

**AGENDA**  
**BOARD OF PARK COMMISSIONERS**  
**Kenosha Municipal Building - Room 204**  
**Monday, August 31, 2015 - 5:00 pm**

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

**Call to Order**

**Roll Call**

Approval of the minutes of the meetings held on August 3, 2015, August 10, 2015 and August 17, 2015.

1. Request from Courtney Van Laten for a Wedding Ceremony and Reception at the Southport Beach House on Saturday, August 20, 2016 to:
  - a. Extend the closing hours to midnight (12:00am)
  - b. Extend the Beer/Wine Permit to 11:30pm
  - c. Extend the Music Permit to 11:30pm (District 12)
2. Request from St. Joseph Catholic Academy to use Pennoyer Park to host their Annual Homecoming Bonfire on Friday, September 18, 2015 from 6pm – 10pm. (District 1)
3. Request from the Kenosha Achievement Center for the use of Petzke Park on Saturday, October 3, 2015 for the:
  - a. Grand Opening Celebration of the Dream Playground
  - b. Selling of food
  - c. Selling of fermented malt beverages
  - d. Use of amplified music. (District 1)
4. Request from the Mary Lou & Arthur F. Mahone Fund for the use of the Lincoln Park Flower Garden on Thursdays, September 10th, 17th and 24th for the:
  - a. Lincoln Park Live Musical Event
  - b. Selling of fermented malt beverages
  - c. Use of amplified music (District 12)
5. Ordinance by Alderperson David F. Bogdala - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for use of City Parks. (Oral referral from Council 6/1/15) (Deferred from the meeting on 7/13/15)
6. Correction to Acceptance of Project 14-1428 Washington Park Trail Improvements (1901 Washington Road, which has been satisfactorily completed) by Janke General Contractors (Athens, Wisconsin) in the amount of \$94,243.69. (District 6) (Also referred to Public Works)

7. Approval of Driveway Easement and Agreement By and Between the City (of Kenosha, Wisconsin) and Dale L. Pfaff for the Benefit of Property Located at 3919 55th Avenue. (Pfaff) (District 16) (CP-Approved-Ayes 8:Noes 0)
8. Change Order (Contract Deadline Only) for Project 15-1423 Anderson Park Paths (8730 22<sup>nd</sup> Avenue). (District 9) (Also referred to Public Works)

INFORMATIONAL ITEMS:

1. Project Status Report
2. Dream Playground
3. Velodrome Status Update
4. Anderson Park and KASL

**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 on Monday, August 3, 2015**

A special meeting of the Board of Park Commissioners was held on Monday, August 3, 2015 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 4:30 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners LaMacchia, Wicklund, Rose and Rosenberg. Staff members in attendance were Shelly Billingsley, Acting Director of Public Works; Frank Pacetti, City Administrator, and Alderman Michalski.

1. Request from Kiwanis Breakfast Club for a softball tournament at Lincoln Park on August 7-9, 2015. *(District 12)*  
Staff: Shelly Billingsley spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve. Motion passed 5-0.
  
2. Award of Contract for Project 14-1424 Southport Beach House Roof Replacement Rebid (7825 1<sup>st</sup> Avenue) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, WI) in the amount of \$316,000.00. *(District 12) (Deferred for 60 days & referred back to Parks from Common Council on 6/1/15) (Deferred from 7/27/15 meeting) (Also referred to Public Works)*  
Staff: Shelly Billingsley and Frank Pacetti answered questions.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to open a public hearing. Motion passed 5-0.  
Public Hearing: John Fox, 4803 7<sup>th</sup> Avenue, spoke about the contract; Margaret Heller, 217 69<sup>th</sup> Street, spoke about the contract and asked to defer work until next year; Alderman Jan Michalski, 416 71<sup>st</sup> Street, spoke; Lydia Spottswood, 6903 2<sup>nd</sup> Avenue, handed out a copy of the bid tabs and spoke in favor of the slate roof repair; and Merike Phillips, 711 61<sup>st</sup> Street, spoke in favor of the slate roof repair.  
It was moved by Commissioner Rosenberg, seconded by Commissioner Wicklund to approve. Motion passed 3-2 with Commissioners LaMacchia and Rose voting no.
  
3. Award of Contract for Project 15-1424 Southport Beach House Roof Repair Rebid (7825 1<sup>st</sup> Avenue) to Knickerbocker Roofing and Paving Co. Inc. (Harvey, IL) in the amount of \$22,000.00. *(District 12) (Deferred from 7/27/15 meeting) (Also referred to Public Works)*  
It was moved by Commissioner Wicklund, seconded by Commission Rosenberg to reject. Motion passed 5-0.

ADJOURNMENT – There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:16 pm.

**BOARD OF PARK COMMISSIONERS**  
**Minutes of Meeting held Monday, August 10, 2015**

A meeting of the Board of Park Commissioners was held on Monday, August 10, 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, LaMacchia and Rosenberg. Staff members in attendance were: Shelly Billingsley, Acting Director of Public Works; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Dan Miskinis and Alderperson Patrick Juliana.

It was moved by Commissioner LaMaachia, seconded by Commissioner Rosenberg, to approve the minutes from the meeting held on Monday July 27, 2015. Motion carried unanimously.

1. Request from Natania Mercado for a Wedding Ceremony and Reception at the Southport Beach House on Saturday, September 24, 2016 to:
  - a. Extend the closing hours to midnight (12:00am)
  - b. Extend the Beer/Wine Permit to 10:30pm (District 12)Public Hearing: None  
It was moved by Commissioner LaMacchia, seconded by Commissioner Wicklund to approve.  
Staff: Jeff Warnock spoke.  
Motion to approve carried unanimously.
2. Request from Juan Realeno for a Wedding at the Southport Beach House on Saturday, August 13, 2016 to:
  - a. Extend the closing hours to 11pm.
  - b. Extend the Beer/Wine Permit to 10:30pm
  - c. Extend the Music Permit to 10:30pm (District 12)Public Hearing: Juan Realeno spoke.  
Staff: Jeff Warnock spoke.  
It was moved by Commissioner Wicklund, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.
3. Acceptance of Project 14-11420 Eichelman Park Beach Water Quality Improvements Phase I & II (6125 3rd Avenue, which has been satisfactorily completed) by A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$354,097.37. (District 2) (Also referred to Public Works & Stormwater Utility)  
It was moved by Commissioner LaMacchia, seconded by Commissioner Wicklund to correct the project number to 14-1120. Motion carried unanimously.  
Public Hearing: None  
Staff: Shelly Billingsley spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.

**INFORMATIONAL ITEMS:**

1. Project Status Report – Shelly Billingsley spoke.

CITIZEN COMMENTS: Jane Mackie spoke about the Kennedy/Pennoyer walking path. Alderperson Patrick Juliana spoke about the Velodrome construction. Lydia Spottswood spoke about a partnership with the Southport Beach House. Tammy Conforti spoke about the Dream Playground project from start til now.

COMMISSIONER COMMENTS: Chairman Gordon would like forwarded copies of all existing contract agreements to the Board Members, as well as the canceled and terminated. He would also like forwarded the number of people who used the pool, the revenue, and the cost the City spent to operate separately Anderson and Washington. Chairman Gordon also requested that we add a line for lifeguards at Simmons Beach for 2016. He also mentioned having an RFP prepared for 2 buildings, the Southport Beach House and Simmons Island Bath House to have a public private partnership. Commissioner Wicklund spoke about the disc golf and how the money was well spent at Lincoln Park. Commissioner Rosenberg congratulated the Kenosha Kingfish to the playoffs.

ADJOURNMENT - There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:25 pm.

**BOARD OF PARK COMMISSIONERS**  
**Minutes of a Special Meeting held Monday, August 17, 2015**

A special meeting of the Board of Park Commissioners was held on Monday, August 17, 2015 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 6:51 pm by Chairman Gordon.

At roll call, the following members were present: Commissioners Rose, LaMacchia and Rosenberg. Commissioner Wicklund was excused. Staff member in attendance was Jeff Warnock, Superintendent of Parks.

1. Request from the Kenosha Achievement Center, Inc., for their Volunteer Appreciation Picnic on Saturday, September 12, 2015 from 12pm to 8pm at Petzke Park to have:
  - a. a beer/wine permit
  - b. a live band
  - c. 500 people in attendanceIt was moved by Commissioner Rose, seconded by Rosenberg to approve.  
Staff: Jeff Warnock spoke.  
Motion to approve carried unanimously.

ADJOURNMENT - There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 6:51 pm.



August 26, 2015

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

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from Courtney Van Laten for a Wedding Ceremony and Reception at the Southport Beach House on Saturday, August 20, 2016 to:

- a. Extend the closing hours to midnight (12:00am)
- b. Extend the Beer/Wine Permit to 11:30pm
- c. Extend the Music Permit to 11:30pm (District 12)

**BACKGROUND/ANALYSIS**

A request has been received from Courtney Van Laten to extend the closing hours to midnight and the beer/wine permit to 11:30pm for a wedding ceremony and reception at the Southport Beach House on Saturday, August 20, 2016.

**RECOMMENDATION**

To approve the request.

JW/dm

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

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

Phone: 653-4080  
Fax: 653-4056

Make check payable to “City of Kenosha.”

OFFICE USE ONLY			
Rental Fees: <u>\$750</u>	Beer/Wine: <u>\$25</u>	Deposit: <u>\$300</u>	Total Due: <u>\$1,075.00</u>
Receipt #: <u>170981</u>	By: <u>DM</u>	Zimbra: <input checked="" type="checkbox"/>	Park Calendar: <input checked="" type="checkbox"/>
Access Database: _____	Date Paid & Permit Issued: _____		

**INSTRUCTIONS:**

- Please Print (blue or black ink)

Permitee Name: Courtney Van Laten  
Person authorized to sign this agreement on behalf of the organization.

Organization Name: \_\_\_\_\_

Address: 1206 N. Dale Ave City: Arlington Heights State: IL Zip: 60004

Daytime Phone: APT 2E 630-788-3745 Alternate Phone: 815-218-8177

FACILITY REQUESTED: Southport Beach House

Event Date: 8/20/16

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

Attendance: 130 (Number of people) Time requested: From: 2pm to 12am  
(INCLUDES SETUP AND TAKE DOWN)

**PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM**

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

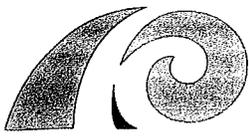
**Do you plan to have a DJ?** Yes (Yes or No)  
Allowed only at Alford, Washington picnic shelters and Southport Beach House and Oribiletti Center.

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

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

**RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS**

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



THE CITY OF  
**KENOSHA**  
PUBLIC WORKS

August 25, 2015

Courtney Van Laten  
1206 N Dale Ave Apt 2E  
Arlington Heights, IL 60004

RE: Extension of closing hours to midnight and the Beer/Wine Permit to 11:30pm at the Southport Beach House on Saturday, August 20, 2016.

To whom it may concern:

Your request for an extension of the closing hours to midnight and the beer/wine permit to 11:30pm at the Southport Beach House on August 20, 2016 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

**Monday, August 31, 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



August 27, 2015

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

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from St. Joseph Catholic Academy to use Pennoyer Park Beach to host their Annual Homecoming Bonfire on Friday, September 18, 2015 from 6pm – 10pm. (*District 1*)

**BACKGROUND/ANALYSIS**

A request has been received from St. Joseph Catholic Academy to hold a bonfire on Pennoyer Park Beach. The event is to celebrate their Annual Homecoming and it would take place on Friday, September 18, 2015 from 6pm to 10pm. Staff has spoken with the Fire Prevention Bureau and the permit has been filed and payment has been received. The Fire Prevention Bureau has approved the date and permit

**RECOMMENDATION**

To approve the request.

JW/dm

Stephanie Connolly

St Joseph Catholic Academy

Homecoming Bon-fire

Pennoyer Park

Fri Sept 18 6-10

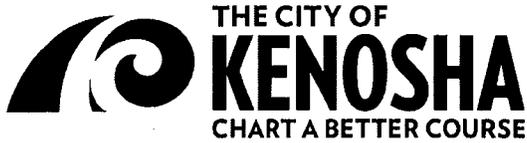
We use an area close to  
the bathrooms every year.

tscconnolly3@yahoo.com

630-631-6144

4918 19th St

Kenosha WI  
53144



Aug. 31, 2015

TO: Chairman Scott Gordon, Board of Park Commissioners

FROM: Mayor Bosman

RE: Kenosha Dream Playground Grand Opening Celebration

The City of Kenosha and the Kenosha Achievement Center are partnering to present a Grand Opening Celebration for the Dream Playground and are requesting from the Parks Commission the use of Petzke Park for the event to be held from 1-4 p.m. Oct. 3, 2015. Organizers also seek permission for public amplification and sales of food at the event; and permission for the Moose Lodge to sell fermented malt beverages. Set up will take place beginning at 8 a.m. Oct. 2, and take down will be completed by 10 p.m. Oct. 3, 2015.

Recommendation: Parks Commission approval of use of Petzke Park at the Grand Opening Celebration for the Dream Playground on Oct. 3, 2015; permission for public amplification and sales of food; and also permission for fermented malt beverage sales conditioned upon the applicant securing the appropriate license for sale of beer and/or wine.

**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 Achievement Center/Dream Playground

Contact Person who is responsible for event: Tammy Conforti and Chris Weyker

Address: KAC, 1218 79th St.

City/State/Zip Kenosha WI 53143

Daytime # 262-658-9500 Evening # \_\_\_\_\_ Cell# \_\_\_\_\_

Fax # \_\_\_\_\_ E-mail: \_\_\_\_\_

Is the Host Organization a 501(c)-3? Yes, provide ES# 23606

**EVENT INFORMATION**

Name of the Event: Kenosha Dream Playground Project Grand Opening

Date Requested: Sat. Oct. 3, 2015 Rain Date \_\_\_\_\_

Location Requested: Petzke Park Estimated Attendance 500

Charitable Event: \_\_\_\_\_ No  Yes, Proceeds donated to KDPP

Brief Description of the Event: Grand opening of the Dream Playground at Petzke Park  
Program of speakers; ribbon cutting and celebration

Set up date and time: 8 a.m. Friday Oct. 2, 2015

Time of Event: 1-4 p.m. Saturday, Oct. 3, 2015

Take down date and time: 5 p.m. Saturday, Oct. 3, 2015

**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 Kenosha Dream Playground Grand Opening

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

X                      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.

                                             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 40                      # of Picnic Tables 30                      # of extra trash containers 20

# of Barricades                                                    Any Bleachers                                                    Any Reviewing Stands                              

Showmobile New X                      Old                              

Fencing: Snow Fencing # of feet TBD                      Portable fencing - # of feet/sections All

Other Special Requests: need generator to operate Showmobile

**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.

**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of Event Kenosha Dream Playground Grand Opening  
Location of Event: Petzke Park Date of Event Oct. 3, 2015  
Contact Person Tammy Conforti

**Type of Amplified Sound**

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

Requested time of amplification: Start: 1 p.m. Ending 4 p.m.

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

Scott & Lance Gordon

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # 262-909-3989

**Aldersperson notification**

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

\_\_\_\_\_ Yes \_\_\_\_\_ No Date: \_\_\_\_\_

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

**PARK VENDING PERMIT APPLICATION  
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

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

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

Name of the Event: Kenosha Dream Playground Grand Opening

Location of the Event: Petzke Park Date of Event Oct. 3, 2015

Name of Group/Organization providing the service Kenosha Achievement Center/Dream Playground

Contact Person Tammy Conforti and Chris Weyker

Address KAC, 1218 79th St.

Daytime # 262-658-9500 Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

**Product or Service Sold**

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

Picnic food including hotdogs, brats, chips and soda; possibly pizza and sandwiches

If selling food, please indicate your Temporary Restaurant License # \_\_\_\_\_

Non-Food Item \_\_\_\_\_

**Detail of Vendor Set-up**

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

**Insurance**

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

Insurance Company \_\_\_\_\_

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

**Signature**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**FERMENTED MALT/WINE BEVERAGE SALES APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Name of Event: Dream Playground Ribbion Cutting

Location of Event Petzke Park Date of Event October 3rd, 2015

Name of Group Responsible K.A.C.

Person that is Responsible for License and Regulations Richard A. Smart

Address 3003 30th Avenue

Daytime # 262-657-7831 Evening # Same Cell # 262-945-3313

**Beer Selling Permit Information**

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

Scott Gordon, Joyce O'Connell,

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

K.A.C. will be in charge of all security measures

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

No  Yes, Indicate Application Date: June 6th, 2015 on file at City clerk

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

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

No  Yes, Indicate Application Date: June 6th, 2015 on file at City clerk

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



August 28, 2015

Kenosha Achievement Center  
Attn: Tammy Conforti or Chris Weyker  
1218 79<sup>th</sup> St  
Kenosha, WI 53143

RE: Park use for Petzke Park

To whom it may concern:

Your request for park use at Petzke Park for the Dream Playground Grand Opening Celebration on Saturday, October 3, 2015 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

**Monday, August 31, 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](mailto:kkochman@kenosha.org).

Sincerely,

Diane S. Miles  
Secretary of the Parks Commission

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



Aug. 31, 2015

TO: Chairman Scott Gordon, Board of Park Commissioners

FROM: Mayor Bosman

RE: Lincoln Park Live

The Mary Lou and Arthur F. Mahone Fund is requesting of the Board of Park Commissioners the use of the Lincoln Park flower gardens for a music festival, Lincoln Park Live, from 6:30 to 8:30 p.m. Thursdays Sept. 10, 17 and 24. They also seek permission for sales of food, wine and fermented malt beverages by the Mahone Fund on Sept. 10; and by the Kenosha Community Foundation on Sept. 17 and 24. The Mahone Fund is partnering with the City of Kenosha and the Kenosha Community Foundation for this event. Organizers also request approval for public amplification.

Recommendation: To approve the use of Lincoln Park flower gardens for Lincoln Park Live on Thursdays Sept. 10, 17 and 24; to permit public amplification at the events, and also permit the sales of food, wine and fermented malt beverages conditioned upon the applicant securing the appropriate license for sale of beer and/or wine.

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 Mary Lou and Arthur F. Mahone Fund

Contact Person who is responsible for event: Tim Mahone

Address: 600 52nd Street Site 110

City/State/Zip Kenosha, WI 53140

Daytime # 262-654-2412 Evening # Cell# 262-748-7418

Fax # E-mail: ttmahone@aol.com

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

EVENT INFORMATION

Name of the Event: Lincoln Park Live

Date Requested: September 10th, 17th, 24th Rain Date no

Location Requested: Lincoln Park Flower Garden Estimated Attendance 300

Charitable Event: No X Yes, Proceeds donated to Mahone Fund

Brief Description of the Event: Neighborhood Music event

Set up date and time: 4:30pm - September 10th, 17th, and 24th

Time of Event: 6:30pm - 8:30pm on September 10th, 17th, and 24th

Take down date and time: 9pm - September 10th, 17th, and 24th

FOR OFFICE USE ONLY:

Application Packet Received Admin. Or Commission Approval

Copies sent to: Alderperson Dirk Police

Fire: PW Admin PW-Streets: Kris

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

**Please review Item #8 in the Policy/Procedure Manual**

Name of Event Lincoln Park Live

Park Requested Lincoln Park Flower Garden Date of Event: September 10th, 17th, 24th

\*\*Structure location must be placed on site map.

**Type of Temporary Structure**

Tent

Staging

Trailers

Inflatables

Dunk Tank

Other, Please explain \_\_\_\_\_

**Vendor Information**

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

Name of Company/Individual: TBD

Work # \_\_\_\_\_ Home # \_\_\_\_\_ Cell \_\_\_\_\_

**Insurance**

All vendors that are supplying the organization with a temporary structure must supply a Certificate of Insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's. Copy to be attached or sent to the Park Division 30 days prior to the event.

Insurance Company TBD

**Signature**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of

Event Lincoln Park Live

Location of Event: Lincoln Park Flower Garden Date of Event September 10th, 17th, 24th

Contact Person Tim Mahone

**Type of Amplified Sound**

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

Requested time of amplification: Start: 6pm Ending 9pm

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

Timothy Mull

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # (847)269-9019

**Aldersperson notification**

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

X Yes \_\_\_\_\_ No Date: Fri. August 14

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

**FERMENTED MALT/WINE BEVERAGE SALES APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Name of Event: Lincoln Park Live

Location of Event Lincoln Park Flower Garden Date of Event September 10, 2015

Name of Group Responsible Mahone Fund

Person that is Responsible for License and Regulations Tim Mahone

Address 600 52nd Street Suite 110, Kenosha, WI 53140

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # 262.748.7418

**Beer Selling Permit Information**

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

Public Craft Brewery - Specific individual to be name

Ashling on the Lough - Specific individual to be name

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

No Security Company will be hired but we will work with KPD bike patrol for a soft presence and the volunteers from the committee and neighborhood will be on site for additional support

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

No  Yes, Indicate Application Date: August 25, 2015

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

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

No  Yes, Indicate Application Date: \_\_\_\_\_

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



THE CITY OF  
**KENOSHA**  
PUBLIC WORKS

August 28, 2015

Mary Lou & Arthur F Mahone Fund  
Attn: Tim Mahone  
600 52<sup>nd</sup> St Ste110  
Kenosha, WI 53140

RE: Park use for Lincoln Park Flower Garden

To whom it may concern:

Your request for park use at Lincoln Park Flower Garden for the Lincoln Park Live event on Thursdays, September 10<sup>th</sup>, 17<sup>th</sup>, and 24<sup>th</sup> will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

**Monday, August 31, 2015**  
**5:00 p.m.**  
**Room 202**  
**Kenosha Municipal Building, 625-52nd Street**

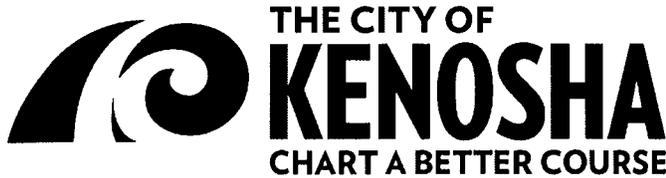
You and/or your representative are required to appear.

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

Sincerely,

Diane S. Miles  
Secretary of the Parks Commission

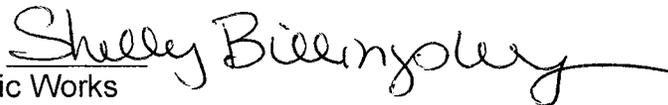
cc: Board of Parks Commission  
Shelly Billingsley, Acting Director of Public Works – w/a  
Jeff Warnock, Superintendent of Parks – w/a  
Kris Kochman – via email



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

August 27, 2015

To: Rocco LaMacchia, Sr., Chairman,  
Public Safety & Welfare Committee

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

Subject: Ordinance by Alderperson David F. Bogdala - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for use of City Parks. (Oral referral from Council 6/1/15) (Deferred from the meeting on 7/13/15)

**BACKGROUND/ANALYSIS**

As an oral referral from the Common Council on June 1, 2015 and deferred from the Board of Park Commissioners meeting on July 13, 2015, we received the following Ordinance, by David F. Bogdala, from the Legal Department - To Repeal and Recreate Section 6.05 of the Code of General Ordinances Entitled "Permits" Relating to Permit Requirements for use of City Parks.

**RECOMMENDATION**

Staff has no recommendation.

SB/dm

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**

**TO REPEAL AND RECREATE SECTION 6.05 OF THE CODE OF  
GENERAL ORDINANCES ENTITLED “PERMITS” RELATING  
TO PERMIT REQUIREMENTS FOR USE OF CITY PARKS**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

**Section One:** Section 6.05 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**6.05 PERMITS**

**A. Definitions.**

**“Athletic competition”** means a sporting event participation in which requires participants or teams to pay a fee of any sort to an entity other than the City of Kenosha.

**“Not-For-Profit Entity”** means a governmental entity other than the City of Kenosha, a nonprofit corporation as that term is defined in Wis. Stat. § 181.0103(17), or bona fide clubs, churches, lodges or societies, or posts of veterans organizations, which bona fide clubs, churches, lodges or societies, or posts of veterans organizations have been in existence for at least 6 months before the date of application for a permit under this section 6.05.

**“Park Area”** means the portion of the park for which a permit is being requested, in addition to the parking lot in closest proximity to that portion of the park, and the pedestrian-travel area between the parking lot and the portion of the park for which the permit is being requested.

**“Sponsor”** when used as a verb with regard to an event, the term means to publicly endorse the event; when used as a noun, the term means an entity which is publicly endorsing the event.

**BA. Permits**

**1. Required.** A permit shall be required under this Ordinance prior to and as a condition of any person, party, firm or corporation undertaking any of the following activities:

- ~~a~~**1.** Hold any assembly or gathering of two hundred fifty (250) or more persons.
- ~~b~~**2.** Engage in ~~organized~~athletic competition ~~or team sports~~.
- ~~c~~**3.** Reserve any athletic field for a date and time certain.
- ~~d~~**4.** Reserve any picnic area for a date and time certain.
- ~~e~~**5.** Sell food, beverage or any other product or service.
- ~~f~~**6.** Possess and consume fermented malt beverages and/or wine.

g7. Perform any act, otherwise prohibited.

h8. Produce amplified sound in excess of decibel limit specified in Chapter 23 of the Code of General Ordinances.

i. Engage in skydiving landing or other acts deemed by the Superintendent of Parks to be potentially hazardous.

j. Hold an income-producing activity for other than a Not-For-Profit Entity.

k. Hold an event or events that occur on more than one day, regardless of whether the days are consecutive.

The failure to obtain such permit shall be deemed a violation of this Ordinance.

2. **Permit Not Required.** A permit is not required for events sponsored by the City or the Board of Park Commissioners.

**BC. Application.** Application for any permit above provided shall be made to the Superintendent of Parks in writing, and accompanied by the required fee or by an appropriate request for fee waiver. Such application shall be fully completed on City forms and shall define the activity desired to be engaged in, the park(s) or park area where the activity will be performed, the estimated attendance and other relevant information requested on the application form which is reasonably necessary to a fair determination as to whether the permit should be issued. The Board of Park Commissioners shall, from time to time, establish a written policy for the minimum and maximum time for submitting applications for activities subject to a permit on an activity-by-activity basis.

**CD. Permit Fees.**

1. **Establishment.** Permit fees shall be as established by the Board of Park Commissioners, and kept on file in the Department of Public Works.

2. **Waiver.**

a. **Request.** A Not-For-Profit Entity may request a waiver of all or part of a fee otherwise required under this section.

b. **Procedure.** A request for waiver must be made in writing to the Board of Park Commissioners with the application for permit. The request must be signed and the information contained in the request be certified on personal knowledge, by a person authorized by the Not-For-Profit Entity that is making the application. The person making the request must identify the name of the Not-For-Profit Entity in whose name the request is being made, identify the names of all sponsors of the event, and assert that all sponsors are either the City or are Not-For-Profit Entities. A statement must be included as to the reason the fee should be waived. A false certification is deemed a violation of this Ordinance.

c. **Standards.** A fee may be waived in circumstances where the only sponsors Not-For-Profit Entities.

d. **Withhold Permit Until Fee Paid.** Should the request for waiver be denied, but the underlying application be approved by the Board of Park Commissioners or by the Superintendent of Parks, the

issuance of the permit is conditioned upon the payment of the fee and the permit will be withheld until the permit fee is paid.

**DE. Leases And Concessions.** Leases and Concession Agreements shall be subject to bids, requests for proposals or negotiated terms and conditions, reduced to a contract, reviewed and approved by the City Attorney as to form, and approved by the Board of Park Commissioners.

**EF. Permitting Authority.**

**1. Board Of Park Commissioners.** The Board of Park Commissioners shall be responsible for granting leases, concession agreements, permits for a gathering of two hundred fifty (250) or more persons, for special events involving the sale or consumption of fermented malt beverages, and for determination of fees and charges.

**2. Superintendent Director Of Parks.** The Superintendent of Parks may grant any other permit or allow any activity authorized by this Ordinance, subject to a monthly report of permits being filed with and subject to the payment of fees and charges authorized by the Board of Park Commissioners. The decision of any of the above may be appealed to the Board of Park Commissioners.

**FG. Standards For Permit Issuance.** The Permitting Authority shall consider the following standards for permit issuance ~~and grant a permit only upon finding that:~~

**1.** The activity or use will be in compliance with applicable Federal, State, County and City laws, rules and regulations.

**2.** The activity or use will not create an unreasonable risk of loss of life, personal injury or property loss or damage or otherwise threaten the public health, safety or welfare.

**3.** The activity or use will not unreasonably interfere with the use of the park by the general public.

**4.** The activity or use will not unreasonably interfere with the peaceful use of the properties adjacent to the park.

**54.** The activity or use will not entail an unusual, extraordinary or burdensome expense to the City which is not recovered in the permit fees or charges.

**65.** The area which is the subject of the application is not reserved for another use or party at the day and hour for which requested.

**76.** The area requested is an area designated by the Board of Park Commissioners for the type of use requested and is otherwise available for use.

**87.** Other considerations:

**a.** Applications, where timely filed, shall be considered in order of priority determined by Permitting Authority, with due consideration for the need to distribute scarce resources on an equitable basis.

**b.** A permit shall not be denied where the activity constitutes free speech or right of assembly protected by the United States or Wisconsin Constitution, provided the above standards can be met.

**c.** The Board of Park Commissioners shall retain the right to reserve any park or area for any civic function or Commission sponsored event.

Whenever a permit application is denied, a statement of the reason(s) for denial shall be provided to the applicant in writing.

**GH. Permit Conditions.** The Permitting Authority shall have the right to impose reasonable permit conditions, including, but not limited to, the following:

1. Compliance with applicable Federal, State, County and City laws, rules and regulations.
2. Compliance with this Ordinance.
3. Execution of Indemnity and Hold Harmless Agreement.
4. Post a bond or other assurance to guarantee compliance with permit terms and conditions.
5. Provide private security for traffic, parking and/or crowd control.
6. Hold City harmless from damage to its property.
7. Clean up area immediately following use.
8. Inspect the Park Area immediately prior to Park use to determine whether or not the Park Area is suitable and safe for such use. If such inspection reveals that such Park Area is not suitable and safe for the intended use, the Park Area shall not be used until the Park Area is made suitable and safe for such use.
9. Report unsafe conditions in the Park Area to the Department of Public Works.
10. Warn all persons using the Park Area under authority of the Park Use Agreement of any unsafe conditions which may exist or portions of Park Area which are not suitable for use.
11. Supervise all persons using the Park Area under authority of the Park Use Agreement.
12. Reimbursement to City of costs incurred in enforcing permit forms and conditions.
13. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which contain an endorsement of contractual liability, and which covers death, personal injury and property damage in the following amounts:
  - a. CLASS I RISK - \$1,000,000 per occurrence and \$1,000,000 aggregate, for events and activities which involve a moderate liability risk, a noncommercial activity, and/or a gathering of less than five hundred (500) persons.
  - b. CLASS II RISK - \$1,000,000 per occurrence and \$2,000,000 aggregate, for events and activities which involve a moderate liability risk or a commercial activity, or a gathering of more than five hundred (500) persons.
  - c. CLASS III RISK - Over \$1,000,000; per occurrence and over \$2,000,000 aggregate, as determined by the Park Commission, for events and activities which involved a high liability risk, specifically including, but not limited to, circuses and carnivals.
14. Procure any other license or permit required for activity, such as Food Permit or Special Class "B" License.

**HI. Revocation, NonRenewal and Suspension of Permits.** The Permitting Authority may authorize and for just cause suspend, revoke, or not renew any permit herein provided, upon serving upon such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Said notice shall provide for a hearing upon a written request therefor being filed with the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the Permitting Authority shall administratively impose the penalty set forth in said notice. The judgment of conviction of any permittee in any Municipal, State or Federal Court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie proof of said violation for purposes of this Ordinance. However, in the instance of any judgment of conviction entered pursuant to a no contest plea, or considered in law to be rendered pursuant to a no contest plea,

said judgment of conviction as a prima facie case may be rebutted. Further, mitigating circumstances may be introduced with respect to any judgment of conviction.

**HJ. Time Limits.** The following time limits shall apply in the application of this Section:

1. Board of Park Commissioners to act on Permit Application **and/or request for fee waiver:** Thirty (30) days.
2. Superintendent of Parks to act on Permit Application: Ten (10) days.
3. Appeal of any permitting decision of the Superintendent of Parks to the Board of Park Commissioners: Ten (10) days from actual receipt or twelve (12) days from date of postmark, whichever is longer.

**Section Two:** This Ordinance shall become effective upon passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney



SHELLY BILLINGSLEY, MBA, PE  
Acting Director of Public Works  
City Engineer

August 27, 2015

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

From: Shelly Billingsley, MBA, PE *Shelly Billingsley*  
Acting Director of Public Works/City Engineer

Subject: Corrected Acceptance of Project 14-1428 Washington Park Trail Improvements  
Location: 1901 Washington Road

At the July 27, 2015 Park Commission approved the acceptance of Project 14-1428 Washington Park Trail Improvements in the amount of \$94,155.69. Public Works Committee and Common Council approved the acceptance at the August 3, 2015 meetings.

Since the project acceptance, the contractor received corrected tickets from a subcontractor for topsoil. The subcontractor corrected the tickets because they realized they did not charge the correct rate.

It is recommended that the project be accepted in the corrected amount of \$94,243.69

Original contract amount for the base bid amount of \$44,207.00 plus \$6,293.00 in contingency for unforeseen conditions (if needed) for a total of 50,500.00, funding is from CIP Line Item PK-11-001; Alternate 1 amount of \$48,345.00 plus \$7,155.00 in contingency for unforeseen conditions (if needed) for a total of 55,500.00, funding is from CIP Line Item OT-07-003; for total award amount of \$106,000.00.

Thursday, August 20, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Driveway Easement and Agreement by and between the City of Kenosha, Wisconsin and Dale L. Pfaff for the benefit of property located at 3919 55th Avenue. (Pfaff) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson Johnson, District 16, has been notified. This item will also be reviewed by the Parks Commission and final review by the Common Council.

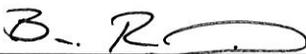
**LOCATION AND ANALYSIS:**

**Site:** 3919 55th Avenue / Jamestown Park  
**Zoned:** RS-1 Single-Family Residential District

1. The Easement has been requested by the property owner of 3919 55th Avenue to maintain an existing driveway that encroaches on land owned by the City of Kenosha, known as Jamestown Park.
2. The Easement will require the property owner of 3919 55th Avenue to maintain the driveway at all times, including repair and snow and ice removal.

**RECOMMENDATION:**

A recommendation is made to approve the Easement and Agreement.



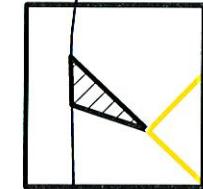
Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

# General Location Map City/Pfaff Driveway Easement

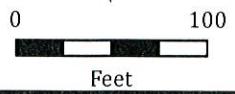
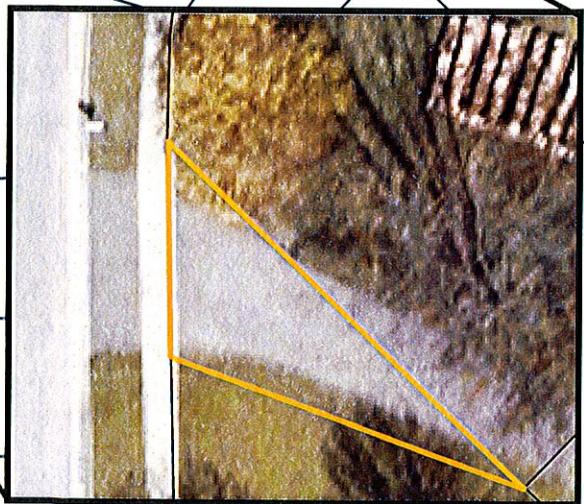
Easement to benefit  
this property.



ADAMS RD

54TH AVE

55TH AVE



DRIVEWAY EASEMENT & AGREEMENT  
BETWEEN THE CITY OF KENOSHA  
AND DALE L. PFAFF

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

Part of 08-222-26-327-020  
Parcel Identification Number

DRIVEWAY EASEMENT & AGREEMENT

Between

THE CITY OF KENOSHA  
A Municipal Corporation

And

DALE L. PFAFF  
An Individual

This Driveway Easement & Agreement (“Easement & Agreement”) effective as of the last date of execution is entered into between the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (“Grantor”) and Dale L. Pfaff, an individual residing at 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin 53144 (“Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of real estate identified as Tax Parcel No. 08-222-26-327-020 located in the Southwest 1/4 of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian situated in the City of Kenosha, County of Kenosha, State of Wisconsin, generally known as Jamestown Park, (“Real Estate”); and

WHEREAS, Grantee is the owner of real estate commonly known as 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin 53144 identified as part of Tax Parcel Nos. 08-222-26-327-030 and 08-222-26-327-035 and more particularly described on attached Exhibit A; and

WHEREAS, Grantor and Grantee acknowledge that a driveway currently exists on a portion of the Grantor's Real Estate; and

WHEREAS, Grantor is willing to create an easement over a portion of the Grantor's Real Estate to enable the Grantee to use the driveway under the terms of this Easement & Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Driveway Easement. Grantor hereby grants to Grantee a non-exclusive easement across and through that certain portion of the Grantor's Real Estate legally described and shown on attached Exhibit B (“the Easement Area”) for use of that portion of the Easement Area depicted on Exhibit B as the Asphalt Drive

as a driveway for vehicular and pedestrian ingress and egress to 55<sup>th</sup> Avenue from the Grantee's real estate located at 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin more particularly described on attached Exhibit A. Grantor reserves the right to use the Easement Area in any manner that will not prevent or interfere with the exercise by the Grantee of the easement rights granted by this Easement & Agreement.

2. Permitted Users. The easement granted in Paragraph 1 is for the benefit and use of the Grantee as the fee simple owner of 3919 55<sup>th</sup> Avenue, the Grantee's invitee's, the Grantor, and the Grantor's officers, employees, agents, contractors and subcontractors.
3. Maintenance, Repair, Replacement. Grantee, at Grantee's expense, shall at all times be responsible for the care, maintenance and repair of the Asphalt Drive and the Easement Area. Grantee, at Grantee's expense, shall at all times, keep the Easement Area in good condition and repair free from obstructions and debris and shall at all times be responsible for snow and ice removal. No structures, fences, gates, landscape or other improvements to the Easement Area, including but not limited to the width and surface material of the Asphalt Drive, shall be made by the Grantee without the prior written consent of the Grantor. Any structures, fences, gates, landscaping or other improvements to the Easement Area requested by the Grantee and consented to by the Grantor shall be made at the Grantee's sole cost and expense.
4. Indemnification. Grantee shall indemnify, defend and hold harmless the Grantor, its officers, employees, agents, contractors and subcontractors from and against costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the exercise of any easement rights hereunder by the Grantee or the Grantee's agents, contractors, subcontractors, invitees, tenants, or employees.
5. Insurance. Grantee shall maintain in effect at all times during the term of this Easement & Agreement a policy of general liability insurance naming the Grantor as insured, to insure against injury to property, person, or loss of life arising out of the Grantee's use, occupancy, or maintenance of the Easement Area, with limits of coverage that are at levels customarily maintained in Kenosha County, Wisconsin, and shall provide the Grantor with a copy of the insurance policy endorsement or wording showing that the Grantor has been added as additional insured. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the Grantee under this Easement & Agreement. Insurance required under this Easement & Agreement shall be written by companies duly

qualified to do business in the State of Wisconsin. Grantee shall use diligent efforts to obtain the agreement of Grantee's insurer that no such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to the Grantee. At least thirty (30) days before the expiration of the Grantee's policies, the Grantee shall furnish the Grantor with renewals or "binders" of the policies, or the Grantor may order such insurance and charge the cost to the Grantee. The Grantee shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Grantee. The Grantor may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal insurance practice.

6. Equal Rights of Use. Grantor and Grantee as the fee simple owner of 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights.
7. Successors and Assigns. All of the terms and conditions in this Easement & Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee as the fee simple owner of the real estate described on attached Exhibit A, and their respective successors and assigns. The Grantee and each of the Grantee's respective successors and assigns as fee simple owners to the real estate described on attached Exhibit A, shall cease to have further liability under this Easement & Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in such real estate, except, however, for obligations that accrued during the party's period of ownership of title.
8. Notices. Any notice required to be given in this Easement & Agreement by the Grantor or Grantee is to be by certified mail with return receipt or by personal service addressed to the Grantor and Grantee as the case may be as set forth below. Either party may designate a different address by delivering, sending, or serving written notice of such change of address upon the other party. Notices shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

To the Grantor:

Dale L. Pfaff  
[or current fee simple owner]  
3919 55<sup>th</sup> Avenue  
Kenosha, Wisconsin 53144

To the Grantee: City Clerk/Treasurer  
Municipal Building, Room 105  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

With copies to: Director of Public Works  
Municipal Building, Room 305  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

Office of the City Attorney  
Municipal Building, Room 201  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

9. Non Use or Limited Use. Non use or limited use of the easement rights granted in this Easement & Agreement shall not prevent later use of the driveway easement to the fullest extent authorized in this Easement & Agreement and re-recording of this Easement & Agreement as a result thereof shall not be required.
10. Governing Law. This Easement & Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. Severability. Any covenant, condition or provision of this Easement & Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Easement & Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Easement & Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Easement & Agreement are declared to be severable.
12. Entire Agreement. This Easement & Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.
13. Waivers. No delay or omission by either party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement & Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement & Agreement.

14. Enforcement. Enforcement of this Easement & Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement & Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement & Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
15. Amendment. This Easement & Agreement may be amended or terminated by a written recorded instrument signed by the Grantor and Grantee.

*Signature Pages Follow*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

GRANTOR:

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: \_\_\_\_\_



*Plat of Survey for Driveway Easement*

*BETWEEN TAX KEY NO: 08-222-26-327-020*

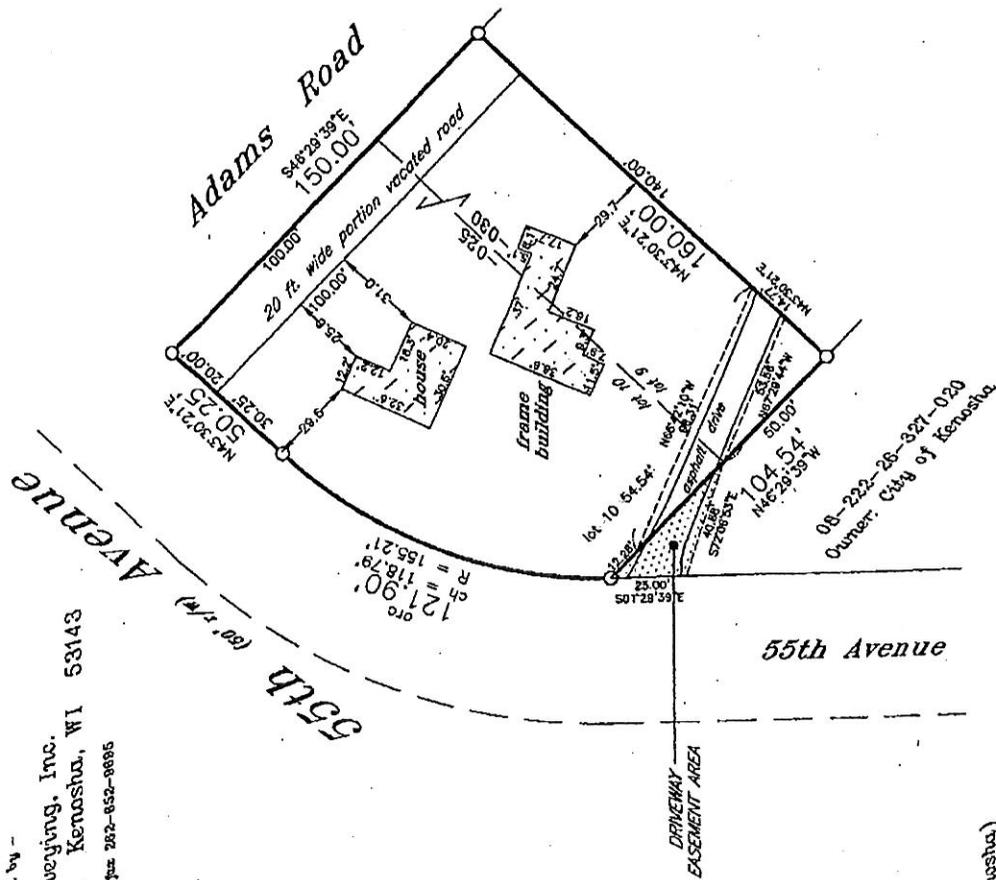
*& LOT 10 AND PART LOT 9  
DOWSE COMPANY'S LITTLE RANCHES*

*in SW1/4 Section 26-2-22*

*CITY OF KENOSHA  
KENOSHA COUNTY, WIS.*

*-for-  
City of Kenosha  
and  
Dale & Shirley Ann Pfaff*

*- prepared by -  
J.K.R. Surveying, Inc.  
8121 22nd Avenue Kenosha, WI 53143  
Ph 262-652-8110 fax 262-652-8885*



GRAPHIC SCALE



( IN FEET )

1 inch = 50 ft.

tax key nos: 08-222-26-327-025, 030  
(Dowse Company's Little Ranches)

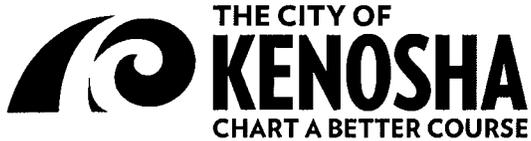
tax key no: 08-222-26-327-020 (City of Kenosha)

**EXHIBIT A**

LEGAL DESCRIPTION FOR PROPOSED DRIVEWAY EASEMENT: Part of Tax Key No: 08-222-26-327-020: Part of the Southwest Quarter of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian; being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Beginning at the northwesterly corner of Lot 10 in Dowse Company's Little Ranches, a subdivision plat of record; thence S46°29'39\"/>

## EXHIBIT B

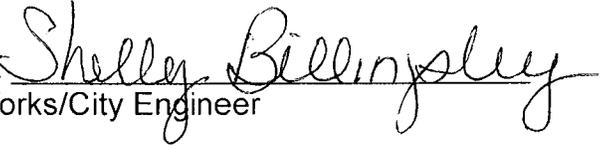
Part of Lots 8 & 9 in Dowse Company's Little Ranches, a subdivision plat of record; including a 20 foot wide vacated portion of road formerly known as Grant Road; now known as Adams Road; lying and being in part of the Southwest Quarter of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian; being in the City of Kenosha, County of Kenosha and State of Wisconsin; being more particularly described as: Commencing at the southeasterly corner of said Lot 9; which is also the northeasterly corner of said Lot 8; thence N 43 degrees 30' 21" E 20.00 feet to the southerly line of Adams Road and the point of beginning; thence S 46 degrees 29' 39" E along said southerly line 30.00 feet; thence S 43 degrees 30' 21" W 160.00 feet; thence N 46 degrees 29' 39" W 80.00 feet; thence N 43 degrees 30' 21" E 160.00 feet to the southerly line of aforesaid Adams Road; thence S 46 degrees 29' 39" E along said southerly line 50.00 feet to the point of beginning; containing 12,800 square feet, more or less.



SHELLY BILLINGSLEY, MBA, PE  
Acting Director of Public Works  
City Engineer

August 28, 2015

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

From: Shelly Billingsley, MBA, PE   
Acting Director of Public Works/City Engineer

Cc: Alderman Keith Rosenberg  
District 9

Subject: Change Order (Contract Deadline Only) for Project 15-1423 Anderson Park Paths

**BACKGROUND INFORMATION**

Due to previously scheduled athletic tournaments in Anderson Park, the contractor asked staff for a one week extension to finish the project.

**RECOMMENDATION**

Approve the change order extending the project deadline.

**THE CITY OF KENOSHA**

**CHANGE ORDER**

Project Name: Anderson Park Paths  
Project Number: 15-1423  
C.I.P. Line Item: PK-11-001  
Purchase Order #: Not issued yet  
Contractor: Genesis Excavators, Inc.  
Park Commission Action: **8/31/15**  
Public Works Committee Action: **9/7/15**  
Finance Committee: **N/A**  
Date of Common Council Action: **9/7/15**

City and contractor agree that the above contract is amended to specify that contract completion deadline will be extended seven days. The project will be completed no later than **September 18, 2015**.

This change order is approved by:

**CONTRACTOR**

  
\_\_\_\_\_

**CITY OF KENOSHA, MAYOR**

\_\_\_\_\_

**DATE**

8/28/15  
\_\_\_\_\_

**DATE**

\_\_\_\_\_

August 28, 2015

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

# Informational #1

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 has begun. Shelter is anticipated to be delivered in September. (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 #13-1413 - Petzke Park Phase II** [SAA Design Group] Construction began in April and is on schedule to be complete by the end of September. Interior fixtures will begin to be installed the end of August, and final trades (electrical, plumbing and carpentry) work to be completed by the middle of September. (weather dependent). (1)
- Project #13-1414 - Washington Park Velodrome** [SAA Design Group] – Construction began in May and substantial completion is anticipated to be complete by mid-September, weather dependent. The first pour was successfully completed on August 27<sup>th</sup> along the north straight away segment. Pours will continue throughout the next several weeks with some grading work to be complete as well. (6)
- Project #14-1120 – Eichelman Beach – Nutrient Improvements** – Construction has been complete and close out documents have been sent out. (2)
- Project #14-1141 – Southport Park Shoreline Repair Phase 1** – [Redbarn Design and Engineering] Revetment wall has been completed. Restoration and punch-list items remain. (12)
- Project #14-1417 – Tree Removal** – Contract nearing completion. Possible Phase 2 litigation is being discussed with Legal. (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. Plans for grading the playground area are being designed. (2)
- Project #14-1426 Petzke Park – Dream Playground** [SAA Design Group] – Contractor is performing final grading, pouring entrance concrete, building concrete entrance walls, perimeter curb and sidewalk prior to the Community Build on September 7<sup>th</sup>. Installation of the brick pavers and poured in place rubber surfacing will begin September 14<sup>th</sup>. (1)
- Project #14-1428 – Washington Park Trail Improvements** - Construction has been complete and close out documents have been sent out. (6)
- Project #15-1417 – Tree Removal** – Project has been awarded by Committee; however the contractor is refusing to sign and negotiate contract due to the requirement of the number of trees to be removed per week or month. Staff is working with Legal. (City Wide)
- Project #15-1419 – Park Division West Garage Roof Replacement** – Work is anticipated to begin in September. (12)
- Project #15-1423 – Anderson Park Paths** – Project is anticipated to begin the end of August due to soccer tournaments. (9)

**Design Work-** Misc. Park projects and finishing 2012, 2013, 2014 and 2015 CORP projects.