

**** SPECIAL MEETING ****
Please Note Change in Date, Time and Room

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 202
Monday, December 7, 2015 - 6:45 pm

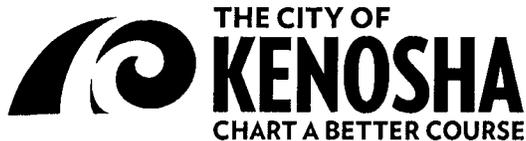
Chairman: Scott N. Gordon **Vice Chairman: Keith W. Rosenberg**
Commissioner: Kurt Wicklund **Commissioner: Rocco J. LaMacchia, Sr.**
Commissioner: Jack Rose

Call to Order
Roll Call

1. Third Amendment to Lease between the City of Kenosha (Wisconsin), Board of Park Commissioners, Baseball Like It Oughta Be, LLC and Northwoods League, Inc. *(Also referred to Finance)*
2. Resolution By Finance Committee - To Amend the City of Kenosha Capital Improvement Program for 2015 by Creating Line PK15-003 "Simmons Stadium" in the Amount of \$65,000 With Outside Funding from the Simmons Stadium Cell Tower Revenue of \$65,000 for a Net Change of \$0. *(Also referred to Finance)*
3. Resolution By Alderperson Bob Johnson - Resolution Urging the Mayor to Evaluate the Feasibility of Creating a Temporary Exhibit Presented Every Five Years and Facilitated By and Between the Kenosha Public Museum and the Kenosha History Center for the Purpose of Paying Homage to our City's Rich Automotive History. *(Deferred from the special meeting on 11/2/15)*

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 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.



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

December 4, 2015

To: Scott N. Gordon, Chairman,
Board of Parks Commission

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



Subject: Third Amendment to Lease between the City of Kenosha (Wisconsin), Board of
Park Commissioners, Baseball Like It Oughta Be, LLC and Northwoods League,
Inc. (*Also referred to Finance*)

BACKGROUND/ANALYSIS

Staff received this request from the Legal Department for a Third Amendment to Lease between the City of Kenosha (Wisconsin), Board of Park Commissioners, Baseball Like It Oughta Be, LLC and Northwoods League, Inc.

RECOMMENDATION

Staff has no recommendation.

SB/dm

THIRD AMENDMENT TO

LEASE

Between

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

**BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA, WISCONSIN,
A Municipal Park Commission**

And

**BASEBALL LIKE IT OUGHTA BE, LLC,
A Wisconsin Limited Liability Company**

**NORTHWOODS LEAGUE, INC.
A Florida Corporation**

This Third Amendment to Lease (“THIRD AMENDMENT”) is made and entered into between the CITY OF KENOSHA, WISCONSIN, the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN hereafter referred to collectively as “CITY” and BASEBALL LIKE IT OUGHTA BE, LLC and NORTHWOODS LEAGUE, INC., hereinafter referred to collectively as “LESSEE”. This THIRD AMENDMENT shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution.

W I T N E S S E T H:

WHEREAS, the CITY and LESSEE entered into a Lease for the use of Simmons Athletic Field, hereafter referred to as the “PREMISES”, with the date of last execution of the Lease being January 25, 2013; and

WHEREAS, the CITY and LESSEE entered into a FIRST AMENDMENT to the Lease for the use of Simmons Athletic Field with the date of last execution of the FIRST AMENDMENT being June 25, 2013; and

WHEREAS, the CITY and LESSEE entered into a SECOND AMENDMENT to the Lease for the use of Simmons Athletic Field with the date of last execution of the SECOND AMENDMENT being June 13, 2014; and

WHEREAS, pursuant to Article 4.5 of the Lease, the CITY, at the CITY’S expense, was to complete a maximum of \$750,000 of IMPROVEMENTS to the PREMISES by May 1, 2014, which IMPROVEMENTS were timely completed; and

WHEREAS, pursuant to Article 4.2 of the Lease, the LESSEE, at the LESSEE'S expense, was to complete \$250,000 of IMPROVEMENTS to the PREMISES by May, 1, 2014, an additional \$125,000 of IMPROVEMENTS by December 31, 2018, and an additional \$125,000 of IMPROVEMENTS by the end of the initial TERM of the Lease, December 31, 2024; and

WHEREAS, as of the effective date of this THIRD AMENDMENT, the LESSEE, at the LESSEE'S expense, has completed more than \$686,000 of IMPROVEMENTS to the PREMISES, \$187,000 more than the LESSEE'S obligation for the entire initial TERM of the Lease.

NOW THEREFORE, in consideration of the IMPROVEMENTS made by the LESSEE to the PREMISES within the first three years of the initial TERM of the Lease substantially in excess of the LESSEE'S obligations for the entire initial TERM of the Lease, and in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, the CITY and the LESSEE agree as follows:

1. The foregoing recitals are incorporated into this THIRD AMENDMENT as if fully set forth in this Paragraph.
2. The CITY, at the CITY'S expense, shall complete the following IMPROVEMENT to the PREMISES which shall be added to the CITY IMPROVEMENTS listed on Exhibit C to the Lease:
 - a. Infield Reconstruction, Sidelines and Warning Track Improvements.
3. The cost of the IMPROVEMENT set forth in Paragraph 2 shall not exceed \$65,000.
4. The IMPROVEMENT set forth in Paragraph 2 shall commence as soon as practicable in Spring 2016.
5. Capitalized terms used in this THIRD AMENDMENT, and not otherwise defined shall have the meanings given to such terms in the Lease.
6. The parties acknowledge and agree that the permanent improvements to the PREMISES which are the subject of this THIRD AMENDMENT are a lasting benefit to historic Simmons Field to be shared and enjoyed by all of the residents of the City of Kenosha for many years to come.
7. This THIRD AMENDMENT shall be construed under the laws of the State of Wisconsin.
8. This THIRD AMENDMENT may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
9. Except as otherwise provided in this THIRD AMENDMENT, all other terms and conditions of the Lease, the FIRST AMENDMENT, and the SECOND AMENDMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this **THIRD** AMENDMENT on the dates below given.

**THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA
a Municipal Park Commission**

BY: _____
SCOTT N. GORDON
Chairperson

Date: _____

BY: _____
SHELLY BILLINGSLEY
Interim Director of Public Works

Date: _____

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

Personally came before me this ____ day of _____, 2015, SCOTT N. GORDON, Chairperson of the Board of Park Commissioners of the City of Kenosha and SHELLY BILLINGSLEY, Interim Director of Public Works of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Chairperson and Interim Director of Public Works, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

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

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

BY: _____
KEITH G. BOSMAN, Mayor,
Date: _____

BY: _____
DEBRA 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 Wisconsin 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.

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

NORTHWOODS LEAGUE, INC.
a Florida Corporation

BY: _____
RICHARD R. RADATZ, JR., President

Date: _____

STATE OF MINNESOTA)
:SS.
OLMSTED COUNTY)

Personally came before me this ____ day of _____, 2015, RICHARD R. RADATZ, JR., President, of the NORTHWOODS LEAGUE, INC. to me known to be such President and acknowledged that he executed the foregoing instrument as such officer as the Agreement of said corporation, by its authority.

Notary Public, Olmsted County, MN
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



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

December 4, 2015

To: Scott N. Gordon, Chairman,
Board of Parks Commission

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

Subject: Resolution By Finance Committee - To Amend the City of Kenosha Capital Improvement Program for 2015 by Creating Line PK15-003 "Simmons Stadium" in the Amount of \$65,000 With Outside Funding from the Simmons Stadium Cell Tower Revenue of \$65,000 for a Net Change of \$0. *(Also referred to Finance)*

BACKGROUND/ANALYSIS

Staff received this request from the Finance Department for a Resolution - To Amend the City of Kenosha Capital Improvement Program for 2015 by Creating Line PK15-003 "Simmons Stadium" in the Amount of \$65,000 With Outside Funding from the Simmons Stadium Cell Tower Revenue of \$65,000 for a Net Change of \$0.

RECOMMENDATION

Staff has no recommendation.

SB/dm

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2015
By Creating Line PK15-003 "Simmons Stadium" in the Amount of \$65,000 With Outside
Funding from the Simmons Stadium Cell Tower Revenue of \$65,000 for a Net Change of \$0

WHEREAS, it has been determined that the Simmons Stadium infield needs to be
rebuilt at a cost of \$65,000 per a proposal received; and,

WHEREAS, Baseball As It Oughta Be, LLC, has made project improvements ahead
of the timetable in the current contract with the City of Kenosha; and,

WHEREAS, there are sufficient Simmons Stadium cell tower revenues to complete
the infield rebuild during 2015-2016; and,

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on December 7, 2015 and the Finance Committee on
December 7, 2015;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of
Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as
follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK15-003	Simmons Stadium (2015)	-0-	65,000	65,000
PK15-003	Outside Funding (2015)	-0-	(65,000)	(65,000)

Adopted this _____ day of _____ 2015

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

RES15/cipPK15.003.12.1.15)



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

December 4, 2015

To: Scott N. Gordon, Chairman,
Board of Parks Commission

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

Subject: Resolution By Alderperson Bob Johnson - Resolution Urging the Mayor to Evaluate the Feasibility of Creating a Temporary Exhibit Presented Every Five Years and Facilitated By and Between the Kenosha Public Museum and the Kenosha History Center for the Purpose of Paying Homage to our City's Rich Automotive History. *(Deferred from the special meeting on 11/2/15)*

BACKGROUND/ANALYSIS

Staff received this request from the Legal Department for a Resolution by Alderperson Bob Johnson - Urging the Mayor to Evaluate the Feasibility of Creating a Temporary Exhibit Presented Every Five Years and Facilitated By and Between the Kenosha Public Museum and the Kenosha History Center for the Purpose of Paying Homage to our City's Rich Automotive History.

RECOMMENDATION

Staff has no recommendation.

SB/dm

RESOLUTION _____

SPONSOR: ALDERPERSON BOB JOHNSON

RESOLUTION URGING THE MAYOR TO EVALUATE THE FEASIBILITY OF CREATING A TEMPORARY EXHIBIT PRESENTED EVERY FIVE YEARS AND FACILITATED BY AND BETWEEN THE KENOSHA PUBLIC MUSEUM AND THE KENOSHA HISTORY CENTER FOR THE PURPOSE OF PAYING HOMAGE TO OUR CITY'S RICH AUTOMOTIVE HISTORY

WHEREAS, since 1933, the mission of the Kenosha Public Museum is to enrich the cultural and community life of the Kenosha area, the greater region, museum visitors and patrons; and

WHEREAS, the mission of the Kenosha History Center is to collect, exhibit and educate people about Kenosha County history; and

WHEREAS, the City of Kenosha operates three public museums, the Kenosha Public Museum, Dinosaur Discovery Museum and The Civil War Museum; and

WHEREAS, the City of Kenosha has already invested approximately \$24 million to build the museums; including updates, exhibits and furniture; and

WHEREAS, the City of Kenosha requires an annual tax levy to support the museums, which over the last eight years has totaled more than \$13 million; and

WHEREAS, after investing almost \$40 million in total, the City of Kenosha should be working hard to find new and innovative ways to increase the value and attractiveness of the museums; and

WHEREAS, the City of Kenosha's rich automotive history began over 100 years ago, dating back to 1902, a full year ahead of Ford and at its height employed some 14,000 people; and

WHEREAS, many of the same families of grandparents, parents and grandchildren who worked in the automotive industry still reside in the City of Kenosha; and

WHEREAS, the last remaining structures of the former automotive manufacturing facilities in the City, which had offered a reminder to our rich automotive history, were recently demolished; and

WHEREAS, successful execution of an exhibit related to the City of Kenosha's rich automotive history could attract car collectors from the region as well as the nation; and

WHEREAS, the economic impact of the exhibit could be significant as collectors would largely come in from a distance for the weekend and require lodging, food and beverage; and

WHEREAS, since the exhibit would be generated from museum collections as well as lent/donated family items, the exhibit and event would be more meaningful for the community; and

WHEREAS, the exhibit should be staged in the summer and should involve collectors of automobiles made by either Nash Motors or American Motors Corporation; and

WHEREAS, Eichelman Park, Harbor Park and Simmons Island Park could all be places where the automobiles are displayed for a weekend during the run of the exhibit, and

WHEREAS, the City of Kenosha could partner with the State of Wisconsin Department of

Tourism and the Kenosha Area Convention and Visitors Bureau to publicize the event and draw people from outside of Kenosha, and

WHEREAS, the intent is to celebrate the City of Kenosha's rich automotive history every five years, however the first event could occur prior to five years with proper planning; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha that the Mayor is urged to evaluate the feasibility of creating a seasonal exhibit aimed at paying homage to our City's rich automotive heritage.

BE IT FURTHER RESOLVED that the Common Council hereby requests that the Mayor direct that a member of staff report to the Common Council as soon as reasonably possible regarding feasibility of creating a seasonal exhibit at the Kenosha Public Museum to pay homage to our City's rich automotive history.

Adopted this ____ day of _____, 2015.

ATTEST: _____
DEBRA SALAS, City Clerk/Treasurer

APPROVED: _____
KEITH G. BOSMAN, Mayor

Reviewed by:
Edward R. Antaramian
City Attorney