

**Agenda**  
**Board of Parks Commission Meeting**  
**625-52nd St, Room 204**  
**Monday, September 26, 2016**  
**5pm**

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

Call to Order  
Roll Call  
Citizens Comments

Approval of the Minutes of the Meeting Held on September 12, 2016.

1. Request from Michelle & Krystle Chapman for a Wedding at the Southport Beach House on Saturday, September 16, 2017 to:
  - a. Extend the Closing Hours to Midnight (12:00am)
  - b. Extend the Beer/Wine and Music Permit to 11:00pm (*District 12*)
2. Acceptance of Project 16-1427 Nash Park Ball Stop (6022 60<sup>th</sup> Street, which has been satisfactorily completed) by Bane-Nelson, Inc. (*Kenosha, Wisconsin*). The final amount of the contract is \$9,600. (*District 11*) (*Also Referred to Public Works*)
3. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin with Rasch Construction and Engineering Inc. (*Also referred to Public Works and Finance*)

**CLOSED SESSION: The Board of Parks Commission may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Board of Parks Commission may or may not reconvene into open session.**

## COMMISSIONERS' COMMENTS

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

**BOARD OF PARK COMMISSIONERS**  
**Minutes of Meeting held Monday, September 12, 2016**

A meeting of the Board of Park Commissioners was held on Monday, September 12, 2016 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman Haugaard.

At roll call, the following members were present: Commissioners Rose, LaMacchia and Rosenberg. Commissioner Michalski arrived during item #2. Staff members in attendance were: Cathy Austin, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Eric Larsen; Deputy Fire Chief John Poltrock; Theonita Cox, Assistant Division Chief Fire Prevention Bureau and Alderperson Kevin Mathewson

One citizen spoke during Citizens Comments: Bob Riddle.

It was moved by Alderperson Rose, seconded by Alderperson LaMacchia, to approve the minutes from the meeting held on Monday, August 29, 2016. Motion carried unanimously.

1. Request from St. Joseph Catholic Academy to use Pennoyer Park to host their Annual Homecoming Bonfire on Saturday, September 17, 2016 from 7pm – 10pm. *(District 1)*  
Public Hearing: Stephanie Connolly was present. Theonita Cox spoke.  
It was moved by Commissioner Rose, seconded by Commissioner LaMacchia to approve.  
Motion carried unanimously.
2. Renewal request from Stephen Lee *(D-Leecious)* for permission to operate a peddler stand business at Simmons Island Park 7 days week *(October 1, 2016 – September 30, 2017)* from 9am-8pm. *(District 2)*  
Public Hearing: Theonita Cox spoke.  
Staff: Jeff Warnock spoke.  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve.  
Motion carried unanimously.
3. Request from the Southport Park Association *(SPA)* for use of the Southport Beach House on Friday, October 7, 2016 for the:
  - a. National Registry Plaque Dedication Event
  - b. Use of Amplified Music
  - c. Selling Fermented Malt Beverages
  - d. Selling of Food*(District 12) (Deferred from the meeting on 8/29/16)*  
Public Hearing: Susan Andrea-Schlenker and Theonita Cox spoke.  
It was moved by Commissioner Rose, seconded by Commissioner Rosenberg to approve.  
Motion carried unanimously.
4. Request from Brian Falcone *(Kenosha Running Club)* to close Kennedy Park Drive at 6:30pm on Wednesday, September 21, 2016 for the Harvest Moon Run. *(District 1)*  
Public Hearing: None  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve.  
Motion carried unanimously.

COMMISSIONERS' COMMENTS: None

ADJOURNMENT - There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:20 pm.



September 22, 2016

TO: Eric Haugaard, Chairperson  
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from Michelle & Krystle Chapman for a Wedding at the Southport Beach House on Saturday, September 16, 2017 to:  
a. Extend the Closing Hours to Midnight (12:00am)  
b. Extend the Beer/Wine and Music Permit to 11:00pm (*District 12*)

**BACKGROUND/ANALYSIS**

Staff received a request from Michelle & Krystle Chapman to extend the closing hours, beer/wine and music permit at the Southport Beach House on Saturday, September 16, 2017 for a Wedding.

**RECOMMENDATION**

Staff recommends approval.

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>800.00</u>	Beer/Wine: <u>25.00</u>	Deposit: <u>300.00</u>	Total Due: <u>\$1,125.00</u>
Receipt #: <u>173675</u>	By: <u>EB</u>	Zimbra: _____	Park Calendar: _____
Access Database: _____	Date Paid & Permit Issued: <u>9-8-16</u>		

**INSTRUCTIONS:**

- Please Print (blue or black ink)

Permittee Name: Michelle Chapman and Krystle Chapman  
Person authorized to sign this agreement on behalf of the organization.

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

Address: 2320 76<sup>th</sup> St City: Kenosha State: WI Zip: 53143  
Daytime Phone: 224-440 2869 Alternate Phone: 847-331-9346

FACILITY REQUESTED: Southport Beachhouse

Event Date: Fri, Sept. 15 + Sat., Sept. 16, 2017

Nature of Event: Wedding  
(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: Fri 3:00pm to 8:00pm and Sat 1:00pm to 12:00am  
(INCLUDES SETUP AND TAKE DOWN)

PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM

*ext. on music & beer/wine also*

Beer/Wine Permit (For Consumption Only – No Selling; MUST BE 21 OR OLDER) Y (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? Y (Yes or No)  
Allowed only at Alford, Washington picnic shelters and Southport Beach House and Oribiletti Center.

Do you plan to have a Band? N (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? Y (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.

CITY OF KENOSHA  
GENERAL RECEIPT

RECEIPT NO.: 173675  
RECEIPT DATE: 09/08/16  
RECEIPT NAME: CHAPMAN, MICHELLE  
ADDRESS: 2320 76TH ST

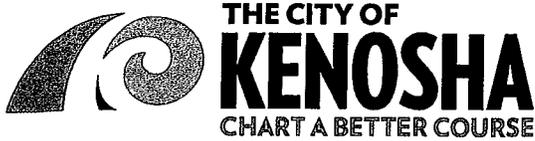
KENOSHA, WI 53143

FRI., 9/15/17 3-8PM - SAT., 9/16/17 1PM-12AM  
130PPL

DESCRIPTION	AMOUNT
DEPOSIT	
110-00-21905-000-000	300.00
SOUTHPORT - RESIDENT	
110-00-46580-000-000	800.00
BEER/WINE PERMIT	
110-00-46532-000-000	25.00
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DUE:	1,125.00
CASH:	725.00
CHECK:	400.00
CHANGE:	

CHECK NO: 167  
RECEIVED BY: PWCOUNT3

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PUBLIC WORKS  
PARKS

September 19, 2016

Michelle & Krystle Chapman  
2320 76<sup>th</sup> St  
Kenosha, WI 53143

RE: The extension of hours, beer/wine & music permit at the Southport Park Beach for a Wedding on Saturday, September 16, 2017.

Dear Miss Krystle Chapman:

Your request for an extension of hours, beer/wine & music permit at the Southport Park Beach for a Wedding on Saturday, September 16, 2017 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

**Monday, September 26, 2016**  
**5:00 p.m.**  
**Room 204**  
**Kenosha Municipal Building, 625-52nd Street**

You and/or your representative are required to appear.

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

Sincerely,

Diane S. Miles  
Secretary of the Parks Commission

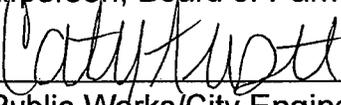
cc: Board of Parks Commission  
Shelly Billingsley, Director of Public Works – w/a  
Jeff Warnock, Superintendent of Parks – w/a



CATHY AUSTIN, PE  
Deputy Director of Public Works/City Engineer

September 21, 2016

To: David F. Bogdala, Chairperson, Public Works Committee  
Eric Haugaard, Chairperson, Board of Park Commissioners

From: Cathy Austin, PE   
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 16-1427 Nash Park Ball Stop

Location: 6022 60<sup>th</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by Bane-Nelson, Inc., Kenosha, Wisconsin. This project consisted of erosion control, construction of auger cast footings, erection and bolt up of existing tower, and site restoration.

It is recommended that the project be accepted in the final amount of \$9,600.00. Original contract amount was \$9,600.00 plus \$400.00 for contingency for a total of \$10,000.00. Funding was from CIP Line Item PK-03-001.

CMA/kjb

SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS

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This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between The City of Kenosha (“Kenosha”) and Rasch Construction and Engineering, Inc., (“Rasch”). Kenosha and Rasch may individually be referred to herein as a “Party” or collectively the “Parties.”

**WHEREAS**, Kenosha and Rasch entered into a written contract (the “Contract”), for the construction and resurfacing of the Washington Velodrome located in Washington Park, Kenosha, WI (the “Project”);

**WHEREAS**, a dispute arose between the Parties regarding the sufficiency of the work performed by Rasch on the Project (the “Claim”);

**WHEREAS**, the Parties reached an agreement to fully and finally settle all claims and disputes either Party may have against one another regarding the Contract, the Project and the Claim in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Recitals. The recitals set forth above are fully incorporated into the terms of this Agreement as if set forth herein.

2. Common Council Approval. This Agreement is conditioned on the City of Kenosha Common Council review and approval. The Parties shall retain all claims absent such approval.

3. Party Undertakings.

a. Rasch. Rasch shall, for the total sum of Twenty-five Thousand Dollars and 00/100 (\$25,000.00):

(1) remove and reconstruct panels 90 through 104 of the Project as identified in Exhibit 1, attached hereto and incorporated herein. The reconstruction shall comply with the plans and specifications of the Contract;

(2) prior to installation of panels 90 through 104, Rasch shall test the dense graded base course to ensure proper compaction tested by a certified soil testing firm that is approved by the City. If the compaction testing indicates the compaction to be unsatisfactory, Rasch shall take appropriate action to compact the materials to a satisfactory compaction confirmed by further testing;

(3) conduct comprehensive investigation of panels 11 through 13 (Exhibit 1) to determine whether voids exist beneath the panels which could compromise their integrity and

function. If voids are discovered, take necessary action to ensure the integrity of the panels. The investigation shall be documented by written findings submitted to the City; and

(4) weather permitting, complete the undertakings set forth herein no later than November 15, 2016. In the event the reconstruction cannot be completed by November 15, 2016, due to weather related delays, the unfinished work shall be completed no later than April 20, 2017.

b. City.

(1) City shall pay to Rasch the withheld contract retention proceeds, Six Thousand Dollars and 00/100 (\$6,000.00) within ten (10) days after last execution of this Agreement.

(2) City shall pay the sum of Twenty-five Thousand Dollars and 00/100 (\$25,000.00) to Rasch (the "Settlement Payment"). The Settlement Payment is inclusive of all costs, fees and disbursements. Payment shall be due within ten (10) days after Reconstruction acceptance.

4. Warranty. Rasch will repair or replace any Work described in 3.a. (Rasch Undertakings), which is defective at no cost to City for a period of one (1) calendar year after the date of acceptance of work by the City Common Council.

5. Mutual Release. Except as otherwise provided for herein, for the consideration of the satisfactory completion of the Rasch Undertakings (3.a. herein), Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby releases, acquits and forever discharges Rasch as well as its respective subcontractors, material suppliers, laborers, principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns ("Released Parties") from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Kenosha may have against Rasch and/or the Released Parties in relation to or regarding the Contract, the Project and/or the Claim.

Rasch, as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby release, acquit and forever discharge Kenosha as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which it may have against Kenosha in relation to or regarding the Contract, the Project and/or the Claim. Rasch shall indemnify, defend and hold harmless Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from and against any and all claims, damages, losses, judgments, expenses and attorney's fees which they may incur, pay or sustain as a result of a claim by a Released Party relating to or arising from the Contract, the Project and/or the Claim.

This is intended to be a full and final release of all claims between the Parties.

6. Agreement Closeout Obligation/Acceptance. Rasch will complete and return the Agreement closing documents attached hereto as Attachment 2. Upon receipt, City will process the closeout documents as soon as practical to promote acceptance of the undertakings described herein.

7. Release/Assumption of Obligations. Except for the Undertakings identified in Paragraph 3 and Agreement closeout obligation identified in paragraph 6, the Contract shall be terminated effective as of the date of this Agreement and Rasch and its subcontractors and suppliers shall be released from all obligations relating to the Contract and/or the Project including, but not limited to, all obligations to perform the work, all warranties, whether express or implied, all obligations to obtain and/or maintain its performance and payment bond for the Project and all obligations to obtain and/or maintain insurance for the Project.

8. Denial of Liability. It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment made and actions taken by the Parties pursuant to this Agreement are not to be construed as an admission of liability on the part of the Parties. The Parties intend merely to avoid litigation and resolve their disputes pursuant to this Agreement. The City shall be released from all obligations relating to the Contract and/or Project including, but not limited to, monetary payment for services rendered. The Contract balance shall be deemed paid in full.

9. Right to Consult an Attorney. Each Party has had sufficient time to review this Agreement with their respective counsel prior to executing the same. Each Party acknowledges that they read this Agreement, that they understand the Agreement's meaning and intent and executed this Agreement of their own free will and volition.

10. Attorney Fees. The Parties shall be solely responsible for their own legal fees and costs incurred with respect to entering into this Agreement, with no contribution required from another Party. However, in the event any Party breaches this Agreement or fails to fulfill their obligations hereunder, the non-breaching Party may enforce this Agreement and shall be entitled to recovery of reasonable attorney's fees and costs incurred to enforce this Agreement.

11. Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

12. Authentication. By executing this Agreement, City acknowledges that this Agreement was reviewed and approved by a duly authorized, public meeting of the City of Kenosha Common Council wherein a quorum of council members were present and a majority of such quorum voted in favor of the passage of a motion approving this Agreement. Such approval as recited herein shall presumptively establish that the action of the Council shall be binding upon the City.

13. Construction. The Parties understand and agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

14. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements, negotiations, representations, promises, or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties acknowledge that no representation, promise or inducement has been made other than as set forth in this Agreement, and that each Party enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Each Party, by signature below, represents and warrants that the signatory has authority to sign and bind the respective Party to this Agreement.

**CITY OF KENOSHA**

**RASCH CONSTRUCTION AND  
ENGINEERING, INC.**

By: \_\_\_\_\_  
John M. Antaramian, Mayor

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

Dated: \_\_\_\_\_