, Rm 305
Kenosha, WI 53140



From: "Ryan Stich" <rstich@kenosha.org>



THE CITY OF
KENOSHA
PUBLIC WORKS

May 6, 2015

La Morelia Natura LLC
Attn: Maria Miranda
3029 60th St
Kenosha, WI 53144

RE: Peddler Stand in Pennoyer Park on July 4, 2015

To whom it may concern:

Your request for a peddler stand in Pennoyer Park on July 4, 2015 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

Monday, May 11, 2015
5:00 p.m.
Room 204
Kenosha Municipal Building, 625-52nd Street

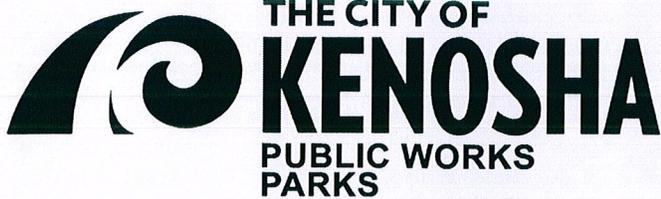
You and/or your representative are required to appear.

If you have any questions, you may contact the Department of Public Works at 262-653-4050.

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 8, 2015

TO: Scott N. Gordon, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *qw*

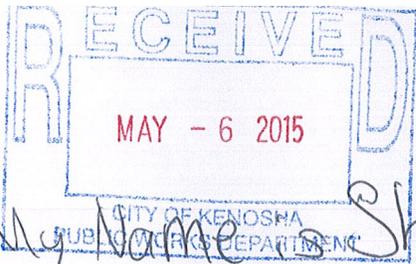
RE: Request from Sherron Leggett for permission to operate his peddler stand business at Civic Center Park or Pennoyer Park on Tuesdays and Thursdays and Navy Memorial Park or Veterans Memorial Park on Fridays and Saturdays.
(Districts 1 & 2)

BACKGROUND/ANALYSIS

The Department of Public Works received a request from Sherron Leggett on May 6, 2015 for permission to have a peddler stand in Civic Center Park or Pennoyer Park on Tuesdays and Thursdays and Navy Memorial Park or Veterans Memorial Park on Fridays and Saturdays.

RECOMMENDATION

To defer until the next meeting, so that staff can review the request against any activities or special events scheduled in those areas.



Hello,

My Name is Sherron Leggett. I recently

purchased a hotdog/taco cart, and I'm in search of some area's to provide my food service.

My Business name is NRODZ Taco/dog. I plan

to sell Hotdogs as well as Tacos, My cart has been approved by the Health Department for both.

I also have my food handlers permit to handle food in the state of Wisconsin. If I'm

able to secure some locations for the upcoming summer I believe I can provide a service that is

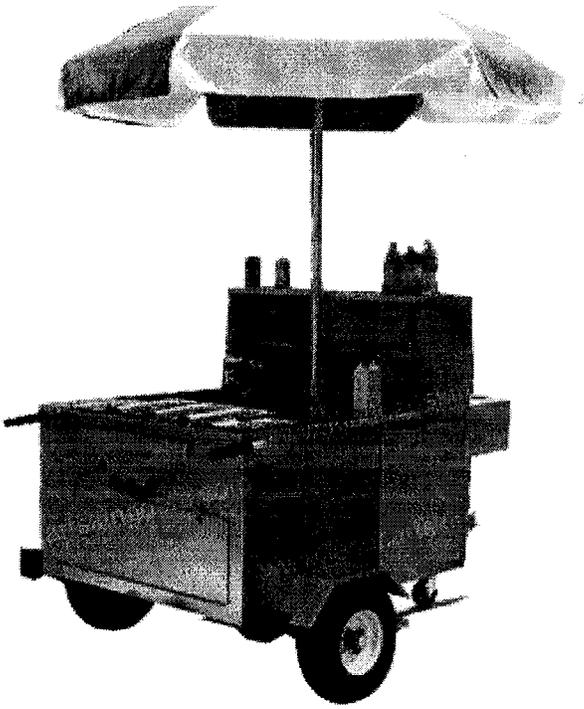
needed. Some of the parks I would like to step up at if possible are as follows:

Civic Center Park } Tues and Thurs 10:AM-4:PM
or
Pennoyer park }

Navy Memorial Park } Friday and Sat 10:AM-3:PM
and
Veteran's Memorial Park }

Where ever you may feel works better for the parks I will go to that location. If possible I would like to follow this schedule til August or September

Sherron Leggett (262) 705-6943



KENOSHA COUNTY DIVISION OF HEALTH
8600 SHERIDAN ROAD, SUITE 600
KENOSHA, WI 53143-6515
(262) 605-6700

LICENSE OR PERMIT APPLICATION

Instructions: Please answer all of the following questions and send it to the above address with your remittance payable to the Kenosha County Division of Health. Please type your answers or print clearly.

1. NAME OF BUSINESS (DBA): NPODZ

2. TELEPHONE NUMBER: 262-705-6943

3. LOCATION OF BUSINESS:
5530 22nd Ave Kenosha WI 53140
Street Address City State Zip

4. MAILING ADDRESS (If same as business location, write "same"):
(Same)
Street Address City State Zip

5. BUSINESS TYPE: Corporation LLC Sole Proprietorship Partnership Other

NAME OF CORPORATION OR OWNER: Sharon Leggett

OWNER/AGENT INFORMATION:

a. Sharon Leggett 5530 22nd Ave Kenosha WI 53140
Name Home Street Address City State Zip

b. 10/27/78 (262) 705-6943 344-74 -3169
Date of Birth Telephone Number Social Security Number

c. L230-7967-8387-08
Drivers License Number

- 1. If licensee is a partnership, provide the above information for each and every partner: (Attach a separate sheet if necessary).
- 2. If licensee is a corporation, provide the corporation's name and address, a list of corporate officer's, and the authorized representative's name and address (Attach a separate sheet if necessary).

d. Type of license requested: _____

e. Hours of Operation: _____

f. Have you had a Food/Hotel/Pool, etc. permit in another County or State? YES NO

g. If Yes, where? _____

h. Have you ever had a license revoked or suspended? YES NO

i. If yes, please explain the circumstances: _____

6. PROPERTY OWNER:

(If property owner is a CORPORATION, also list REGISTERED AGENT'S name and address)

Sherron Leggett

Name

5530 22nd Ave Kenosha WI 53146

Street Address

City

State

Zip Code

7. LOCAL MANAGER OR CONTACT PERSON:

Sherron Leggett

Name

5530 22nd Ave

Address

762-705-6943

Phone Number

10-27-78

Date of Birth

344-74-3109

Social Security Number

L230-7967-8387-08

Driver's License Number

8. TOTAL FEES DUE:

\$ 204.00 License Fee \$ 11.00 Admin. Fee \$ 175.00 Pre-Insp. Fee \$ 953.00 Total Fee

In making this application, I understand that I must comply with all applicable federal, state and local laws. Failure to do so could result in license suspension or revocation. Additionally, I understand that this business is subject to the provisions of Chapter 16 of the Municipal Code of Kenosha County. I certify that all information on this form is true and correct. If it is found that inaccurate information has been provided, I understand that my license will be suspended or revoked.

[Signature]

SIGNATURE OF LICENSEE

May-5-2015

DATE

(FOR OFFICE USE ONLY)

HFS ID# 13/09 DATCP ID# _____ DOC ID# _____

APPROVED BY [Signature] DATE May-5-2015

EFFECTIVE DATE _____ / _____ / _____

DISTRICT: E ME XC MW W

CHECK NUMBER _____ CHECK DATE _____ / _____ / _____ AMOUNT PAID _____

Zimbra

dmiles@kenosha.org

License and permit

From : Mike Kemen
<Mike.Kemen@kenoshacounty.org>

Thu, May 07, 2015 09:15 AM

 1 attachment

Subject : License and permit

To : dmiles@kenosha.org

Good morning,

The license and permit that Sherron Leggett currently has is authorized by Kenosha county division of health to serve as his temporary license and permit until he receives his official papers in the mail.

Mike Kemen
Public Health Sanitarian
Kenosha County Division of Health
8600 Sheridan Road , Suite 600
Kenosha, WI 53143
262-605-6786
FAX: (262) 605-6715
mike.kemen@kenoshacounty.org



image001.jpg
2 KB



May 7, 2015

Sherron Leggett
5530 22nd Ave
Kenosha, WI 53140

RE: Peddler Stand in Civic Center Park or Pennoyer Park and Navy Memorial Park or
Veteran's Memorial Park

To whom it may concern:

Your request for a peddler stand in either Civic Center Park or Pennoyer Park on Tuesdays and Thursdays and Navy Memorial Park or Veteran's Memorial Park on Fridays and Saturdays will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

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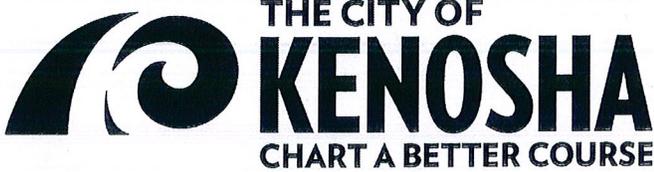
If you have any questions, you may contact the Department of Public Works at 262-653-4050.

Sincerely,

A handwritten signature in cursive script that reads "Diane S. Miles".

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



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

May 7, 2015

To: Eric J. Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

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

Subject: Project: 14-1426 Petzke Park Phase III
Location: 1700 29th Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$391,32.15. Budget amount is \$400,000.00.

This project consists of ground preparation for the Dream Playground including earthwork, footing excavation, storm sewer, concrete, brick pavers, installation of benches, poured-in-place playground surfacing and restoration.

Following is the list of bidders:

Contractor	Base Bid
Magill Construction Co. Inc., Elkhorn, Wisconsin	\$341,382.95
Rasch Construction, Kenosha, Wisconsin	\$352,947.37
H & H Civil Construction, Collins, Wisconsin	\$487,076.25

It is recommended that this contract be awarded to Magill Construction Company, Inc., Elkhorn, Wisconsin for the base bid amount of \$341,382.95 plus \$48,617.05 in contingency for unforeseen conditions (if needed), for total award amount of \$390,000.00. Funding is from CIP Line Item PK-11-001.

SAB/kjb



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

May 5, 2015

To: Eric J. Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley* 5-5-15
Acting Director of Public Works / City Engineer

Subject: **Professional Service Contract for Parkway Tree Removal
Project #15-1417**

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received five proposals for the Parkway Tree Removal Contract for 2015. Staff has reviewed the proposals and has chosen Affordable Tree Care LLC, based on their references, experience and standard quoted rates.

Contractor	Proposal Amount
Affordable Tree Care LLC, Sturtevant, WI	\$61,662.50
Droprite Tree & Landscape LLC, Somers, WI	\$69,428.00
Asplundh Tree Expert Co., Schofield, WI	\$77,547.50
Lakeside Tree Care, Kenosha, WI	\$111,850.00
Trees R Us Inc., Wauconda, IL	\$145,271.00

The 2015 tree removal list contract includes removing approximately 172 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Affordable Tree Care LLC (Sturtevant, Wisconsin) for \$65,000 to include their quote of \$61,662.50 with \$3,337.50 of contingency. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

SAB/kjb

2015 CONTRACT TO REMOVE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**"AFFORDABLE" TREE CARE LLC
a Wisconsin Limited Liability Company**

TOTAL CONTRACT AWARD NOT TO EXCEED \$65,000.00

CONTRACT AMOUNT: \$61,662.50

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:
NOT TO EXCEED \$3,337.50**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the "**CITY**", and "**AFFORDABLE**" **TREE CARE LLC**, a Wisconsin limited liability company, located at 3201 County Road H, Sturtevant, WI 53177, hereinafter referred to as the "**CONTRACTOR**".

W I T N E S S E T H:

WHEREAS, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. "**CONTRACT**" means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean **"AFFORDABLE" TREE CARE LLC**, and any subcontractors approved by the **CITY**.
 - c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
 - d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
 - e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, wood shavings, stump grinding debris, basal sprouts, brush, vines, weeds, and debris removal within five feet (5') from outside of the trunk.
 - f. **“RESTORATION”** means repair of areas disturbed by the **CONTRACTOR'S** Work, including topsoil and seed, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.
 - g. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
 - h. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
 - i. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.
2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Sixty One Thousand Six Hundred Fifty-Two Dollars and Fifty Cents (\$61,652.50), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Three Thousand Three Hundred Forty-Seven Dollars and Fifty Cents (\$3,347.50). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.
3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until this Contract is terminated.

The **CONTRACTOR** shall complete the Removal Process and with respect to each tree within five (5) working days of the start of the Removal Process, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete stump grinding of those stumps designated by the Park Division within ten (10) calendar days of tree removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete Restoration of areas disturbed by the **CONTRACTOR'S** Work, including topsoil and seeding, within five (5) calendar days of stump removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
 - a. Respecting the Work, until completion and acceptance, or December 31, 2015, whichever is earlier.
 - b. Respecting the Warranty, until expiration of the warranty term.
 - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** 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 of 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.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.

- 13. CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
- 14. WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
- 15. CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
- 16. GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
- 17. LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
- 18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.
- The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.
- 19. SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
- 20. INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
- 21. WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with

the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.

- 22. UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
- 23. CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, wood shavings, stump grinding debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process and Stumping of a specified tree, the **CONTRACTOR** shall remove all rubbish, debris, wood shavings, stump grinding debris, surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of Three Hundred Dollars (\$300.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:
- a.** The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.
 - b.** In the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree within the time specified and in the manner provided in the Specifications and Special Conditions attached as Exhibit B and this Contract, no payment with respect to any such tree shall be made by the **CITY**. In addition, in the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree as provided in this paragraph, the **CITY** may cause such Work to be performed and deduct the cost of such Work and all administrative costs associated with performing such Work from any payment due the **CONTRACTOR** under this Contract. The provisions of this paragraph shall be in addition to all other remedies available to the **CITY** under this Contract.
 - c.** Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.
- 30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
- 31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by

the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

- 32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.
- 33. INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

Commercial General Liability:

- \$1,000,000 Each occurrence
- \$2,000,000 General Aggregate

Automobile Liability: (owned, non-owned, leased)

- \$1,000,000 Bodily Injury (per person)
 - \$1,000,000 Bodily Injury (per accident)
 - \$200,000 Property Damage (per accident)
- OR**
- \$1,000,000 Combined Single Limit (each accident)

Umbrella Liability:

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

Workers Compensation:

- Statutory Limits
- \$100,000 Employer Liability, Each Accident
- \$100,000 Employer Liability, Disease, Each Employee
- \$500,000 Employer Liability, Disease, Policy Limit

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

The **CITY** shall be named as an additional insured with respect the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect the insurance coverages listed above.

- 34. COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address. Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

**"AFFORDABLE" TREE CARE LLC
3201 County Road H
Sturtevant, WI 53177**

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this

Agreement on the dates below given.

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

BY: _____
KEITH G. BOSMAN
Mayor

Date: _____

BY: _____
DEBRA L. SALAS
City Clerk/Treasurer

Date: _____

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

Personally came before me this _____ day of _____, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

**"AFFORDABLE" TREE CARE LLC
A Wisconsin Limited Liability Company**

BY: _____
DEBRA LEIN
Manager

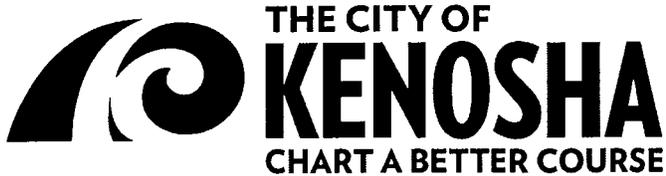
Date: _____

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

Personally came before me this ____ day of _____, 2015, Debra Lein, Manager, of "Affordable" Tree Care LLC, a Wisconsin limited liability company, to me known to be such Manager of said company, and acknowledged to me that she executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

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

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

May 8, 2015

To: Scott N. Gordon, Chairman, Board of Park Commissioners
Eric J. Haugaard, Chairman, Public Works Committee

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

CC: Steve G. Bostrom, Alderperson
District 12

Subject: Award of Contract for Project 14-1424 Southport Beach House Roof Replacement Rebid (7825 1st Avenue) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin) in the amount of \$316,000.00. (District 12) (1/26/15-Park Commission approved 5-0; 2/2/15-Common Council deferred; 3/16/15-Common Council referred back to Park Commission; 3/19/15-Park Commission approved recommendation 5-0 to set the current bids aside and direct staff to prepare and distribute a bid for repair of the slate portion; 5/4/15-Common Council deferred 30 days) (Also referred to Public Works)

The Department of Public Works, per direction of the Board of Park Commission, developed the bid packet for the Southport Roof Repair. The project was advertised and a mandatory pre-bid was scheduled for Wednesday, April 29, 2015. There were no attendees at the mandatory pre-bid. The bid opening was scheduled for Wednesday, May 6, 2015 with no bids received.

RECOMMENDATION

Staff recommends to continue with the recommendation as presented to the Board of Park Commissioners and Public Works Committee in the attached original memo dated January 23, 2015.

SB:dm



Shelly Billingsley, P.E.
Acting Director of Public Works
City Engineer

April 28, 2015

To: Common Council

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

Subject: Award of Contract for Project 14-1424 Southport Beach House Roof Replacement Rebid (7825 1st Avenue) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin) in the amount of \$316,000.00. (District 12) (Park - Ayes 5, Noes 0; PW - recommendation pending) (Deferred 02/02/15) (Referred back to Park Commission 03/16/15) (See memo from Acting Director of Public Works – Motion to defer is in order)

The Department of Public Works, per direction of the Board of Park Commission, developed the bid packet for the Southport Roof Repair. The project has been advertised and a mandatory pre-bid was scheduled for Wednesday, April 29, 2015. There were no attendees at the mandatory pre-bid and therefore there will be no approved bidders for the bid opening scheduled for Wednesday, May 6, 2015.

Staff will submit a report to the Board of Park Commission meeting on May 11, 2015. Staff therefore recommends this item be deferred until the report is submitted to the Board of Park Commission on the repair.

SB:dm



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT
FLEET MAINTENANCE
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT
WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

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

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

January 23, 2015

To: Scott N. Gordon, Chairman, Park Commission
Eric J. Hugaard, Chairman, Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley CMA 1-23-15*
Deputy Director of Public Works / City Engineer

Subject: Project: 14-1424 Southport Beach House Roof Replacement Rebid
Location: 7825 1st Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$375,000.00. Budget amount is \$384,000.00.

This project consists of: Base Bid – copper standing seam; Alternate 1 – Stateline asphalt, shingles, modified bitumen, four chimney restorations and masonry work; Alternate 4 – salvaged, reclaimed, new slate tiles for three west facing areas.

Following is the list of bidders:

Contractor	Base Bid	Alternate 1	Alternate 4	Total
Carlson Racine Roofing, Racine, WI	\$45,000.00	\$210,000.00	\$20,000.00	\$275,000.00
Langer Roofing, Milwaukee, WI	\$90,580.00	\$370,350.00	\$63,750.00	\$709,000.00
Kaschak Roofing, Milwaukee, WI	\$94,000.00	\$420,000.00	\$195,000.00	\$709,000.00

At the December 8, 2014 Park Commission meeting staff presented an informational item regarding the bids for the Southport Beach House Roof Replacement. Due to funding staff is recommending awarding option 1 as presented at the meeting.

It is recommended that this contract be awarded to Carlson Racine Roofing & Sheet Metal, Inc., (Racine, Wisconsin) for the base bid amount of \$45,000.00 plus \$210,000.00 for Alternate 1 plus \$20,00.00 for Alternate 4 for a total of \$275,000.00; plus \$41,000.00 in contingency for unforeseen conditions (if needed), for total award amount of \$316,000.00. Funding is from CIP Line Item PK-13-002.

SAB/kjb



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

December 5, 2014

To: Scott Gordon, Chairman
Park Commission

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

Cc: Steve Bostrom
District 12

Eric Haugaard, Chairman
Public Works Committee

Subject: ***Informational Only – Southport Beachhouse Roof***

BACKGROUND INFORMATION

Staff opened the bids for Southport Beachhouse Roof on November 19, 2014. Staff included numerous alternates that included asphalt and Salvaged/Reclaimed or New Slate Tiles for different areas of the roof. The base bid will have to be awarded in any option and that is the red cross hatched area on the western face. The following are the options and costs for each alternate (we have referenced each option by color on the attached layout):

Option 1: \$316,000 Base Bid (Red Cross Hatch) + Asphalt Shingles and Chimneys (Blue Area) + Salvaged/Reclaimed/New Slate Tiles (Yellow Areas) = \$275,000 + \$41,000 (Contingency – Wood Roof Decking Repairs if needed) = \$316,000

Option 2: \$757,000 Base Bid (Red Cross Hatch) + Salvaged/Reclaimed/New Slate Tiles and Chimneys (Blue Area) + Salvaged / Reclaimed/New Slate Tile (Yellow Areas) = \$688,480 + \$68,520 (Contingency – Wood Roof Decking Repairs if needed may be more due to more loading with Slate) = \$757,000

Option 3: \$421,000 Base Bid (Red Cross Hatch) + Asphalt Shingles and Chimneys (Blue Area) + Salvaged/Reclaimed/New Slate Tiles (Yellow Areas) + Copper Roofing (Green Areas) = \$366,000 + \$55,000 (Contingency -- Wood Roof Decking Repairs if needed) = \$421,000

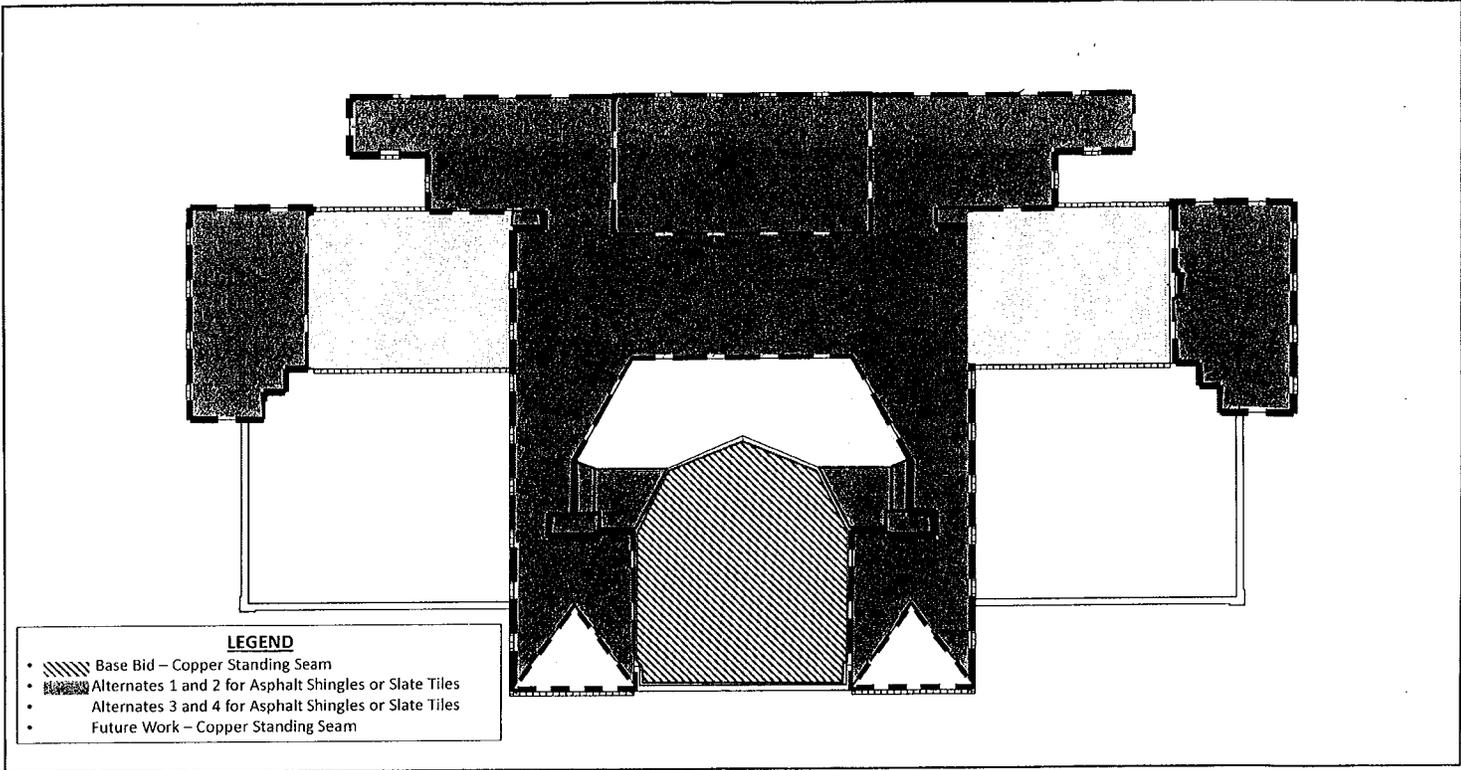
Option 4: \$806,000 Base Bid (Red Cross Hatch) + Salvaged/Reclaimed/New Slate Tiles and Chimneys (Blue Area) + Salvaged / Reclaimed/New Slate Tile (Yellow Areas) + Copper Roofing (Green Areas) = \$701,580 + \$104,420 (Contingency – Wood Roof Decking Repairs if needed may be more due to more loading with Slate) = \$806,000

Staff has discussed the funding available with the Finance Director and there is approximately \$240,000 in the 2013 Funds and another \$140,150 available in 2015 therefore there will be approximately \$384,150 available.

Without outside funding the City will only have the funding to complete option 1. The City was approached by a contractor that was going to donate reclaimed slate if they were the successful bidder. However, even though they were approved to bid and attended a mandatory pre-bid meeting they did not submit a bid.

RECOMMENDATION

Informational Only – No Action Required



Alternate Summary

SOUTHPORT BEACH HOUSE
 ROOF REPLACEMENT
 DATE: 12/4/14

Common Council Discussion



May 8, 2015

TO: Scott N. Gordon, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Approval of the Site Lease Agreement by and between the City of Kenosha Board of Park Commissioners and T-Mobile Central LLC regarding a portion of 2205 Washington Road.

BACKGROUND/ANALYSIS

The Legal Department has prepared the following Lease Agreement by and between the City of Kenosha Board of Park Commissioners and T-Mobile Central LLC regarding a portion of 2205 Washington Road.

RECOMMENDATION

Staff recommends approval.

JW/dm

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Agreement**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between City of Kenosha Board of Park Commissioners, a Wisconsin Municipality ("**Landlord**") and T-Mobile Central LLC, a Delaware Limited Liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 2205 Washington Road, City of Kenosha, County of Kenosha, Wisconsin, 53140 as further described on **Exhibit A** (the "**Property**"). The Property includes the leased premises which is comprised of approximately two hundred (200) square feet as generally described on **Exhibit B** (the "**Premises**"). Any changes or modifications to the description of the Premises shall not be permitted without the consent of Landlord, .

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will automatically extend for successive one (1) year period(s), unless Tenant provides written notice to the Landlord of its election not to renew or exercise its Option. For each Option Period, Tenant shall pay Landlord One Thousand and no/100 dollars (\$1,000.00). Upon Tenant's exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the "**Lease**").

3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Following said due diligence activities Tenant shall restore the Property to its condition as it existed at the commencement of the Option Period. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claim arising out of Tenant's testing of the Property, except for any negligence or willful misconduct of Landlord, its employees, contractors, or agents. Said indemnification shall survive expiration or termination of this Agreement. Landlord authorizes Tenant to file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. Tenant agrees that any such construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement shall not

result in a lien being placed upon either the Property or the Premises, and should a lien be placed upon the Premises or Property, Tenant shall take immediate steps to remove said lien within thirty (30) days of its notification of such lien filing. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for four (4) successive renewal terms of five (5) years each (each a "**Renewal Term**"), upon the same terms and conditions unless the Tenant is in breach of this Agreement at the time of such renewal or notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least ninety (90) days prior to the end of the then current Extended Period. Tenant may terminate any Extended Period upon thirty (30) days prior written notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of One Thousand Three Hundred Dollars (\$1,300.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty business (20) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) On the first anniversary of the Commencement Date, and throughout the duration of this Lease and, if applicable, Extended Period, the annual rental shall increase each year on the anniversary of the Commencement Date by an amount equal to three percent (3%) over the annual rental payable for the immediately preceding year.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord. Tenant shall pay all billings within thirty (30) days of receipt of invoice from Landlord. Tenant's obligations hereunder shall survive the expiration or termination of this Agreement.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at Landlord's option, powering down Tenant's equipment, if such interference cannot be cured within forty-eight (48) hours' of Tenant's receipt of notice by Landlord, and later powering up such equipment for intermittent testing. Further, Tenant shall indemnify and hold Landlord harmless from any claim of interference against Tenant made by an existing tenant. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Agreement by Landlord and Landlord shall, within forty-eight (48) hours of notice, take or request the third party to take all commercially reasonable steps to correct and eliminate the interference including, but not limited to, at Tenant's option, powering down the equipment causing said interference and later powering up the equipment for intermittent testing. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. **Utility Services.**

a) Tenant shall be responsible for all utility charges including, but not limited to, for electricity used by Tenant on the Premises. Tenant may, at its cost, install separate meters for Tenant's utility usage. Tenant is collocating its Antenna Facilities on a tower owned by a third party and may be obligated to said third party for utility service. In no case, however, shall Landlord be responsible for any utilities associated with Tenant's use of the Premises.

9. **Access and Easements.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements, as described on Exhibit B, on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Antenna Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. **Termination.** Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's Permitted Use (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) if

Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason. Within sixty (60) days of the termination of this Agreement, Tenant shall remove any improvements which Landlord, in its sole discretion, desires removed. Further, Tenant shall restore the Premises to its condition at the time of execution of this Agreement.

11. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate this Agreement by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period of time. In addition, Tenant may terminate this Agreement by written notice to Landlord.

12. **Default and Right to Cure.** A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). No failure to cure, however, will be deemed to exist if the defaulting party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default shall be excused if due to causes beyond the reasonable control of the defaulting party. Should the defaulting party remain in default beyond any applicable cure period, the non-defaulting party shall have the right to exercise any and all rights and remedies available to it under law and equity.

13. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. **Insurance and Subrogation and Indemnification.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate; (iii) an umbrella policy in the minimum amount of Three Million Dollars (\$3,000,000.00); and (iv) Workers' Compensation Insurance as required by law. The commercial general liability and umbrella policies shall provide that the City of Kenosha is named as "additional insured." Tenant shall procure and maintain, during the Term of this Agreement, insurance policies, as herein specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Tenant prior to executing this Agreement, shall furnish applicable policy endorsement(s) and a Certificate of Insurance indicating

compliance with the foregoing, including the naming of Landlord as "additional insured" to the City Clerk. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, the City Clerk will be notified, in writing, by the insurer at least thirty (30) days before any cancellation takes effect. If for any reason, the insurance coverage required herein lapses, Tenant shall be in default and Landlord may declare this Agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk throughout the Term of this Agreement upon written request by Landlord. The failure of Tenant to take out and/or maintain the required insurance shall not relieve Tenant from any liability under this Agreement.

a) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

b) Subject to the property insurance waivers set forth in the preceding subsection (a), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

c) The provisions of subsections (a) and (b) above shall survive the expiration or termination of this Agreement.

15. Notices. Any notice required to be given to any party to this Agreement shall be in writing and delivered by nationally recognized overnight carrier 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 next business day if by overnight carrier, or three (3) days from mailing, if by certified mail.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management

If to Landlord, to:

City Clerk
Municipal Building, Room 105
625 52nd Street
Kenosha, WI 53140

And with a copy to:

Board of Park Commissioners
Municipal Building, Room 105
625 52nd Street
Kenosha, WI 53140

Office of the City Attorney
Municipal Building, Room 201
625 – 52nd Street
Kenosha, WI 53140

City of Kenosha Parks Department
Attn: Superintendent of Parks
3617 65th Street
Kenosha, WI 53142

Per the W-9 Form Rent is to be paid to:

City of Kenosha
Attn: City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, WI 53140

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws. Tenant shall be responsible, at its sole cost and expense, for maintaining the Premises and its personal property situated thereon in good order and condition in compliance with all applicable laws, ordinances and/or Governmental Approvals.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it and its agents may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant and its agents. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments

and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property in violation of applicable law or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively "Actions") in violation of applicable law, that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 17 shall survive the termination or expiration of this Agreement. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) This Agreement may be sold, assigned or transferred by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company. Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Agreement and in the Antenna Facilities, and may collaterally assign this Agreement and in the Antenna Facilities, to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Otherwise, the Agreement may not be sold, assigned or transferred without the written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole discretion. From and after the date the Agreement has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement.

b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord shall be relieved of all liabilities and obligations and Tenant shall look solely to the successor for performance under this Agreement.

19. Relocation. In situations other than those provided in Section 20, Landlord must provide Tenant at least one hundred twenty (120) days written notice of any repairs, maintenance or other work undertaken by Landlord ("Work") during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. If Landlord requires such relocation by Tenant more than once during the course of the Initial Term, any single Renewal Term or an Extended Period, Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Casualty. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may, at any time following

such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant's use of the Premises is impaired.

21. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

22. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses, in accordance with applicable laws of the state in which the Property is located.

b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using a form reasonably acceptable to Landlord and Tenant.

d) This Agreement shall be construed in accordance with the laws of the State of Wisconsin, without regard to the principles of conflicts of law.

e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect.

f) 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.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Agreement and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

LANDLORD: Board of Park Commissioners

By: _____

Printed Name: Scott N. Gordon

Title: Chairperson

Date: _____

By:

Printed Name: Shelly Billingsley

Title: Acting Director of Public Works

Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: Faisal Afridi

Title: Area Director, Engineering and Operations

Date: _____

Shica Mateed 2015.05.06
10:04:45 -05'00'

T-Mobile Legal Approval as to Form



Settlement Services

Equity Report

Fax Number: 1-(888) 749-8942

Client:	SURESITE CONSULTING GROUP, LLC	Date:	08/20/2014
Entity:	SURESITE CONSULTING GROUP, LLC	Effective Date:	08/12/2014
Address:	3659 GREEN RD #214 CLEVELAND, OH 44122	Application #:	CH96258A/CH96258A
Contact:	VIRGIE ROTH	Order #:	10636523
		Fax #:	1-(216) 593-0401
		Phone #:	1-(216) 593-0400
		Product Price:	\$650.00
<u>Customer Information</u>			
Customer Name:	CITY OF KENOSHA		
Property Address:	2205 WASHINGTON ROAD KENOSHA, WI 53104		
Municipality/County:	CITY OF KENOSHA / KENOSHA COUNTY		
<u>Deed Information</u>			
Grantee:	CITY OF KENOSHA		
Grantor:	THE KENOSHA DEVELOPMENT COMPANY		
Deed Reference:	DOC # 217301		
Dated:	6/29/1935	Recorded:	7/6/1935
		Consideration:	1.00
Legal Description:	SEE ATTACHED EXHIBIT A		
<u>Chain of Title Deed Information</u>			
<u>NO CHAIN OF TITLES FOUND</u>			
<u>Tax Information</u>			
Taxes (year):	2013	Tax Type:	REAL ESTATE
Tax ID #:	07-222-25-402-001	Tax Period:	ANNUAL
If No, Explain:		If Multiple Parcels/Tracts does Tax ID Cover All:	YES
Amount:	\$ 0.00	Status:	EXEMPT
Annual Amount:	\$0.00	Good thru date:	
Last Payment Date:		Exemption Amount:	\$0.00
Any Special Assessments (sidewalks, streetlights, sewers, etc.):		Next Due:	
Additional Information:		Next Amount:	N/A
		Next Status:	EXEMPT
<u>Assessment Information</u>			
Land:	N/A	Building:	N/A
		Total:	N/A
<u>Mortgage/Deed of Trust Information</u>			
<u>NO MORTGAGES FOUND</u>			
<u>Mobile Home</u>			

This report should not be considered, and is not intended to be, any form of a title guaranty or title insurance.
AMCSS recommends the purchase of title insurance for all real estate secured loans.

EXHIBIT A

Mobile Home: NO

Affidavit of Fixture: NO

Recorded:

Reference:

Judgement Information

NO JUDGEMENTS FOUND

Other Information

MEMORANDUM OF LEASE BETWEEN THE CITY OF KENOSHA BOARD OF PARK COMMISSIONERS AND KENOSHA CELLULAR TELEPHONE L.P., UNITED STATES CELLULAR OPERATING COMPANY OF KENOSHA, IT'S GENERAL PARTNER, D/B/A U.S. CELLULAR, COMMENCING SEPTEMBER 1, 2006 AND RECORDED JANUARY 23, 2007 IN DOCUMENT NUMBER 1508401.

Other Information

DEED WAS RE-RECORDED JULY 15, 1935 IN VOL 185, PAGE 121; DOCUMENT NUMBER 217427

EXHIBIT A

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN CITY OF KENOSHA, KENOSHA COUNTY, STATE OF WISCONSIN, AS MORE FULLY DESCRIBED IN DEED DOC # 217301 AND DEED DOC # 217427, ID# 07-222-25-402-001, BEING KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY.

* SEE DEED COPY ATTACHED FOR FULL LEGAL DESCRIPTION *

BY FEE SIMPLE DEED FROM THE KENOSHA DEVELOPMENT COMPANY AS SET FORTH IN VOLUME 185 PAGE 23 DOC # 217301, DATED 06/29/1935, RECORDED 07/06/1935, AND RE-RECORDED 07/15/1935, DOC # 217427 KENOSHA COUNTY RECORDS, STATE OF WISCONSIN.

21730!

185-23

This Indenture, Made this 11th day of June, A. D., 1935,

between The Kenosha Development Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Kenosha, Wisconsin, party of the first part, and City of Kenosha, a Municipal Corporation, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part its successors heirs and assigns forever, the following described real estate, situated in the County of Kenosha and State of Wisconsin, to-wit:

Part of the Southeast Quarter of Section Twenty-five (25) Town Two (2) North of Range Twenty-two (22) East of the Fourth Principal Meridian and more particularly described as follows:

Commencing at a point in the east line of the said Southeast Quarter Section where the center line of Washington Road intersects the same; thence southward along and upon the southeast line of the Southeast Quarter Section Seven Hundred Sixty-four and forty-three hundredths (764.43) feet more or less to a point which is One Thousand Four Hundred Seventy-three and twenty-four hundredths (1473.21) feet north of the center line of Forty-fifth (45th) Street, measured along and upon the said east line of the Southeast Quarter Section; thence West along and upon a line which is at a right angle to the aforesaid east line of the Southeast Quarter Section Four Hundred Sixty-three and fifty-three hundredths (463.53) feet to the point of a curved line and a half, said curved line having a radius of Two Hundred Seventeen and one hundredths (217.29) feet, and a central angle of Ninety (90) degrees; thence westerly and northerly along and upon the said curved line Three Hundred Eighty-one and thirty-two hundredths feet (381.32) to a point which is One Thousand Two Hundred Twenty-nine and One Hundredth (1229.01) feet north of the center line of Forty-fifth (45th) Street; thence South along and upon a line which is parallel with the east line of the said Southeast Quarter Section, One Thousand Two Hundred Twenty-nine and One Hundredth (1229.01) feet, and then East in the center line of Forty-fifth (45th) Street which is Six Hundred Seventy and Thirteen hundredths (670.37) feet west of the east line of the said Southeast Quarter Section, measured along and upon the center line of Forty-fifth (45th) Street; thence west along and upon the said center line of Forty-fifth (45th) Street, Two Hundred Sixty-four and one hundredth (264.01) feet to the East side of a parcel of land known as Parcel 10, Part of the Southeast Quarter of Section Twenty-five (25) Town Two (2) North of Range Twenty-two (22) East of the Fourth Principal Meridian, and thence north along and upon the said east line of the said Southeast Quarter Section, Twenty-five Hundred Seventy (2570) feet to the center line of Washington Road; thence southward along and upon the center line of Washington Road, Nine Hundred Fifty-eight (958) feet more or less to the place of beginning; containing approximately Twenty-six and Nine-tenths (26.9) acres of land exclusive of streets, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; also all right, title, and interest in a strip of land, lying along and abutting upon the west side of the above described parcel of land and being Sixty (60) feet in width East and West and extending from the north line of Forty-fifth (45th) Street north a distance of One Thousand Three Hundred Eighteen and Thirty-five Hundredths (1318.35) feet.

Best Copy Available

together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its heirs and assigns FOREVER.

And the said The Kenosha Development Company, a corporation, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns forever.

Commencing at a point in the east line of the said Southeast Quarter Section where the center line of Washington Road intersects the same; thence southerly along and upon the said east line of the said Southeast Quarter Section Seven Hundred Sixty-four and Forty-three Hundredths (704.43) feet more or less to a point which is One Thousand Four Hundred Seventy-nine and Four-
 (1479.11) feet north of the center line of Forty-fifth (45th) Street, measured along and upon the said east line of the said Southeast Quarter Section; thence West along and upon a line which is at a right angle to the aforesaid east line of the said Southeast Quarter Section Four Hundred Fifty-three Hundredths (453.33) feet to the center of a curved line to the left, said curved line having a radius of Two Hundred Seventeen and One Hundredths (217.20) feet, and a central angle of Ninety and One Hundredths (90.01) degrees; thence West and Southerly along and upon the said curved line Three Hundred Forty-one and Thirty-two Hundredths feet (341.32) to a point which is One Thousand Two Hundred Sixty-three and One Hundredths (1263.01) feet north of the center line of Forty-fifth (45th) Street; thence South along and upon a line which is parallel with the east line of the said Southeast Quarter Section, One Thousand Two Hundred Twenty-nine and One Hundredths (1229.01) feet, and to a point in the center line of Forty-fifth (45th) Street which is Six Hundred Seventy and Thirteen and One Hundredths (670.37) feet west of the east line of the said Southeast Quarter Section, measured along and upon the center line of the said Forty-fifth (45th) Street; thence West along and upon the said center line of the said Forty-fifth (45th) Street, Two Hundred Sixty-four and Four Hundredths (264.40) feet to the east line of a parcel of land known as the Park Hill Tract; thence North along and upon the said east line of the said Park Hill Tract, Twenty-five Hundred Seventy (2570) feet to the center line of Washington Road; thence southerly along and upon the center line of Washington Road, Nine Hundred Fifty-six (956) feet more or less to the place of beginning, containing approximately Twenty-six and Nine-tenths (26.9) acres of land exclusive of streets, alleys and points in the City of Kenosha, County of Kenosha and State of Wisconsin; also all right, title, and interest in a strip of land, lying along and abutting upon the west side of the above described parcel of land and being Sixty (60) feet in width East and West and extending from the north line of Forty-fifth (45th) Street north a distance of One Thousand Three Hundred Eighteen and Thirty-five Hundredths (1318.35) feet.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to its ~~heirs~~ ^{successors} and assigns FOREVER.

And the said The Kenosha Development Company, a corporation, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its ~~heirs~~ ^{successors} and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its ~~heirs~~ ^{successors} and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said The Kenosha Development Company, a corporation, party of the first part, has caused these presents to be signed by its President, ~~and countersigned~~ by  its Secretary,  at Kenosha, Wisconsin, and its corporate seal to be hereunto affixed, this ~~day of~~ ^{29th} ~~of~~ ¹⁹³⁵ A. D. 1935.

WITNESSED AND SEALED IN PRESENCE OF




THE KENOSHA DEVELOPMENT COMPANY
 Corporate Name

 President


State of Wisconsin

KENOSHA

County

Personally came before me, this

2nd

day of June

A. D. 1935

President, and

Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its

Charles R. ...

Notary Public - Kenosha

My Commission Expires *Jan 1 1936*



101

EVOLUTION

Evolution

Evolution

Evolution

Deed

Evolution

Charles Richard

Notary Public, Kansas

My Commission Expires *June 30, 1935*



217301

No.

THE KENOSHA DEVELOPMENT

COMPANY, a corporation,

TO

CITY OF KENOSHA, a municipal

corporation,

Warranty Deed

This instrument should be immediately placed
in the public records to prevent future trouble and litigation.

REGISTER'S OFFICE,
State of Wisconsin,

Kenosha County,

delivered for record this *6th* day of

July A. D., 1935,

at *Kenosha*, Wis., and recorded in

Book *23* Page *23*

John J. Belmont
Deed of Deeds

By Lawrence Belmont
Deputy

217001 23027

This Indenture, Made this 29th day of June, A. D. 1935,

between Kehosha Development Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Kenosha, Wisconsin, party of the first part and City of Kenosha, a municipal corporation, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part its successors heirs and assigns forever, the following described real estate, situated in the County of Kenosha and State of Wisconsin, to-wit:

Part of the Southeast Quarter of Section Twenty-five (25) Town Two (2) North of Range Twenty-two (22) East of the Fourth Principal Meridian and more particularly described as follows:

Commencing at a point in the east line of the said Southeast Quarter Section where the center line of Washington Road intersects the same; thence southerly along and upon the said east line of the Southeast Quarter Section Seven Hundred Sixty-four and Forty-three Hundredths (764.43) feet more or less to a point which is One Thousand Four Hundred Seventy-three and Twenty-one Hundredths (1473.21) feet north of the center line of Forty-fifth (45th) Street, measured along and upon the said east line of the Southeast Quarter Section; thence West along and upon a line which is at a right angle to the aforesaid east line of the Southeast Quarter Section Four Hundred Fifty-two and Fifty-three Hundredths (452.53) feet to the point of a curved line to the left, said curved line having a Radius of Two Hundred Seventeen and Twenty-nine Hundredths (217.29) feet, and a central angle of Ninety (90) degrees; thence Westerly and Southerly along and upon the said curved line Three Hundred Forty-one and Thirty-two Hundredths feet (341.32) to a point which is One Thousand Two Hundred Twenty-nine and One Hundredth (1229.01) feet north of the center line of Forty-fifth (45th) Street; thence South along and upon a line which is parallel with the east line of the said Southeast Quarter Section, One Thousand Two Hundred Twenty-nine and One Hundredth (1229.01) feet, and to a point in the center line of Forty-fifth (45th) Street which is Six Hundred Seventy and Thirty-seven Hundredths (670.37) feet west of the east line of the said Southeast Quarter Section measured along and upon the said center line of Forty-fifth (45th) Street; thence West along and upon the said center line of Forty-fifth (45th) Street, Two Hundred Sixty-four (264) feet and to the East line of a parcel of land known as the Washington Park Golf Course; thence North along and upon the said east line of the Washington Park Golf Course, Twenty-five Hundred Seventy (2570) feet more or less and to the center line of Washington Road; thence southerly along and upon the said center line of Washington Road, Nine Hundred Fifty-eight (958) feet more or less to the place of beginning, containing approximately Twenty-six and Nine-tenths (26.9) acres of land exclusive of streets, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; also all right, title, and interest in a strip of land, lying along and abutting upon the west side of the above described parcel of land and being Sixty (60) feet in width East and West and extending from the north line of Forty-fifth (45th) Street north a distance of One Thousand Three Hundred Eighteen and Thirty-five Hundredths (1318.35) feet.

Best Copy Available

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its heirs and assigns FOREVER.

And the said Kehosha Development Company, a corporation, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the sealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible

its successors, heirs and assigns forever. The following described parcel of land, situated in the County of Kenosha and State of Wisconsin, to-wit:

Part of the Southeast Quarter of Section Twenty-five (25) Town Two (2) North of Range Twenty-two (22) East of the Fourth Principal Meridian and more particularly described as follows:

Commencing at a point in the east line of the said Southeast Quarter Section, where the center line of Washington Road intersects the same; thence southerly along and upon the said east line of the Southeast Quarter Section Seven Hundred Sixty-four and Forty-three Hundredths (764.43) feet more or less to a point which is One Thousand Four Hundred Seventy-three and Twenty-two Hundredths (1473.21) feet north of the center line of Forty-fifth (45th) Street, measured along and upon the said east line of the Southeast Quarter Section; thence West along and upon a line which is at a right angle to the aforesaid east line of the Southeast Quarter Section Four Hundred Fifty-three Hundredths (453.53) feet to the point of a curved line to the left, said curved line having a Radius of Two Hundred Seventeen and Two-nine Hundredths (217.29) feet, and a central angle of Ninety (90) degrees; thence Westerly and Southerly along and upon the said curved line Three Hundred Forty-one and Thirty-two Hundredths feet (341.32) to a point which is One Thousand Two Hundred Twenty-nine and One Hundredth (1229.01) feet north of the center line of Forty-fifth (45th) Street; thence South along and upon a line which is parallel with the east line of the said Southeast Quarter Section, One Thousand Two Hundred Twenty-nine and One Hundredth (1229.01) feet, and to a point in the center line of Forty-fifth (45th) Street which is Six Hundred Seventy and Thirty-seven Hundredths (670.37) feet west of the east line of the said Southeast Quarter Section, measured along and upon the said center line of Forty-fifth (45th) Street; thence West along and upon the said center line of Forty-fifth (45th) Street, Two Hundred Sixty-four (264) feet and to the East line of a parcel of land known as the Washington Park Golf Course; thence North along and upon the said east line of the Washington Park Golf Course, Twenty-five Hundred Seventy (2570) feet more or less and to the center line of Washington Road; thence southerly along and upon the said center line of Washington Road, Nine Hundred Fifty-eight (958) feet more or less to the place of beginning, containing approximately Twenty-six and Nine-tenths (26.9) acres of land exclusive of streets, dings and being in the City of Kenosha, County of Kenosha and State of Wisconsin; also all right, title, and interest in a strip of land, lying along and abutting upon the west side of the above-described parcel of land and being Sixty (60) feet in width East and West and extending from the north line of Forty-fifth (45th) Street north a distance of One Thousand Three Hundred Eighteen and Thirty-five Hundredths (1318.35) feet.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above-bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to its successors forever.

And the said Kenosha Development Company, a corporation, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above-bargained premises in the quiet and peaceable possession of the said party of the second part, its successors, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said ~~Kenosha~~ Kenosha Development Company, a corporation, party of the first part, has caused these presents to be signed by its President, and countersigned by at Kenosha, Wisconsin, and its corporate seal to be hereunto affixed, this day of June, A. D. 1935.

SIGNED AND SEALED IN PRESENCE OF
James Chodura
C. D. Richardson

THE KENOSHA DEVELOPMENT COMPANY
James Chodura
CONTRACT

State of Wisconsin,
KENOSHA County.

Personally came before me, this 2nd day of June, 1935

of the above named Corporation, to me known to be the persons who executed the foregoing instrument as such President and Secretary of said Corporation, and acknowledged that they were the persons known to be such officers as the deed of said Corporation, by its terms.

Charles Richardson
Notary Public, Kenosha
My Commission expires *June 1936*



217427

STATE OF WISCONSIN
County of Kenosha
Recorded for record this 15th day of June, 1935
A. D. 1935

301
EVELOPMENT
poration
A. A. MUND
tion
1 Bond
Secretary, shared
Kenosha
A. D. 1935
Kenosha
A. D. 1935

185 May 21

State of Wisconsin,

KENOSHA

County.

Personally came before me, this

20th

day of

of the above named Corporation, to me known to be the persons who are known to be such President and Secretary of said Corporation, and who executed the instrument as such officers as the deed of said Corporation, by its

Charles...

Notary Public

My Commission expires



217427

STATE OF WISCONSIN
County of Kenosha

No. 217301

KENOSHA DEVELOPMENT

COMPANY, a corporation,

TO

CITY OF KENOSHA, a municipal

corporation.

Warranty Deed

This deed is made in conformity with the provisions of the Statute in that behalf made.

Notary Public,
State of Wisconsin,

Kenosha County.

Subscribed and sworn to before me this 20th day of

May, A. D. 1925.

Notary Public, M. M. and recorded in

Book 20, page 237.

217301

MEMORANDUM OF LEASE

Document Number

Document Title

THIS DOCUMENT IS A MEMORANDUM OF LEASE FOR A LEASE OF LESS THAN 99 YEARS AND NOT A CONVEYANCE SUBJECT TO RETURN AND FEE PER SEC. 77.21 (1), STATS.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **The City of Kenosha Board of Park Commissioners**, 3617 65th Street, Kenosha, WI 53142, as **LANDLORD**, and **Kenosha Cellular Telephone, L.P.** a Delaware limited partnership, **United States Cellular Operating Company of Kenosha** a Delaware corporation, its **general partner, d/b/a U.S. Cellular**, with an address of 5117 West Terrace Drive, Madison, Wisconsin 53718, as **TENANT**, have entered into a five (5) year Ground Lease of the Property described on Exhibit A, TOGETHER WITH a non-exclusive easement for ingress and utilities also described on Exhibit A attached hereto and incorporated herein by reference.

Said Lease commences on the 1st day of September, 2006 and shall automatically renew for up to four (4) additional five- (5) year terms thereafter unless Tenant provides written notice to Landlord of Tenant's non exercise of this option at least sixty (60) days prior to the expiration of the then current term.

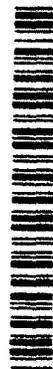
This Memorandum of Lease is intended for notification purposes only. The Lease is not recorded and contains additional provisions not included in this Memorandum. In the event of a conflict between this Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

Dated this 26 day of April, 2006.

LANDLORD: The City of Kenosha Board of Park Commissioners

BY: Franz Strong IT'S: Director of Parks
Printed Name: Franz Strong



DOCUMENT

1508401

RECORDED

At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 1/23/2007 at 8:26AM
70003133 \$15.00

JENF

REGDEED2

Recording Area

Name and Return Address

U.S. Cellular
Attn. Real Estate
5117 West Terrace Drive
P.O. Box 7835
Madison, WI 53707-7835

15

722225402001

Parcel Identification Number (PIN)

TENANT: Kenosha Cellular Telephone, L.P. a Delaware limited partnership, United States Cellular Operating Company of Kenosha a Delaware corporation, its general partner, d/b/a U.S. Cellular

BY: George Irving IT'S: George Irving
Printed Name: Vice President

STATE OF WI)
COUNTY OF Kenosha) ss:

BEFORE ME, a Notary Public in and for said County and State, personally came before me this 26 day of April, 2006, the above named FRANZ STRONG, who executed the foregoing instrument by their authority and for the purposes set forth therein.

Mary F. Durkee
Notary Public, State of WI
My Commission Expires: 5-4-2008
Printed: Mary Durkee

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

BEFORE ME, a Notary Public in and for said County and State, personally came before me this 15th day of June, 2006, the above named GEORGE IRVING, who executed the foregoing instrument by their authority and for the purposes set forth therein.

Donald R. Dicke
Notary Public, State of ILLINOIS
My Commission Expires: 8/23/07
Printed: Donald R Dicke

DRAFTED BY:
US Cellular
K. Kleine

~~K. Kleine~~

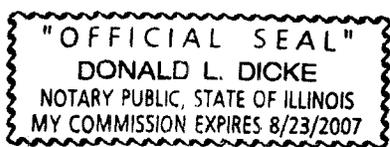


Exhibit A

LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-Five (25), Township Two (2) North, Range Twenty-Two (22) East, City of Kenosha, Kenosha County, Wisconsin containing 900 square feet (0.021 acres) of land and being described by:

Commencing at the Southeast Corner of said Section 25; thence N89°-47'-40"W along the South line of the SE1/4 of said Section 25, 675.05 feet; thence N01°-41'-51"W along the West line of Vacated 24th Avenue, 497.05 feet; thence S88°-18'-09"W 26.07 feet to the point of beginning; thence N01°-41'-51"W 30.00 feet; thence S88°-18'-09"W 30.00 feet; thence S01°-41'-51"E 30.00 feet; thence N88°-18'-09"E 30.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

ACCESS/UTILITY EASEMENT

An Access/Utility Easement being a part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-Five (25), Township Two (2) North, Range Twenty-Two (22) East, City of Kenosha, Kenosha County, Wisconsin containing 4,048 square feet (0.093 acres) of land and being described by:

Commencing at the Southeast Corner of said Section 25; thence N89°-47'-40"W along the South line of the SE1/4 of said Section 25, 675.05 feet; thence N01°-41'-51"W along the West line of Vacated 24th Avenue, 497.05 feet to the point of beginning; thence S88°-18'-09"W 26.07 feet; thence N01°-41'-51"W 50.00 feet; thence N88°-18'-09"E 6.07 feet; thence N01°-41'-51"W 137.56 feet; thence S89°-48'-19"E 20.01 feet to the West line of said 24th Avenue; thence S01°-41'-51"E along said West line and the West line of said Vacated 24th Avenue, 186.90 feet to the point of beginning; being subject to any and all easements and restrictions of record.

U S Cellular - Washington Park Golf Course #777329

April 17, 2006

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

Informational #1

May 8, 2015

TO: Shelly Billingsley, P.E.
Acting Director of Public Works

FROM: Cathy Austin, P.E.
Assistant City Engineer



SUBJECT: Project Status Report

- Project # 08-1443 Bike and Pedestrian Connections** - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #11-1417 Strawberry Park Trail and Shelter (DNR Stewardship Grant)** [SAA Design Group] – Project has been awarded and construction is anticipated to begin this month. (16)
- Project #12-1415 / 13-1415 / 14-1415 / 15-1415 CORP Implementations** – Continuing. (Citywide)
- Project #12-1430 Alford Park Warehouse Demolition** – [Earth Construction] Project close-out documents were sent to contractor. (1).
- Project #12-1432 - Peorio Park Trail** [SAA Design Group] Construction began in March and is anticipated to be complete in May. City crews have begun constructing the adjoining path. (DNR Stewardship Grant) (1 & 4)
- Project #13-1413 - Petzke Park Phase II** [SAA Design Group] Project has been awarded and construction is anticipated to begin in May. (weather dependent). (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] – Contract was awarded to Rasch Construction. Construction is anticipated to begin this month. (6)
- Project #13-1419 – Anderson Fishing Pier** – [SAA Design Group] Contractor will begin working on punch list items as soon as the weather permits. (9)
- Project #14-1120 – Eichelman Beach – Nutrient Improvements** – The contractor is planning on beginning work this winter and installing the plants in the spring. (2)
- Project #14-1141 – Southport Park Shoreline Repair Phase 1** – [Redbarn Design and Engineering] Construction is on-going. Completion date is expected in July. (12)
- Project #14-1417 – Tree Removal** – Contract nearing completion. Phase 2 is in process. (City wide)
- Project #14-1418 – Tree Planting** – Contract nearing completion. (City wide)
- Project #14-1421 – Simmons Island Phase 1B** – [SAA Design Group] Project has been put on hold due to budget. (2)
- Project #14-1424 - Southport Beach House Roof Replacement** –Project is pending award. A construction schedule will be determined after award. (12)
- Project #14-1426 Petzke Park – Dream Playground** [SAA Design Group] – Bid were opened on May 6, 2015. Project is pending award. (1)
- Project #14-1428 – Washington Park Trail Improvements** - Construction began in April and is anticipated to be completed in May. (6)
- Project #15-1417 – Tree Removal** – Quotes were received. Project is pending award. (City Wide)
- Design Work-** Misc. Park projects, ADA Accessible Playground, and finishing 2012, 2013 and 2014 CORP projects.