AGENDA
CITY OF KENOSHA - BOARD OF PARK COMMISSIONERS

Monday, August 10, 2009
Municipal Office Building Room 202
5:15 pm

Chairman: Michael Orth

Commissioners: Jesse Downing, Stephen Casey, Donald Ruef, Kathy Carpenter

Call to Order
Roll Call

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on July 27, 2009.

C. REFERRED TO COMMITTEE

C-1 Sale of land at 4624 73rd Place from City of Kenosha to Philip and Barbara Pofahl. (District 15) (Also referred to City Plan Commission and Finance Committee)

C-2 Request from Vida Rose, Program Director - "Attack of the Giant Art", for the use of Civic Center Park on August 29 & 30, 2009, to display 4'x4' to 4'x8' paintings and collages. (District 2)

INFORMATIONAL ITEM: Union Park Project

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS

OTHER BUSINESS AUTHORIZED BY LAW

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

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

CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Meeting Minutes – July 27, 2009

A meeting of the Board of Park Commissioners was held on Monday, July 27, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:18 pm. The following members were present: Chairman Orth, Commissioner Carpenter, Downing, and Ruef. Commissioner Casey arrived during item C-2. Staff members in attendance were Mary Durkee.

It was moved by Commissioner Ruef, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, July 13, 2009. Motion passed 4-0.

C-1. Acceptance of Project 08-1409 Southport Beach House Restroom Renovations (7825 1st Avenue) which has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin in the amount of $146,284.50. (District 3) (Also referred to Public Works Committee)
It was moved by Commissioner Ruef, seconded by Commissioner Downing, to approve. Motion passed 4-0.

C-2. Acceptance of Project 05-1416 Anderson Park Skateboard Park (8730 22nd Avenue) which has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin in the amount of $155,788.42. (District 9) (Also referred to Public Works Committee)
It was moved by Commissioner Ruef, seconded by Commissioner Downing, to approve. Motion passed 5-0.

C-3. Request from the Urban League of Kenosha and Racine to use a Showmobile at Dairyland Greyhound Park on Saturday, August 1, 2009, for their benefit.
a. Usage of the Showmobile off City property
b. Co-sponsorship of the rental fee and set up fees
Public Hearing: Yolanda Adams, Urban League, informed the commission that there will be 8 bands at the benefit and that they cannot perform on the ground and that a platform is required. Rolando Hernandez, Racine, felt that the benefit would help businesses and the Hispanic community.
Staff: Commissioner Ruef said that there is no criteria on renting the showmobiles, therefor he will not be approving the rental until criteria is established. Commissioner Ruef also asked if the music was amplified and if so were the neighbors contacted.
It was moved by Commissioner Ruef, seconded by Commissioner Casey, to deny item a. Motion failed 2-3, with Commissioners Carpenter, Casey, and Downing voting nay. It was moved by Commissioner Casey, seconded by Commissioner Carpenter, to approve item a. Motion passed 3-2, with Commissioners Orth and Ruef voting nay.

INFORMATIONAL ITEM: KUSD request for Anderson Park Ball Diamond. Patrick Finnemore, Facilities Director KUSD, informed the commission that KUSD is interested in using Anderson Park Ball Diamond #2 for varsity softball. He suggested that the lease for the football field could include diamond #2. Jean Werbie, KUSD Sports Advisory Committee member, informed the commission that KUSD would take over the maintenance for diamond #2. KUSD would have fund raisers to put a fence for WIA standards. There would not be any cost to the city, KUSD would pay for the fence and maintenance of diamond #2. KUSD would also fix diamond #1 at no cost to the city. Commissioner Ruef requested how often is the diamond now being used. Commissioner Orth asked if the lighting has a separate power. Commissioner Orth also inquired about the bleachers if KUSD would use the city's bleachers or replace them with their own.

DIRECTOR/SUPERINTENDENT COMMENTS: Mary informed the commission that Jeff would be out of the office the entire week and that she would also be out of the office for the rest of the week. If any commissioners need immediate assistance they could contact Dirk Nelson. Mary also informed the commission that Jeff is still working with AT&T on the lease.

CITIZEN/COMMISSIONERS COMMENTS: William Valenti, 4222 25th Street, was present to inform Commissioners Casey and Orth that he would be contacting them to reconsider putting Bean Grinders request to have concessions on 57th Street and 3rd Avenue. Alderman Bogdala, 17th District, had concerns with the amplified music that will be at Dairyland Greyhound Park on Saturday, August 1, 2009 and none of the neighbors had been notified. Vida Rose, Program Director – Attack of the Giant Art, spoke about her program and that she is requesting use of park on August 29 and 30 to display 4X4 and 4X8 paintings. This program has 35 children and 8 parents at the present time. Anna Moldenhauer, 6554 5th Avenue, spoke on item C-1 and that Simons Island Beachhouse bathrooms have been done, but they are still closed to the public. Commissioner Orth informed Alderman Bogdala to check to see if the Urban League would need an outdoor extension license. Commissioner Orth informed Vida Rose that he would get in touch with her. Commissioner Orth informed the commission that he has been talking with the City Administrator regarding co-sponsorship.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 5:58 pm.

C-1

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org

KENOSHA 1850 WISCONSIN

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Board of Parks Commission
Finance Committee
Mayor Bosman and Members of the Common Council

FROM: Rich Schroeder, Department of City Development RS

RE: **Sale of land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl, District #15.**

DATE: August 7, 2009

The Sale of the land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl was approved at the City Plan Commission on August 6, 2009.

The City Plan Commission recommended that the parcels be combined as a condition of the sale.

RS:kas

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	August 6, 2009	Item 11
Sale of land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl, District #15. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 4624 73rd Place
Zoned: RS-3 Single-Family Residential

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- Attached is the Vacant Land Offer to Purchase Agreement which details the sale of land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl, the adjoining property owner.
- The purchase price of the property is $8,000.00.
- This piece of land is in the Park Plan Disposition Study completed in 1985 and states this land will not be developed for any use and should be disposed of.
- The sale of this property was discussed at the June 29, 2009 Board of Park Commission meeting. The Commission approved the sale of this lot.

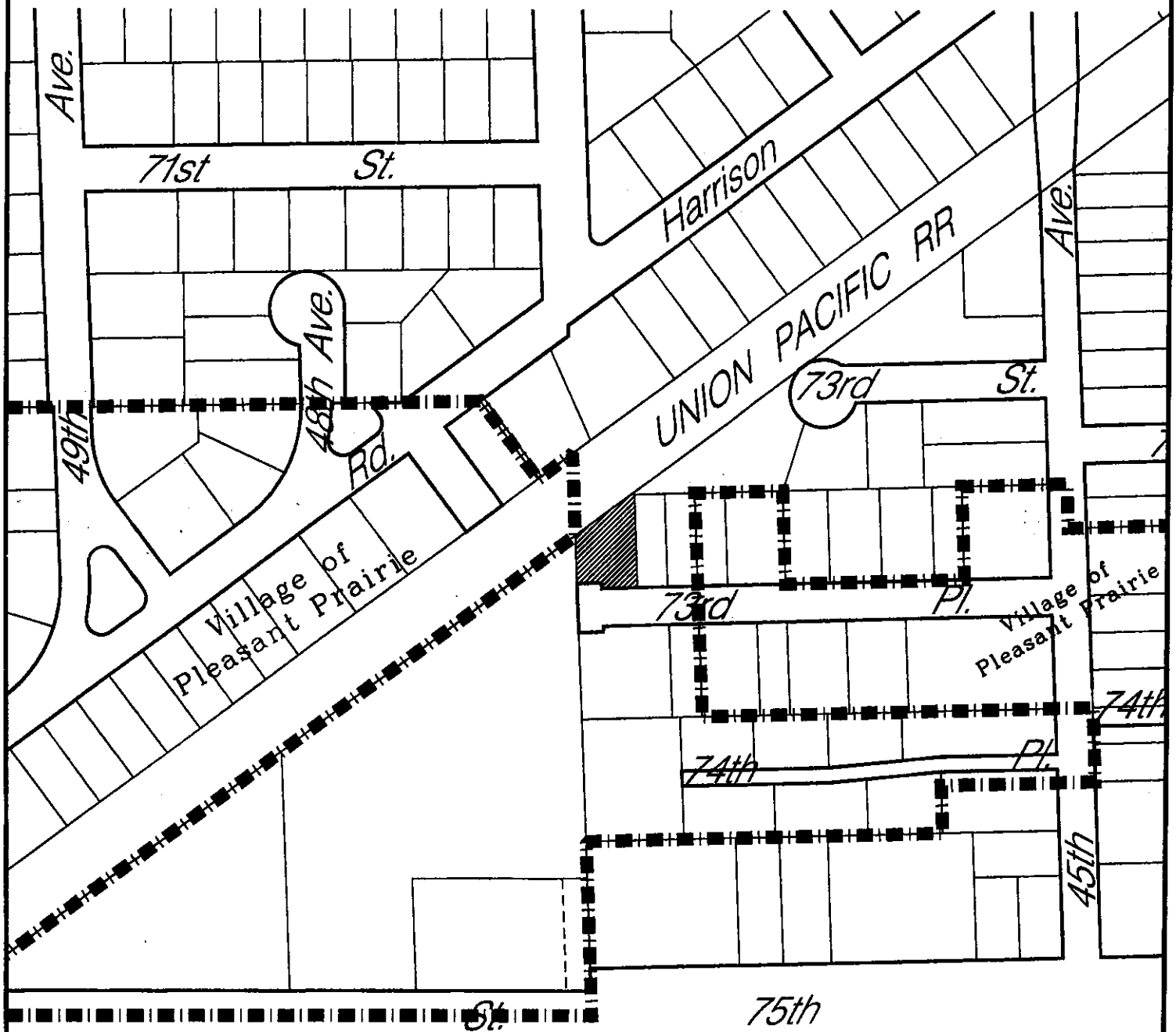
RECOMMENDATION:

A recommendation is made to approve the Offer to Purchase and sell the land at 4624 73rd Place to Philip and Barbara Pofahl.

Sharon Krewson, Real Estate Agent
1CPC/2009/Aug6/fact-land-pofahl

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA
General Location Map
City-Owned Park Land
Werve's Resubdivision of Lots 27, 28, 29 of
Fair Oaks Subdivision
Subdivision



NORTH

0 200'

Subject Property

DCD ~ Community Development Division ~ JBL ~ SKK ~ 6-3-2009 ~ mc

CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Meeting Minutes – June 29, 2009

A meeting of the Board of Park Commissioners was held on Monday, June 29, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:15 pm by Chairman Orth.
Roll Call: Present: Commissioner Casey, Carpenter, Downing, and Ruef. Staff members in attendance were Ron Bursek, Director of Public Works, Jeff Warnock, Kevin Risch, Jan Schroeder, Sharon Krewson, and Assistant City Attorney Bill Richardson.

It was moved by Commissioner Casey, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, June 8, 2009. Motion passed 5-0.

B-1. Consideration for disposition of unused, undeveloped parkland located at Kirchner's Highland Park, 79th Street between 14th Avenue and 17th Avenue. (District 3) (Deferred from June 8, 2009 meeting)
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve. Motion passed 5-0.

B-2. Consideration for disposition of unused, undeveloped parkland located at Werve's Park, 73rd Street and 47th Avenue. (District 15) (Deferred from June 8, 2009 meeting)
It was moved by Commissioner Casey, seconded by Commissioner Carpenter, to approve. Motion passed 5-0.

B-3. Memorandum of Agreement between the City of Kenosha and the UW Parkside for usage of the lower level of the Southport Beachhouse. CEDAR Agreement (District 2) (Deferred from June 8, 2009 meeting).
Staff/Commissioners: Jeff Warnock, Park Superintendent, requested that item be deferred to next scheduled meeting so that an edit to the agreement may be made.
It was moved by Commissioner Ruef, seconded by Commissioner Carpenter, to approve. Motion passed 5-0.

B-4. AT & T Cell Tower Lease (District 9) (Deferred from June 8, 2009 meeting)
Staff/Commissioners: Jeff Warnock requested a motion to separate the two items of the agreement, the tower lease and the building plan.
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve separating the two items. Motion passed 5-0.
Staff/Commissioners: Commissioner Casey stated that he was not in favor of putting cell towers on public property. He also stated that if the City moved forward with the lease, to make sure that cost comparables are provided. Chairman Orth asked if the money from the agreement could be used for the pavillion and if the city could get a better rate from AT & T.
It was moved by Commissioner Casey, seconded by Commissioner Downing, to move forward with the tower lease with the requirement of obtaining a copy of the lease and cost comparable information prior to its approval. Motion passed 5-0. It was moved by Commissioner Ruef, seconded by Commissioner Casey, to defer building plan until next scheduled meeting. Motion passed 5-0.

C-1. Request from Kenosha AFL-CIO council for use of a Showmobile and benches for Laborfest at St. Therese picnic grounds on Monday, September 7, 2009 with full co-sponsorship. (District 9)
Staff/Commissioners: Commissioner Casey asked for clarification of the co-sponsorship policy. He cannot support request. Commissioner Downing stated that although the labor cost submitted by Park Division for setup of Showmobile and benches is $0, it was not so because these staff could be doing other tasks. Commissioner Carpenter stated that she would be support denial of request because money is too tight and there are too many requests for these items.
Chairman Orth abstained from voting due to affiliation with organization making request. It was moved by Commissioner Ruef, to approve, motion failed for lack of second. It was moved by Commissioner Casey, seconded by Commissioner Downing, to deny request. Motion passed 4-0.

Approved by the Wisconsin Department of Regulation and Licensing
7-1-99 (Optional Use Date)
1-1-00 (Mandatory Use Date)

Wisconsin Legal Blank Co., Inc.
Milwaukee, Wis.

WB-13 VACANT LAND OFFER TO PURCHASE

BROKER DRAFTING THIS OFFER ON 7/16/09 [DATE] IS ~~(AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)~~ STRIKE TWO

GENERAL PROVISIONS The Buyer, Philip R. and Barbara M. Pofahl, offers to purchase the Property known as [Street Address] 4624 73rd Place; Tax Key No. 02-122-02-455-004 _____ in the City of Kenosha, County of Kenosha, Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

■ PURCHASE PRICE: Eight Thousand Dollars _____ Dollars ($ 8,000.00).

■ EARNEST MONEY of $ ----- accompanies this Offer and earnest money of $ ----- will be paid within ----- days of acceptance.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14, and the following additional items: None

■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: None

A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

■ ZONING: Seller represents that the Property is zoned RS-3.

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before July 23, 2009. ***CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.***

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

(1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any), for delivery to the Party's delivery address at lines 31 or 33.

Seller's recipient for delivery (optional): City of Kenosha

Seller's delivery address: 625 52nd Street, Room 308, Kenosha, WI 53140

Buyer's recipient for delivery (optional): Philip and Barbara Pofahl

Buyer's delivery address: 4620 73rd Place, Kenosha, WI 53142

(2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

(3) By fax transmission of the document or written notice to the following telephone number:

Buyer: (_____) _____ Seller: (262) 653-4045

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

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

PLACE OF CLOSING This transaction is to be closed at the place designated by Buyer's mortgagee or Landmark Title Corp. _____ no later than August 31, 2009 unless another date or place is agreed to in writing.

CLOSING PRORATIONS The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges, property owner's association assessments, fuel and _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) (_____). STRIKE AND COMPLETE AS APPLICABLE

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

PROPERTY CONDITION PROVISIONS

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

PROPERTY ADDRESS: 4624 73rd Place; Tax Key No. 02-122-02-455-004

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

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

THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.

N/A **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____ INSERT LOAN PROGRAM OR SOURCE first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $_____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

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

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

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability.** ***CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.***

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES This is a cash transaction.

☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

TITLE EVIDENCE

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

PROPERTY ADDRESS: 4624 73rd Place; Tax Key No. 02-122-02-455-004

OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

[✓] **PROPOSED USE CONTINGENCY:** Buyer is purchasing the property for the purpose of: Attaching to adjoining property; Tax Key No. 02-122-02-455-005. This Offer is contingent upon Buyer obtaining the following :

[N/A] Written evidence at (Buyer's)(Seller's) [STRIKE ONE] expense from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed development impossible or significantly increase the costs of such development.

[N/A] Written evidence at (Buyer's)(Seller's) [STRIKE ONE] expense from a certified soils tester or other qualified expert that indicates that the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private septic system for: _____ [insert proposed use of Property; e.g., three bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

[N/A] Copies at (Buyer's)(Seller's) [STRIKE ONE] expense of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 271 to 272.

[N/A] Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses at (Buyer's)(Seller's) [STRIKE ONE] expense for the following items related to the proposed development _____.

[N/A] Written evidence at (Buyer's)(Seller's) [STRIKE ONE] expense that the following utility connections are located as follows (e.g., on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer _____; water _____; telephone _____; other _____.

This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied.

[✓] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining)(Seller providing) [STRIKE ONE] a map of the Property prepared by a registered land surveyor, within 20 days of acceptance, at (Buyer's)(Seller's) [STRIKE ONE] expense. The map shall identify the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and : Buyer's contingency will be removed if no survey is completed.

_____. [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. ***CAUTION: Consider the cost and the need for map features before selecting them.*** The map shall show no significant encroachment(s) or any information materially inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

[N/A] **INSPECTION CONTINGENCY:** This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at Buyer's expense, of the Property and _____ which discloses no defects as defined below. This contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and void upon timely delivery of the above notice and report. ***CAUTION: A proposed amendment will not satisfy this notice requirement.*** Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

This Offer was drafted on 7/16/09 [date] by [~~licensee or Firm~~]

(x) Philip R. Pofahl — Buyer's Signature ▲ Print Name Here: ▶ Philip R. Pofahl — [redacted] Social Security No. or FEIN ▲ — 7-18-09 Date ▲

(x) Barbara Pofahl — Buyer's Signature ▲ Print Name Here: ▶ Barbara M. Pofahl — [redacted] Social Security No. or FEIN ▲ — 7-18-09 Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. **(See lines 242 - 267)**

_____ Broker (By) _____

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

(x) Sharon K. Krewson — Seller's Signature ▲ Print Name Here: ▶ Sharon K. Krewson, Real Estate Agent for the City of Kenosha — 39-6005481 Social Security No. or FEIN ▲ — 7-18-09 Date ▲

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

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

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

VOTE SHEET	Kenosha City Plan Commission	Meeting of August 6, 2009	

Sale of land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl, District #15.

ACTION TAKEN			***AYES***	***NOES***
APPROVE			9	0
DENY				
RECEIVE AND FILE				
FORWARD TO			***DATE***	***COPIES***
COMMON COUNCIL			8/17/09	20 & 1
FINANCE			8/17/09	
LEGAL				
PUBLIC WORKS				
PARKS			8/10/09	1
WATER UTILITY				
EMAIL TO CLERKS				
PUBLIC NOTICE				

Rich Schroeder
Assistant City Planner

1CPC/2009/Aug6/action-land-pofahl

C-2

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

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

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

August 7, 2009

TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: Vida Rose request

At the meeting held on Monday, July 27, 2009 during Citizen Comments, Vida Rose spoke on a request to use a park for the "Attack of the Giant Art" display. The Park Division has researched her listing of parks and decided that the Civic Center Park would be location for the events on August 29 & 20, 2009. The necessary requirements are as follows:

1. That the permittee enter into an agreement with the City of Kenosha Park Division for usage of the park.

2. A Certificate of Liability Insurance must be provided naming the City as an additional insured.

3. Fees: $100.00 per day

4. In compliance with all Park Rules and Regulations.

RECOMMENDATION

Approval of the request with compliance of the above requirements and any additional ones stipulated by the Board of Park Commissioners

FAX number (262) 653-4093, Superintendent Jeff Warnack

Submission of Parks Special Event Application

Return the **COMPLETED** application (pages [redacted]), the necessary permit applications:

City of Kenosha Park Department
3617 - 65th Street
Kenosha, WI 53142

Important: Keep pages [redacted] of this packet for your future reference.

"Attack of the Giant Ant"

The event we applying permission to hold is art show off approximately 30-35 4'x4' paintings, and 2 4'x6' paintings and 2 4'x8' paintings. All work is on lightweight insulation board and can be set up using light back supports. We hope to hold the event on August 29th from 10am to 5pm, with 1½ hour set-up and 1 hour tear down. We will provide security all day, minimum 4 adults.

Our group is Ant Attack, a non-profit ant group I created to provide ant experiences for the children and families of Kenosha County, and elsewhere if they are interested. This program is for kids 10 & up, teens and families. This particular program is the fulfillment of a promise made to families who engaged in a program through the community library system last summer. The library no longer offers ant programs, so I am. The theme "Attack of the Giant Ant" is a play on "B" Sci Fic and Horror movies. Participants were encouraged to depict mystical, mythical and imaginary images of their own, from literature, TV and Film. Current participants include 30 kids and teens and 8 adults.

Event Organizer Information

Name of Group: Art Attack
Group Contact Name: Vida Rose
Address: P.O. Box 673
City/State/Zip: Lake Geneva, WI, 53147

Work Phone: (262) 348-9660 Home Phone: (262) 348-9660 Cell Phone: ---
Fax: ---
E-mail: iamflyingrose@gmail.com
Is Host Organization a 501(c)-3? X No ___ Yes, #ES -

Event Information

Name of Event: Attack of the Giant Art
Charitable Event? X No ___ Yes, Proceeds donated to ___

Event Category (check one)
- Run/Walk ___
- Festival ___
- Concert ___
- Athletic Tournament ___
- Other, Please Specify: Art Show of approximately 35 4x4' paintings

Park Requested: Civic Center Park
Shelter Reserved by Event Organizer ___ No ___ Yes

Date of Event: August 29, 2009
Rain Date: None
Annual Event ___ No X Yes
Expected Attendance: 200 — mostly pedestrian walk by

Time of Event: 10:00 AM - 5:00 PM
Set up: 8:30 AM
Event Starts: 10:00 AM
Event Ends: 5:00 PM
Take-Down: 5:00 PM
Does this require time in the park the day before your event? X No ___ Yes

Food Served X No ~~X~~ Yes
Food/Beverage Sold X No ~~X~~ Yes
Beer/Wine Coolers Served X No ___ Yes

_____Organization Meeting_____

If you have organizational meetings regarding your event, please include on invitation to the Parks Special Event Supervisor. Working with the Park Department during the planning phase is an excellent way to prevent potential problems & insure good communications. An on-site meeting between your group and the Park Department is also recommended.

_____Permits_____

As the event organizer, YOU are responsible for obtaining all permits that the City of Kenosha requires for special events. You must include all pertinent information before this application will be reviewed by staff. Some permit applications and regulations are attached to this Special Event packet. Other permit applications must be obtained from other City Departments. ***Please read the Parks Special Event Instructions to help you determine which permits you will need for your event.***

_____**Beer/Alcohol Selling Permit**

_____**Vending Permit** – required of ALL vendors selling items at your special event. All vendors must return their permit application 30 days prior to the event, or they may not participate in the event. From Park Department at www.kenosha.org, click on parks.

_____**Temporary Restaurant Permit** – required if food or beverages will be sold or served at the event. Prepackaged food/beverage items are exempt from this permit. To obtain application and permit, contact the Kenosha County Health Department 262-605-6700. Please indicate the date you submitted Temporary Restaurant Permit application_____.

_____**Parade Permit** – may be required of a run, walk, or bike ride event. Contact the Kenosha Police Department 262-656-1234. Please indicate date you submitted Parade Permit application_____.

_____**Street Use Permit** – required if your event will require closing a city street or special parking requests on city streets. Call 262-653-4050. Please indicate date you submitted Street Use Permit application _____.

_____**Temporary Class "B" Retailers License** – required if your event will be selling beer/alcohol. To obtain application and permit, contact the City Clerk's Office, 653-4020. Please indicate date you submitted license application _____.

_____**Fireworks Permit** – from the Fire Department 262-653-4100. If at a lakefront park, you must notify the Coast Guard.

_____**Burn Permit**

Certificate of Insurance

Please note that insurance requirements depend upon the risk level of the event. If your event will include selling alcohol, vending, run/walk component, fireworks, and/or the attendance is expected to exceed 300 people, the City of Kenosha requires a "Certificate of Insurance" from your or your parent organization's insurance company. The Event Organizer shall submit a general liability insurance policy certificate in the amount of $1,000,000 naming the City of Kenosha and its Parks Department as an additional insured party along with any vendors and participants. The City of Kenosha Park Department must receive this certificate 30 days prior to the event date. This official certificate may be mailed or faxed.

_____Yes, Event Organizer will be submitting Certificate of Insurance.

Marketing of Event

Please ensure that you have conditional approval of your event before you begin to promote, market or advertise your event. (Will there be live media coverage during the event and where will the media vehicles be parked?) Anticipate local newspaper coverage, reporters and photographers.

How will this event be marketed, promoted, or advertised?
Newspaper article, word of mouth by participant families, and hopefully free local radio station announcements.

If Co-Sponsorship has been approved by the Board of Park Commission the City/Park Department & Common Council must be listed as a sponsor.

Site & Route Plan

To ensure proper review of your event, please attach a site and route plan (if applicable). These site and route plans may be blueprints, CAD drawings, or legible sketches.

Site and route plans should include, but are not limited to, the following information: location of tents, stages, fencing, vendors, portable toilets, beer gardens, dumpsters, placement of vehicles, exit location for outdoor events that are fenced, clear signage, accessible paths for wheelchairs as well as ample disabled parking, and any other related event components not listed above.

Your site plan will also include the areas within the requested park you will need for the event including the parking lot, shelter, ball diamonds, soccer fields, ped/bike paths, tennis courts, volleyball courts and any other specific park feature.

If your event includes a walk/run component, the approval of the Park Department and the use of the park **does not imply approval of the proposed route.** The Event Organizer will need to secure approval from the Public Works Department at 653-4050.

Please feel free to include a narrative of the event with the site and route plan.

Parking Plan

As an Event Organizer, it is important that you plan for safe arrival, departure, and parking of the event attendees, participants, and vendors. The Kenosha Police Department does monitor and ticket illegally parked vehicles at the events. As the Event Organizer, you are responsible for informing all participants, volunteers, attendees, and vendors of the parking regulations. If your parking plan includes using neighborhood businesses, churches, etc, you will need to include the approval of such agreements in this parking plan.

Street parking and Civic Center lot parking.

Security and Medical Plan

As an Event Organizer, you are required to provide a safe and secure environment for your event. This is accomplished through sound planning. If your event will have over 300 attendees, you must submit a security and medical plan for your event. This description should include, but is not limited to, the hiring of private security companies and licensed professional emergency services, crowd control, venue safety, communication plan in case of emergency, etc. These plans may be subject to review by the City of Kenosha Police and Fire Departments who make additional recommendations. For a review of your security and medical plans, please contact the Fire Department at 262-653-4100 and the Police Department at 262-656-1234. For large events, Police & Fire Department should be invited to planning meeting.

Mitigation of Impact

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

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

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

Have you done the appropriate notifications?
X N/A X Yes. Alder Person Name/Date Michael Orth, 7/27/09
Did it anyway.

Equipment Rental

To assist you with your special event, the Kenosha Park Department rents some equipment for use by the Event Organization. The location of this equipment must be noted on the site and route plan you have attached to this application. The Event Organizer must have the ability to pick up and return all equipment from Park Maintenance Facilities. The prices for the equipment are attached to the Special Events Packet or can be found on the Kenosha Parks website.

EQUIPMENT REQUESTS: Appropriate fees will be charged

____Electric* ____Water ____# of Benches ____# of Picnic Tables

____# of Trash Containers ____Barricades ____Snow Fencing (must provide location)

____Bleachers ____Reviewing Stand ____Showmobile ____Portable Fencing

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

Other Special Requests:

Application Signature

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

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

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

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

The organization may be required to submit a budgetary statement planned for the implementation of this event. This requirement is necessary before a special event permit will be considered or issued to the sponsors.

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

Applicant Signature

8/4/09
Date

Application Submission

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

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