

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, December 10, 2012 - 5:00 pm

Chairman: Michael J. Orth **Vice Chairman: Anthony Kennedy**
Commissioner: Chris Schwartz **Commissioner: Rocco J. LaMacchia, Sr.**
Commissioner: Kevin E. Mathewson

Call to Order
Roll Call

A. APPROVAL OF MINUTES

A-1. Approval of the minutes of the meeting held on November 26, 2012.

C. REFERRED TO COMMISSION

C-1. Request from the Joovay Events to hold their Zumba Fitness Class Event on Sunday, June 2, 2013 at Pennoyer Park and the Bandshell. *(District 1)*

C-2. Approval of Lease between the City, Board of Park Commissioners and Baseball Like It Oughta Be, LLC and Northwoods League, Inc., for Simmons Athletic Field.

C-3. Park Fee Staff Report.

C-4. Approval of 2013 Park Fees.

C-5. Change Requests.

C-6. Reschedule of December 31, 2012 meeting.

INFORMATIONAL ITEMS:

1. Project Status Report

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW

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

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

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held Monday, November 26, 2012

A meeting of the Board of Parks Commissioners was held on Monday, November 26, 2012 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:01 pm by Vice Chairman Kennedy.

At roll call, the following members were present: Commissioners Schwartz and LaMacchia. Commissioner Orth and Commissioner Mathewson were excused. Staff members in attendance were Michael Lemens, Director of Public Works; Shelly Billingsley, Director of Engineering; Jeff Warnock, Superintendent of Parks; and Cathy Austin, Assistant City Engineer.

It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz, to approve the minutes from the meeting held on Monday, November 19, 2012. Motion carried unanimously.

- C-1. Approval of Task Orders for Professional Services by SAA Design Group, Inc., for the following:
- a. Task Order #10 for \$77,785 for Simmons Island Phase I (District 2)
 - b. Task Order #11 for \$21,145 for Poerio Park Trial (District 1 & 4)
- Staff/Aldersperson: Shelly Billingsley spoke.
It was moved by Commissioner Schwartz, seconded by Commissioner LaMacchia, to approve. Motion carried unanimously.

- C-2. Change Requests.
No action taken.

INFORMATIONAL ITEMS:

- 1. Project Status Report – Shelly Billingsley spoke.
- 2. Kiwanis Thank you Letter – Ron Bursek spoke.
- 3. 2013 Parks Master Contract – Shelly Billingsley spoke.
- 4. Southport Park Master Plan Update – Blake Theisen, SAA Group, presented findings from PIM #1 and PIM #2. Kevin Donough, from Engberg Anderson, spoke about the building concepts. Shelly Billingsley spoke.

SUPERINTENDENT COMMENTS: Jeff Warnock let the Committee know that he has a meeting with Tammy Conforti coming up. As well as the Golf Course is coming along with the Winter Activities for this year.

ADJOURNMENT - There being no further business to come before the Board of Parks Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:59 pm.



Engineering Division
Shelly Billingsley P.E.
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

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

December 4, 2012

TO: Alderperson Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: Joovay Events

A request has been received from Joovay Events for use of Pennoyer Park and the Bandshell for a Zumba Fitness Class on Sunday, June 2, 2013. The event is scheduled from 12 Noon – 6:00 pm, with set-up the previous day. This is a first time event in the City of Kenosha.

The request is also to set up a mud and washable body paint stations, this will need to be coordinated with the Park Division for location and clean up details. The 2013 Park Fees have not been established, however, the request is also for 100% sponsorship.

Recommendation: To approve the event with final details to be coordinated and approved by the Park Superintendent. To deny the request for 100% sponsorship.

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: Joovay Events

Contact Person who is responsible for event: Chelcee Daley
Address: 1954 First Street. #360. Highland Park, IL 60035
City/State/Zip

EVENT INFORMATION

Daytime/Cell#: 847-401-7941

E-mail: joovayevents@gmail.com

Is the Host Organization a 501(c)-3?: No, we are third party fund raisers for this event.

Name of the Event: Zumba Fitness Class

Date Requested: Sunday, June 2nd, 2013. Rain Date: Same

Location Requested: The Sesquicentennial Bandshell **Estimated Attendance:** Not to exceed capacity. Please provide stand capacity of lawn.

Charitable Event: Yes. We are requesting that rental fees be waived as a portion of ticket sales will be donated to a local cancer treatment facility.

Brief Description of Event: This will be a Zumba Fitness class for community members in honor of National Cancer Survivor's Day. Students will dance and celebrate the dawn of a new day in front of the bandshell while Licensed Zumba Instrutors lead a 2 hour class on stage! In true tradition, students may decide to cover themselves in mud and non-toxic, washable body paint on site before the start of the event. At the close of the event, students bathe in the lake, celebrate, and relax on the beach. We may utilize muddy construction area currently in front of bandshell for mud application and body painting. If construction area will be completed by event date, we will set up mud and washable body paint stations elsewhere within park. Naturally, Joovay Events staff will be fully responsible for cleaning all utilized areas.

Set up date and time: June 1st, 2013 after 5:00pm.

Time of Event: 12am-6am (including additional set-up and clean up)

Take down date and time: Immediately following event

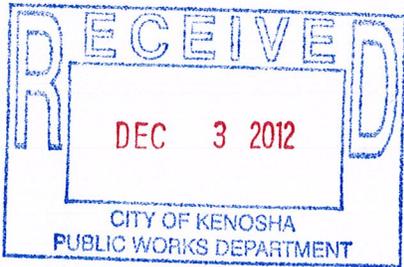
FOR OFFICE USE ONLY:

Application Packet Received 12/3/12 Administrative/Commission Approval

Copies sent to: Alderman 1 Dirk _____

Police _____

Other: _____



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: Joovay Events/Zumba Fitness Class

Location of Event: The Sesquicentennial Bandshell

Date of Event: Sunday, June 2nd, 2013

Contact Person: Chelcee Daley

Type of Amplified Sound

DJ

Sound System

Speeches/Announcements

Karaoke

Other (please

specify) _____

Requested time of amplification: Start: 12am Ending: 6am

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

Joovay Events

Daytime/Cell#: 847-401-7941

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 LEASE is entered into between the CITY OF KENOSHA, WISCONSIN, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN, a municipal park commission, duly organized and existing under the Code of General Ordinances for the City of Kenosha and the laws of the State of Wisconsin, hereafter referred to collectively as “CITY” and BASEBALL LIKE IT OUGHTA BE, LLC, , a Wisconsin limited liability company with principal offices located at 1314 Canal Street, PO Box 505, Black Earth, WI 53515 and NORTHWOODS LEAGUE, INC., a Florida corporation with principal offices located at 197 Plantation Circle South, Ponte Vedra Beach, FL, 32082 and 2900 4th St. SW, Rochester, MN, 55902, hereafter referred to collectively as “LESSEE”.

WITNESSETH:

WHEREAS, the CITY owns the park/recreational facility known as Simmons Athletic Field; and,

WHEREAS, BASEBALL LIKE IT OUGHTA BE, LLC, is an affiliate member of the Northwoods League a summer collegiate baseball league owned and operated by NORTHWOODS LEAGUE, INC.; and,

WHEREAS, BASEBALL LIKE IT OUGHTA BE, LLC, desires to play scheduled baseball games at Simmons Athletic Field and utilize related facilities to conduct a scheduled baseball program with other members of the Northwoods League as well as for other baseball and nonbaseball events; and,

WHEREAS, under the Affiliation Agreement between BASEBALL LIKE IT OUGHTA BE, LLC, and the Northwoods League, NORTHWOODS LEAGUE, INC. is a required signatory and party to any facility lease entered into between a municipality and the affiliate team; and,

WHEREAS, the LESSEE desires to enter into this Lease to use Simmons Athletic Field; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the CITY and the LESSEE agree as follows:

ARTICLE 1 – PREMISES

1.1. PREMISES. The CITY leases to the LESSEE the park/recreational facility known as Simmons Athletic Field, an improved baseball park with a present viewer seating capacity of approximately 1100 persons located at 7817 Sheridan Road, Kenosha, Wisconsin, more particularly described on attached Exhibit “A” and hereafter referred to as the “PREMISES” subject to the easements, ground leases and reservations by the CITY described in this Lease.

1.2 ACCEPTANCE. The LESSEE warrants that it has inspected the PREMISES and has found the PREMISES suitable for its intended purposes, “as is”, subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 - TERM

The term of this Lease is for eleven (11) years beginning January 1, 2013, through and including, December 31, 2024, hereafter referred to as the "TERM". The lease year shall be the twelve month period beginning January 1 and ending December 31, hereafter referred to as the “LEASE YEAR.” At least twelve (12) months prior to the expiration date of this Lease, the LESSEE may request, in writing, that the CITY negotiate a new Lease. If timely notice is given to the CITY and the LESSEE is in full compliance with this Lease, the CITY shall meet with the LESSEE in good faith to negotiate a new Lease which may be for any TERM agreed to by the parties.

ARTICLE 3 - RENT

3.1 RENT. The LESSEE agrees to pay the CITY for the use and occupancy of the PREMISES rent in the following annual sums:

LEASE YEAR	ANNUAL RENT	INSTALLMENT AMOUNT
1	-0-	-0-
2-5	\$30,000	\$15,000
6	\$30,900	\$15,450
7	\$31,827	\$15,913.50
8	\$32,782	\$16,391
9	\$33,765	\$16,882.50
10	\$34,778	\$17,389
11	\$35,821.00	\$17,910.50

The annual rent shall be payable in two equal installments in the amounts set forth above on or before May 1 and September 1 of each LEASE YEAR during the TERM of this Lease.

3.2 LATE PAYMENTS. Late payment of rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

ARTICLE 4 - IMPROVEMENTS

4.1 IMPROVEMENTS. IMPROVEMENTS shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of the stadium, playing field, lighting, fences, scoreboard, buildings, structures, facilities, utilities, parking areas, roads, sidewalks, landscaping, and any other site modifications on the PREMISES. IMPROVEMENTS shall not include care, maintenance and repair of the PREMISES pursuant to Article 7 of this Lease.

4.2 OBLIGATION OF LESSEE TO COMPLETE IMPROVEMENTS. The LESSEE, at LESSEE's expense, shall complete \$250,000 of IMPROVEMENTS to the PREMISES by May 1, 2014. The IMPROVEMENTS required to be made by the LESSEE by May 1, 2014 together with the estimated cost of the IMPROVEMENTS are attached as Exhibit B. The LESSEE, at LESSEE's expense, shall complete an additional \$125,000 of IMPROVEMENTS to the PREMISES by the end of lease year six and an additional \$125,000 of IMPROVEMENTS to the PREMISES by the end of the initial TERM of the Lease.

4.3 LESSEE'S FAILURE TO COMPLETE IMPROVEMENTS. In the event the LESSEE fails to complete the IMPROVEMENTS required by Article 4.2, the LESSEE shall pay the CITY, upon written demand, the balance of the estimated cost of the IMPROVEMENTS required to be made together with interest at the rate of 1.5% per month from the date of the CITY's written demand until paid. The LESSEE's failure to pay the CITY, upon written demand, the balance of the estimated cost of the IMPROVEMENTS required to be made plus interest shall relieve the CITY of any obligation to make any IMPROVEMENTS to the PREMISES and shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22.

4.4 ACCOUNTING BY LESSEE. Within 45 days of the completion of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2, the LESSEE shall provide the CITY with an itemized final accounting of the total cost of the IMPROVEMENTS. In the event the total cost of the IMPROVEMENTS does not exceed the estimated cost of the IMPROVEMENTS, the estimated cost of the IMPROVEMENTS shall be applied to the total amount of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2. In the event the total cost of the IMPROVEMENTS exceeds the estimated cost of the IMPROVEMENTS, the LESSEE shall be responsible for paying the additional cost and the additional cost in excess of the estimated cost shall not be applied to the total amount of the IMPROVEMENTS required to be made by the LESSEE pursuant to Article 4.2

4.5 IMPROVEMENTS BY CITY. Except as otherwise provided in this Lease, the CITY, at the CITY's expense, shall complete a maximum of \$750,000 of IMPROVEMENTS to the PREMISES by May 1, 2014 from the list of IMPROVEMENTS attached as Exhibit C. Unless otherwise agreed in writing between the parties, the CITY shall undertake the IMPROVEMENTS

set forth on Exhibit C in the order listed until the CITY has completed its maximum of \$750,000 of IMPROVEMENTS to the PREMISES. At such time as any single project undertaken by the CITY will result in the CITY exceeding its maximum of \$750,000 of IMPROVEMENTS, the CITY, at the CITY's option may undertake another project listed on Exhibit C, the cost of which will not result in the CITY exceeding its maximum of \$750,000 of IMPROVEMENTS. In the event there are no projects on Exhibit C which will not result in the CITY exceeding its maximum of \$750,000 of IMPROVEMENTS, the LESSEE shall be responsible for paying the additional cost of the project which is in excess of the CITY's maximum of \$750,000 of IMPROVEMENTS and the additional cost shall be applied to the additional \$250,000 of IMPROVEMENTS to the PREMISES to be completed during the initial TERM of the Lease, but shall not be applied to the \$250,000 of IMPROVEMENTS to the PREMISES to be completed by May 1, 2014 pursuant to Article 4.2. Any public work undertaken by the CITY in connection with IMPROVEMENTS to the PREMISES shall be subject to state law and local ordinances regarding public bidding and prevailing wage and hour scales.

4.6 ACCOUNTING BY CITY. Within 45 days of the final acceptance of the IMPROVEMENTS made by the CITY pursuant to Article 4.5, the CITY shall provide the LESSEE with the total cost of the IMPROVEMENTS. The total cost of the IMPROVEMENTS made by the CITY shall be applied to the total amount of the IMPROVEMENTS to be made by the CITY pursuant to Article 4.5.

4.7 IMPROVEMENT BY LESSEE AND CITY. Any IMPROVEMENTS to the PREMISES, the cost of which is shared by the LESSEE and the CITY, shall be subject to state law and local ordinances regarding public bidding and prevailing wage and hour scales. Except as otherwise provided in Article 4.5, the LESSEE's and CITY's share of the cost of any IMPROVEMENTS to the PREMISES pursuant to this Article 4.7 shall be applied respectively to the total amount of the IMPROVEMENTS to be made by the LESSEE pursuant to Article 4.2 and by the CITY pursuant to Article 4.5.

4.8 PLANS AND SPECIFICATIONS. Plans, specifications and cost estimates for any IMPROVEMENTS shall be submitted to the CITY for approval. No work shall commence on the IMPROVEMENTS until all necessary approvals have been received and all required permits from the CITY have been obtained including but not limited to any and all required conditional use permits. All IMPROVEMENTS shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.9 PERFORMANCE BOND. In order to guaranty payment for all labor and materials and the completion of all the IMPROVEMENTS to be made by BASEBALL LIKE IT OUGHTA BE, LLC pursuant to this Article 4, BASEBALL LIKE IT OUGHTA BE, LLC shall provide the CITY with a performance bond in the amount of one hundred fifteen (115%) percent of the estimated cost of the projects set forth on Exhibit B as the projects are undertaken in form and content acceptable to the CITY. The performance bond shall be executed by BASEBALL LIKE IT OUGHTA BE, LLC as principal and a surety corporation authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better. The performance bond shall be payable to the CITY and be conditioned upon the faithful performance of the IMPROVEMENTS by BASEBALL LIKE IT OUGHTA BE, LLC.

4.10 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing any IMPROVEMENTS, the LESSEE shall procure and submit proof of the following insurance coverages to the CITY:

a. Builder's All Risk Insurance in the amount of the full value of the IMPROVEMENTS insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the LESSEE and the CITY from claims for death, personal injury or property damage arising during the course of construction of the IMPROVEMENTS in accordance with the coverage requirements specified in this Lease.

4.11 CONSTRUCTION LIENS. The LESSEE, in making IMPROVEMENTS upon the PREMISES, shall not grant permission for or permit any liens for labor or materials to attach to the PREMISES without the prior written consent of the CITY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the PREMISES. In order to avoid such liens, the LESSEE shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the PREMISES, the LESSEE shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall preclude the LESSEE or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.12 RISK OF LOSS. The LESSEE assumes the risk of loss or damage to all of the IMPROVEMENTS and the risk of loss or damage to all property of the CITY arising out of or in connection with the IMPROVEMENTS. In the event of such loss or damage, the LESSEE shall forthwith repair, replace, restore and/or reconstruct the IMPROVEMENTS and the property of the CITY without cost or expense to the CITY.

4.13 INDEMNITY, DEFENSE AND HOLD HARMLESS BY CONTRACTORS. The LESSEE shall require its contractors who make the IMPROVEMENTS to indemnify, defend and hold harmless the CITY, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the LESSEE involving the IMPROVEMENTS by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the CITY, or any of its officers, employees or agents.

4.14 INSPECTION. The CITY shall have the right, through its duly designated representatives, to inspect the IMPROVEMENTS, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the IMPROVEMENTS, provided the taking of samples and testing shall be conducted so as to minimize interference with the IMPROVEMENTS, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.15 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the

CITY, its officers and employees with respect to any labor or materials provided in connection with the IMPROVEMENTS. Nothing contained herein shall create, or be deemed to create, any relationship between the CITY and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the IMPROVEMENTS and the CITY shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the IMPROVEMENTS.

4.16 UNAUTHORIZED IMPROVEMENTS. Should the LESSEE make any IMPROVEMENTS without prior CITY approval, which are not satisfactory to the CITY, then, upon written notice to do so, the LESSEE at LESSEE's expense shall remove the same, or if agreed upon by the CITY, cause the same to be changed, modified or reconstructed to the satisfaction of the CITY. Should the LESSEE fail to comply with such notice within sixty (60) days of receipt thereof, or should the LESSEE commence to comply therewith and fail to pursue such work diligently to completion, the CITY may effect the removal, change, modification or reconstruction thereof, and the LESSEE shall pay the cost thereof to the CITY, upon written demand together with interest at the highest rate permitted by law from the date of the CITY'S written demand until paid.

4.17 WARRANTIES AND REPRESENTATIONS. The LESSEE agrees to ensure that all warranties and representations made to the LESSEE by the contractor, supplier or manufacturer of any of the IMPROVEMENTS shall extend to the CITY.

4.18 OWNERSHIP OF IMPROVEMENTS. The CITY shall inspect all IMPROVEMENTS to the PREMISES upon completion. If the IMPROVEMENTS are consistent with the approved plans and specifications, are free from defects or deficient workmanship and satisfactorily pass inspection by the CITY, the CITY will accept the IMPROVEMENTS which will then be considered a donation by the LESSEE to the CITY. Upon acceptance of the IMPROVEMENTS by the CITY, the LESSEE acknowledges, agrees and understands that the CITY shall own, have and retain all right title and interest in and to the PREMISES and all the IMPROVEMENTS on the PREMISES. Upon acceptance of the IMPROVEMENTS by the CITY, the LESSEE acknowledges, agrees and understands that the LESSEE shall have no ownership rights or other right, title or interest in or to the PREMISES or the IMPROVEMENTS on the PREMISES regardless of the source of financial contribution for the IMPROVEMENTS.

ARTICLE 5 - USE AND OPERATION OF PREMISES

5.1 USE OF PREMISES FOR NORTHWOODS LEAGUE BASEBALL.

Except as otherwise provided by this Lease, the LESSEE shall have the exclusive use of the PREMISES for practicing and playing Northwoods League baseball. During the TERM of this Lease, BASEBALL LIKE IT OUGHTA BE, LLC shall play all regular season Northwoods League home games and any home All Star and home post season games at the PREMISES. During the term of this Lease, BASEBALL LIKE IT OUGHTA BE, LLC shall maintain affiliation with the Northwoods League. Failure of BASEBALL LIKE IT OUGHTA BE, LLC to maintain affiliation with the Northwoods League or to play the required Northwoods League home games at the PREMISES shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 provided, however, that in the event a breach of this Article 5.1 occurs between January 1 of a LEASE YEAR and the completion of the Northwoods League championship series for that LEASE YEAR season, the NORTHWOODS LEAGUE, INC shall be

permitted to complete that season's scheduled games at the PREMISES with another Northwoods League affiliate team.

5.2 RENAMING PREMISES. Subject to all provisions of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, and provided the LESSEE is not in default under the terms and conditions of this Lease, the LESSEE may request that Simmons Athletic Field be renamed. It is expressly understood and agreed that this Article 5.2 does not create any rights by the LESSEE to have the PREMISES renamed but rather is intended to provide the LESSEE an opportunity to make such a request subject to the Code of General Ordinances for the City of Kenosha.

5.3 USE OF PREMISES FOR OTHER PURPOSES. Except as otherwise provided by this Lease, the LESSEE shall have the exclusive use of the PREMISES for other public purposes consistent with the use of the PREMISES as a dedicated CITY park/recreational facility. The LESSEE may permit other public, not-for-profit or for-profit entities, and individuals to use the PREMISES for such purposes pursuant to a rental agreement, or license or permit arrangement subject to the prior written approval of the CITY. The LESSEE shall be responsible for compliance with all of the terms, conditions and obligations of this Lease by any other permitted user of the PREMISES. Failure by any other permitted user of the PREMISES to comply with all of the terms, conditions and obligations of the Lease shall be considered a material breach of this Lease by the LESSEE thereby subjecting this Lease to termination pursuant to Article 22.

5.4 USE OF PREMISES BY CITY. The CITY shall be permitted to use the PREMISES at no charge to the CITY at such times as may be agreed between the CITY and the LESSEE when the PREMISES are not in use by the LESSEE or the LESSEE'S permitted users.

5.5 CONCESSION RIGHTS AND REVENUES. The LESSEE shall have exclusive concession rights to serve and sell food, beverages and goods upon the PREMISES, at all times and for all events, including events not connected with Northwoods League baseball games. The LESSEE may retain all revenues associated with the concession rights and shall likewise assume all costs, expenses, losses and liabilities associated with the concession rights. The LESSEE, at LESSEE's expense, shall furnish all labor and equipment required to exercise the concession rights and shall provide all food, beverages and goods sold or served. The LESSEE, at LESSEE's expense, shall obtain all license and permits required to lawfully exercise the concession rights, including all CITY required licenses and permits, none of which are deemed granted under this Lease. The LESSEE shall not use the name of the CITY in connection with the exercise of the concession rights. The LESSEE may only exercise concession rights within the ball park portion of the PREMISES which serves patrons. The LESSEE may contract with others to operate concessions on the PREMISES provided that the concession contract incorporates this Lease by reference and the concession contractor agrees to abide by all of the terms, conditions and obligations of this Lease. Any concession contract containing any terms or conditions contrary to those contained within this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. The concession contract may provide that the concession contractor undertake certain duties which the LESSEE is obligated to perform under the terms of this Lease. However, the concession contract shall not relieve the LESSEE from performing the LESSEE's obligations under this Lease if the concession contractor fails to perform any such obligation. The LESSEE shall provide the CITY a copy of any concession

contract. The LESSEE shall be entitled to contract for advertising and media coverage for events at the PREMISES and retain all revenue therefrom.

5.6 SALE OF ALCOHOL BEVERAGES AND WINE. The LESSEE shall be permitted to sell alcohol beverages and wine as defined in Sections 125.02 (1) and 125.02 (22) of the Wisconsin Statutes, upon obtaining the required license and complying with state law and local ordinances regarding the sale of Alcohol beverages and wine. No other concession contractor or user of the PREMISES shall be permitted to sell alcohol beverages and wine without obtaining the required license and complying with state law and local ordinances regarding the sale of alcohol beverages and wine. The LESSEE acknowledges its obligation not to serve or sell alcohol beverages or wine to minors, not to permit the consumption of alcohol beverages or wine by minors, and not to permit over consumption of alcohol beverages or wine contrary to state law and local ordinances. alcohol beverages and wine may only be sold or served from 2 hours before a scheduled game or other authorized event until termination of the scheduled game or other authorized event. The LESSEE shall prohibit patrons from carrying onto the PREMISES any alcohol beverages or wine as defined in Sections 125.02 (1) and 125.02 (22) of the Wisconsin Statutes. The LESSEE shall not permit patrons to carry alcohol beverages or wine purchased at a concession outside of the area of the ballpark portion of the PREMISES which is reserved for patrons. The LESSEE shall not permit the consumption of alcohol beverages or wine within any parking area of the PREMISES or within any other parking area used by the LESSEE. Failure of the LESSEE to comply with state law and local ordinances regarding the sale of alcohol beverages or wine shall subject the LESSEE's license for the sale of alcohol beverages and wine to suspension, non-renewal, revocation or other discipline as provided by Chapter 10 of the Code of General Ordinances for the City of Kenosha.

5.7 FIREWORKS DISPLAYS. The LESSEE shall be permitted to conduct fireworks displays on the PREMISES at the conclusion of the LESSEE's scheduled baseball games. Fireworks displays shall not exceed 15 minutes in duration and fireworks salutes shall not be permitted. Fireworks displays shall not be permitted after 11:00 P.M. The LESSEE, at LESSEE's expense shall obtain all licenses, permits and approvals required to lawfully possess, use and display fireworks, including all CITY required licenses, permits and approvals, none of which are deemed granted under this Lease. The LESSEE shall comply with all federal, state and CITY laws, rules, regulations and ordinances regarding the possession, use and display of fireworks, including compliance with the CITY Noise Control ordinance and the CITY insurance requirements for fireworks displays. The LESSEE acknowledges that cell tower communications are located on the PREMISES. The LESSEE shall assume full responsibility and all liability for damage, interference or interruption of cell tower communications arising out of or in any way related to fireworks displays. The LESSEE shall indemnify and hold harmless the CITY from any claim by any person or entity for damage, interference or interruption of cell tower communications arising out of or in any way related to LESSEE's fireworks displays. Fireworks displays at any other event at the PREMISES shall only be permitted upon obtaining all required federal, state and CITY licenses, permits and approvals to lawfully possess, use and display fireworks and upon compliance with all of the provisions of this Article 5.7.

5.8 FIREWORKS INSURANCE. Any provider of fireworks displays at the PREMISES shall procure and maintain a policy of liability insurance issued by an insurance company authorized to do business in the State of Wisconsin, licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better. The policy

shall provide coverage for all services provided by the fireworks provider in any way related to the possession, use and display of fireworks in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. The insurance shall provide coverage for all claims, damages, suits, injuries or expenses incurred as a result of any act or omission of the fireworks provider or any employee, independent contractor or agent of the fireworks provider in any way related to the possession, use or display of fireworks, as well as any defect or problem with any fireworks supplied or displayed by the fireworks provider.

5.9 PROOF OF FIREWORKS INSURANCE. The fireworks provider prior to any fireworks display, shall furnish a Certificate of Insurance indicating compliance with this Article 5 fireworks provisions including the naming of the CITY as an “additional insured,” and proof of payment of all premiums to the CITY for approval. The fireworks provider shall provide the CITY with an additional insured endorsement in a form acceptable to the CITY and the CITY’s insurer certifying that the CITY is an additional insured with respect to the insurance coverage required by this Article 5. At least thirty (30) days before the expiration date of any insurance policy required by this Article 5, the fireworks provider shall deliver to the CITY a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 5 becomes due and payable, the fireworks provider shall provide satisfactory evidence of its payment to the CITY. The insurance policy shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include but is not limited to, a change in policy amount, coverage or status of the insurer. If for any reason, the insurance coverage required by this Article 5 lapses or a material change is made to the policy, the lapse or material change shall be considered a material breach of this Lease resulting in the immediate termination of any fireworks displays at the PREMISES.

5.10 INCREASED COVERAGE. The CITY in consultation with the CITY’s insurer reserves the right to increase the liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the fireworks provider and the fireworks provider shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease resulting in the immediate termination of any fireworks displays at the PREMISES.

5.11 INDEMNITY, DEFENSE AND HOLD HARMLESS. The fireworks provider shall indemnify, defend and hold harmless the CITY, its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys’ fees, which any of them may hereafter sustain, incur or be required to pay as a result of any operations, works, acts or omissions performed on the PREMISES by the fireworks provider, its officers, employees, contractors, subcontractors or agents, or resulting from the fireworks provider’s failure to perform or observe any of the terms, covenants and conditions of this Lease by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys’ fees caused or resulting from the negligent or intentional acts or omissions of the CITY, or any of its officers or employees. Upon the filing with the CITY of a claim for damages arising out of any incident(s) which the fireworks provider herein agrees to indemnify, defend and hold the CITY and others harmless, the CITY shall notify the fireworks provider of such claim, and in the event that the fireworks provider does not settle or

compromise such claim, then the fireworks provider shall undertake the legal defense of such claim both on behalf of the fireworks provider and the CITY. It is specifically agreed, however that the CITY, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the CITY or any of its officers or employees for any cause for which the fireworks provider is liable hereunder, shall be conclusive against the fireworks provider as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

5.12 LIVE MUSIC AND AMPLIFIED SOUND. The LESSEE shall be permitted to conduct live music concert events at the PREMISES which will involve the use of amplified sound. The LESSEE, at LESSEE's expense, shall obtain all licenses, permits and approvals required by the CITY to conduct live music concert events at the PREMISES. The LESSEE shall comply with all CITY ordinances applicable to the performance of live music including the performance of live music involving the use of amplified sound. The use of any amplified sound at the PREMISES regardless of the nature of the event at which amplified sound is used shall in all cases be subject to Chapter XXIII of the Code of General Ordinances for the City of Kenosha entitled "Noise Control". The LESSEE shall not admit patrons to a live music concert event in numbers exceeding the seating capacity as established by the City for such events.

5.13 TERMINATION OF EVENTS. No inning of any Northwoods League baseball games at the PREMISES shall be permitted to begin after 11:30 P.M. All other events at the PREMISES shall not be permitted to extend beyond 11:00 P.M.

5.14 PUBLIC SAFETY. The LESSEE shall not permit any use of the PREMISES which will create an unreasonable risk of life, personal injury or property loss or damage, or otherwise threaten or harm the public health, safety or welfare. The LESSEE shall coordinate with the CITY, including the Kenosha Police Department and Kenosha Fire Department to ensure that any use of the PREMISES adequately meets public safety requirements.

5.15 EVENT STAFFING. The LESSEE, at LESSEE's expense, shall be responsible for adequately staffing all events at the premises, including but not limited to, ushers, ticket sellers, scorekeepers, public address announcers, concession staff, security staff, field maintenance crew, parking attendants and cleaning crew. The LESSEE, at LESSEE's expense, shall provide security services at all events at the PREMISES necessary to protect patrons of the events, including any parking area outside used or controlled by the LESSEE outside the PREMISES. The LESSEE, at LESSEE's expense, shall provide traffic direction and control on Sheridan Road in the vicinity of the PREMISES for all events at the PREMISES. The LESSEE, at LESSEE's expense, shall be responsible for crowd control at all events at the PREMISES and will not admit patrons to any event in numbers exceeding the CITY approved seating capacity for the event. The LESSEE, at LESSEE's expense, shall be responsible for any additional staffing costs from any CITY agencies or departments based upon conditions of approval of any events at the PREMISES. The LESSEE acknowledges that the CITY, through the Kenosha Police Department, reserves the right to arrest and/or eject disorderly patrons from any event at the PREMISES.

ARTICLE 6 – PARKING

The LESSEE acknowledges that the existing parking facilities on the PREMISES

may be insufficient to accommodate LESSEE's use of the PREMISES. The LESSEE, at LESSEE's expense, shall provide additional off-street parking as may be required to accommodate the parking needs of patrons attending events at the PREMISES. The LESSEE acknowledges that the CITY may, from time to time, prohibit on-street parking on streets abutting and in the vicinity of the PREMISES during the time events are scheduled at the PREMISES.

ARTICLE 7 – CARE, MAINTENANCE AND REPAIR OF PREMISES

7.1 LESSEE'S RESPONSIBILITIES. The LESSEE, at LESSEE's expense, shall at all times be responsible for the care, maintenance and repair of the PREMISES, including the IMPROVEMENTS thereon, whether preexisting or placed on the PREMISES by the LESSEE or the CITY, whether such work be ordinary, extraordinary, structural or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The LESSEE, at LESSEE's expense, shall at all times:

a. Keep the PREMISES, the IMPROVEMENTS and any personal property thereon, in a clean, neat and sanitary condition, free and clear of litter and debris.

b. Maintain the PREMISES and the IMPROVEMENTS and perform all repair work in accordance with applicable federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required. Maintenance of the PREMISES and the IMPROVEMENTS shall include but not be limited to the playing field, grandstands, bleachers and any other seating areas, dugouts, locker rooms, restrooms, clubhouse, office, press box, concession stands, outfield wall fences, playing field lights, scoreboard, public address system, public areas, parking area lighting, and all equipment, materials and supplies needed for same.

c. Maintain the playing field, including but not limited to, mowing, landscaping, fertilization, sodding, seeding, turf repair, infield mix, warning track, irrigation, dragging and lining the field for all games, and all equipment, materials and supplies needed for same.

d. Supply all equipment related to playing field use including all bases, batting cage, pitcher's screen and if needed an infield tarp.

e. Maintain and repair all utility, mechanical, electrical and other systems and equipment placed upon the PREMISES.

7.2 TIME REQUIREMENTS FOR REPAIRS. The LESSEE shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the PREMISES, including the IMPROVEMENTS, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the PREMISES, including the IMPROVEMENTS. As used herein, minor damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The LESSEE, for good cause, may request from the CITY an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the LESSEE as soon as possible when required to preserve the PREMISES or the IMPROVEMENTS.

7.3 LESSEE'S FAILURE TO MAINTAIN. In the event the LESSEE fails to care for, maintain and repair the PREMISES or the IMPROVEMENTS within thirty (30) days following the receipt of written notice from the CITY describing the failure to care for, maintain

and repair and any demand for curative action, or in the event the LESSEE, upon commencement of curative action, fails to diligently continue to complete the curative action required by the CITY, the CITY may, at its option, and in addition to any remedies otherwise available to it, enter the PREMISES or the IMPROVEMENTS without such entering causing or constituting a cancellation of this Lease or an interference with the LESSEE'S possession, and care for, maintain or repair all or any part of the PREMISES or the IMPROVEMENTS which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the LESSEE shall pay the CITY, upon written demand, all sums incurred by the CITY to care for, maintain or repair the PREMISES or the IMPROVEMENTS together with interest at the rate of eighteen percent (18%) per year from the date of the CITY'S written demand for payment until paid. The LESSEE'S failure to pay the CITY, upon written demand, all sums incurred by the CITY plus interest pursuant to this Article 7.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. Furthermore, should the CITY undertake any work hereunder, the LESSEE waives any claims for damages, consequential or otherwise, against the CITY as a result therefrom, except claims for damages arising from the CITY'S negligence. The foregoing shall in no way affect or alter the continuing obligations of the LESSEE as set forth in this Lease and shall not impose or be construed to impose upon the CITY any obligation to care for, maintain or repair the PREMISES or the IMPROVEMENTS.

ARTICLE 8 – ACCESS TO PREMISES

The LESSEE agrees to and shall permit the CITY, the County of Kenosha, the State of Wisconsin, and the United States Government to send their representatives and employees onto the PREMISES and any IMPROVEMENTS thereon, for the purpose of an inspection thereof. In non-emergency situations, the LESSEE shall be provided with reasonable advance notice of an inspection if the LESSEE is available to receive such notice.

ARTICLE 9 – EASEMENTS, GROUND LEASES AND RESERVATIONS BY THE CITY

9.1 EASEMENT BETWEEN KENOSHA ACHIEVEMENT CENTER AND CITY. The LESSEE acknowledges that this Lease is subject to an easement between the Kenosha Achievement Center and the CITY recorded with the Kenosha County Register of Deeds on November 3, 1986 in Records Volume 1244 Pages 275-276 as document Number 765322. The LESSEE acknowledges that the LESSEE has been provided a copy of the Kenosha Achievement Center easement. The LESSEE acknowledges that the easement permits the CITY to construct and maintain a road to permit vehicular traffic access to the PREMISES as generally shown on attached Exhibit D. During the term of this Lease, the LESSEE shall have the non-exclusive right to use the easement to permit vehicular traffic access to the PREMISES. The LESSEE shall not use the easement in any manner contrary to the terms of the easement or which would jeopardize or threaten the loss of the easement from the Kenosha Achievement Center. During the term of this Lease, the LESSEE, at LESSEE'S expense, shall be responsible to maintain the easement to permit vehicular traffic access to the PREMISES. Failure of the LESSEE to comply with the provisions of this article 9.1 shall, at the CITY'S option, result in immediate termination of the LESSEE'S right to use the easement.

9.2 EASEMENT BETWEEN AMERITECH AND CITY. The LESSEE acknowledges that this Lease is subject to an exclusive easement for a communication vault

between Ameritech and the CITY dated December 23, 1998. The LESSEE acknowledges that the LESSEE had been provided a copy of the Ameritech easement. During the term of this Lease, the LESSEE shall not be permitted use of the easement without the consent of Ameritech. The LESSEE shall not interfere in any matter with the easement area described in the easement. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the easement. The easement area is generally shown on attached Exhibit D.

9.3 GROUND LEASE BETWEEN CITY AND UNITED STATES CELLULAR OPERATING COMPANY OF KENOSHA. The LESSEE acknowledges that this Lease is subject to a ground lease and easement between the CITY and United States Cellular Operating Company of Kenosha, dated July 11, 2005 generally referred to the Simmons Field Ground Lease (Site No: 777331). The LESSEE acknowledges that the LESSEE has been provided a copy of the ground lease and easement for Site No. 777331. The LESSEE shall have no right to the use or enjoyment of the leasehold parcel and easement parcel which are collectively referred to as the “Premises” in the ground lease. The LESSEE shall not interfere in any manner with the “Premises” or the use of the “Premises” described in the ground lease. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the ground lease. The leasehold parcel and easement parcel are generally shown on attached Exhibit D.

9.4 SITE LEASE BETWEEN CITY AND DENALI SPECTRUM OPERATIONS, LLC. The LESSEE acknowledges that this Lease is subject to a site lease and easement between the CITY and Denali Spectrum Operations, LLC dated by the parties on August 15, 2008 and August 19, 2008 respectively. The LESSEE acknowledges that the LESSEE has been provided a copy of the site lease and easement. The LESSEE shall have no right to the use or enjoyment of the “Premises” referred to in the site lease. The LESSEE shall not interfere in any manner with the “Premises” or the permitted use of the “Premises” described in the site lease. The LESSEE shall not be entitled to any existing or future revenues payable to the CITY pursuant to the site lease.

9.5 GROUND LEASE AND EASEMENT RESERVATION BY CITY. The CITY reserves the right to enter into future ground leases and easements for cell tower and antennae use on the PREMISES together with access easements relating thereto. The CITY shall retain all existing and future revenues from any such ground leases and easements.

ARTICLE 10 – GOVERNMENTAL REGULATIONS

10.1 The LESSEE agrees to observe and obey any and all applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the LESSEE'S officers, agents, employees, contractors, and suppliers to observe and obey the same. The CITY reserves the right to deny access to the PREMISES to the LESSEE or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

10.2 SAFETY. The LESSEE shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The LESSEE agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the PREMISES and

the IMPROVEMENTS and to require the LESSEE'S officers, agents, employees, contractors, and suppliers to obey the same. The CITY reserves the right to deny access to the PREMISES to the LESSEE or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

10.3 LICENSES, CERTIFICATES AND PERMITS. The LESSEE, at LESSEE'S expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the CITY, having jurisdiction over the PREMISES, the IMPROVEMENTS, or the LESSEE'S operations at the PREMISES.

10.4 TAXES AND FEES. The LESSEE shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the PREMISES, the IMPROVEMENTS, or the LESSEE'S operations hereunder, and shall make all applications, reports and returns required in connection therewith. The LESSEE shall pay when due all stormwater management fees imposed on the PREMISES.

ARTICLE 11 – UTILITIES

The LESSEE shall pay for all utilities furnished to the PREMISES including, but not limited to, electric, gas, telephone, cable television, satellite, internet, sanitary sewer and water service. Unless otherwise required by WE Energy, the CITY requires all new utility pipes, wires and conduits to be underground. The LESSEE will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to and within the PREMISES. The LESSEE shall allow the providers of all utilities reasonable access to and within the boundaries of the PREMISES for the installation of utility service.

ARTICLE 12 - SIGNS

12.1 REGULATORY SIGNS. The LESSEE shall permit the CITY, at CITY's expense, to place such regulatory signs on the PREMISES and the IMPROVEMENTS as the CITY shall deem appropriate.

12.2 OTHER SIGNS. The LESSEE, at LESSEE's expense, shall be permitted to place signs on the PREMISES. The LESSEE, shall comply with all CITY ordinances regarding signs including Chapter XV of the Code of General Ordinances for the City of Kenosha entitled "Signs" as may be amended, repealed or recreated from time to time during the term of this Lease. The LESSEE agrees that all advertising signs shall comply with all federal, state and local laws and regulations with respect to the advertising matter to be displayed. The LESSEE shall indemnify and hold the CITY, its officers, officials and employees, harmless from any suits, claims, damages, costs, expenses or attorney fees arising in connection with false, defamatory, obscene or otherwise unlawful advertising material which advertising has been sold, ordered, posted or approved by the LESSEE or any other user of the PREMISES permitted by the LESSEE. The LESSEE agrees that all rights of advertisers shall end with the termination of this Lease and that this termination provision shall be contained in all agreements between the LESSEE and advertisers and between any other user of the PREMISES permitted by the LESSEE and their advertisers.

12.3 REMOVAL OF SIGNS. Upon termination of this Lease, the LESSEE shall remove all signs from the PREMISES and the IMPROVEMENTS in compliance with all CITY ordinances and shall restore the PREMISES and the IMPROVEMENTS to their original condition.

ARTICLE 13 - SANITATION

The LESSEE shall provide adequate and appropriate containers including dumpsters, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup and disposal thereof, at LESSEE'S expense. The LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the PREMISES. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the PREMISES, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 14 - QUIET ENJOYMENT

The CITY covenants and agrees, so long as the LESSEE shall duly and punctually perform and observe all the terms and conditions of this Lease, that the LESSEE shall peaceably and quietly have, hold and enjoy the PREMISES, subject to the right of the CITY to use and inspect the PREMISES, subject to the easements, ground leases and reservations by the CITY, and subject to the right of the CITY to exercise any other rights provided and reserved to the CITY pursuant to this Lease.

ARTICLE 15 - RIGHTS OF ENTRY RESERVED

The CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at CITY's expense, to install future utility, mechanical, electrical and other systems, and the right to enter upon the PREMISES or the IMPROVEMENTS, at all reasonable times to make such installations as may, in the opinion of the CITY, be necessary or advisable, provided, however, that in the exercise of such rights, the CITY shall not unreasonably interfere with the use and occupancy of the PREMISES or the IMPROVEMENTS by the LESSEE. It is specifically understood and agreed that the reservation of such rights by the CITY pursuant to this Article 15 shall not impose or be construed to impose upon the CITY an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the PREMISES or the IMPROVEMENTS, nor shall the LESSEE be relieved of any of LESSEE's obligations in Article 7.

ARTICLE 16 - INTERRUPTION IN USE OR ENJOYMENT

The CITY shall not be liable to the LESSEE for money damages arising out of any interruption in the LESSEE'S use or enjoyment of the PREMISES or the IMPROVEMENTS by reason of any damage to the PREMISES or the IMPROVEMENTS, unless such damage is the result of an action by a CITY employee or agent performing a duty or task for the CITY, and, in that event, the CITY shall be liable only for the costs of repair or reconstruction.

ARTICLE 17 - NATURAL DISASTER

The LESSEE'S obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the PREMISES or the IMPROVEMENTS resulting from any natural disaster.

ARTICLE 18 – LIABILITY INSURANCE

18.1 INSURANCE REQUIRED. The LESSEE shall procure and maintain during the TERM of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin, licensed by the Wisconsin Office of the Commissioner of Insurance, and have an A.M. Best rating of A Class X or better.

18.2 PROOF OF INSURANCE. The LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 18 including the naming of the CITY as an “additional insured”, and proof of payment of all premiums to the CITY for approval. The LESSEE shall provide the CITY with an additional insured endorsement certifying that the CITY is an additional insured with respect to the insurance coverages required by this Article 18. At least thirty (30) days before the expiration date of any insurance policy required by this Article 18, the LESSEE shall deliver to the CITY a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 18 becomes due and payable, the LESSEE shall provide satisfactory evidence of its payment to the CITY. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 18 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

18.3 INCREASED COVERAGE. The CITY in consultation with the CITY's insurer reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the LESSEE and the LESSEE shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

18.4 FAILURE TO MAINTAIN INSURANCE. In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 18, the CITY in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. The failure of the LESSEE to obtain and maintain the insurance required by this Article 18 shall not relieve the LESSEE from any liability under this Lease. The insurance requirements of this Article 18 shall not be construed to conflict with the obligations of the LESSEE in Article 20.

18.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

A. Commercial General Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

or

\$2,000,000 Combined Single Limit (each accident)

having the following coverages:

Premises

Contractual Liability

Products and Completed Operations

Death and Personal Injury

B. Automobile Liability (any auto)

\$1,000,000 Bodily Injury (per person)

\$2,000,000 Bodily Injury (per accident)

\$500,000 Property Damage (per accident)

C. Liquor Liability

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

or

\$2,000,000 Combined Single Limit (each accident)

D. Worker's Compensation

Statutory Limits

\$100,000 Each Accident

\$100,000 Disease, Each Employee

\$500,000 Disease, Policy Limit

E. Umbrella Liability

\$4,000,000 Each Occurrence

\$4,000,000 General Aggregate

Umbrella liability coverage to be at least as broad as the underlying Commercial General Liability, Automobile Liability, Liquor Liability, Fireworks Liability, Statutory Liability and Employers Liability coverages.

ARTICLE 19 - INSURANCE OF IMPROVEMENTS

19.1 INSURANCE REQUIRED. The LESSEE shall procure and maintain during the TERM of this Lease insurance protection on all IMPROVEMENTS on the PREMISES to the extent of one hundred (100%) percent of the insurable replacement value of the IMPROVEMENTS. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance and have an A.M. Best rating of A Class X or better.

19.2 PROOF OF INSURANCE. The LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 19 and proof of payment of all premiums to the CITY for approval. At least thirty (30) days before the expiration date of any insurance policy required by this Article 19, the LESSEE shall deliver to the CITY a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 19 becomes due and payable, the LESSEE shall provide satisfactory evidence of the premium payment to the CITY. If for any reason the insurance coverage required by this Article 19 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease.

19.3 FAILURE TO MAINTAIN INSURANCE. In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 19, the CITY, in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22 of this Lease. The failure of the LESSEE to obtain and maintain the insurance required by this Article 19 shall not relieve the LESSEE from any liability under this Lease. The insurance requirements of this Article 19 shall not be construed to conflict with the obligations of the LESSEE in Article 20.

19.4 DAMAGE ELECTION BY LESSEE. Should any IMPROVEMENTS on the PREMISES, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the LESSEE shall have the election of repairing or reconstructing the IMPROVEMENTS substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the CITY, or not to repair or reconstruct the IMPROVEMENTS. The LESSEE shall notify the CITY of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

19.5 LESSEE'S OBLIGATIONS. In the event of damage or destruction to IMPROVEMENTS on the PREMISES, the CITY shall have no obligation to repair, replace or rebuild the IMPROVEMENTS or any fixtures, equipment or other personal property installed by the LESSEE on the PREMISES pursuant to this Lease. Nothing contained herein shall be deemed to release the LESSEE from any of the LESSEE'S repair, maintenance or rebuilding obligations under this Lease.

19.6 RESTORATION OF PREMISES. In the event the LESSEE elects not to repair, replace or rebuild the damaged IMPROVEMENTS, the LESSEE shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the LESSEE'S and the CITY'S unaccrued obligations hereunder shall cease. If the LESSEE does not elect to repair, replace or rebuild the damaged IMPROVEMENTS within the above referenced one hundred twenty (120) day period of time, the LESSEE shall be deemed to have elected not to repair, replace or rebuild the damaged IMPROVEMENTS, and if the damage is as a result of any operations, works, acts or omissions performed on the PREMISES or the IMPROVEMENTS by the LESSEE, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the LESSEE's failure to perform or observe any of the

terms, covenants and conditions of this Lease, then the CITY may elect to restore the PREMISES and the IMPROVEMENTS to their original condition at the cost and expense of the LESSEE, whereupon this Lease shall be deemed terminated. If the LESSEE does not elect to repair, replace or rebuild the damaged IMPROVEMENTS within the above referenced one hundred twenty (120) day period of time, the LESSEE shall be deemed to have elected not to repair, replace or rebuild the damaged IMPROVEMENTS, and if the damage is other than as a result of the events described in the preceding sentence, then the CITY may elect to restore the PREMISES and IMPROVEMENTS to their original condition at the cost and expense of the CITY, whereupon this Lease shall be deemed terminated.

ARTICLE 20 – INDEMNITY, DEFENSE AND HOLD HARMLESS

The LESSEE does hereby agree that it will, at all times, during the TERM of this Lease, indemnify, defend and hold harmless the CITY, its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the PREMISES, the IMPROVEMENTS, or as a result of any operations, works, acts or omissions performed on the PREMISES, the IMPROVEMENTS by the LESSEE, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the LESSEE'S failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the PREMISES or the IMPROVEMENTS thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the CITY, or any of its officers or employees. Upon the filing with the CITY of a claim for damages arising out of any incident(s) which the LESSEE herein agrees to indemnify, defend and hold the CITY and others harmless, the CITY shall notify the LESSEE of such claim, and in the event that the LESSEE does not settle or compromise such claim, then the LESSEE shall undertake the legal defense of such claim both on behalf of the LESSEE and the CITY. It is specifically agreed, however that the CITY, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the CITY or any of its officers or employees for any cause for which the LESSEE is liable hereunder, shall be conclusive against the LESSEE as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 21 - ASSIGNMENT/SUBLEASE

With the prior written approval of the CITY, which approval shall not be unreasonably withheld, the LESSEE may assign or sublease all or a portion of this Lease. No other assignment or sublease is permitted without the prior written consent of the CITY. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the LESSEE of any of its obligations hereunder in the event of breach or default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the LESSEE under this Lease.

ARTICLE 22 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the LESSEE to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 22, the LESSEE shall have twenty (20) days following its receipt of written notice from the CITY to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 22, the LESSEE shall have thirty (30) days following its receipt of written notice from the CITY to cure any other breach of the terms and conditions of this Lease to the satisfaction of the CITY. In the event the LESSEE fails to cure any breach within the time provided, the CITY, in addition to all other rights and remedies available to the CITY at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the PREMISES, remove all persons and property and operate the concessions, and the CITY shall not be liable for damages or otherwise by reason of such re-entry. The CITY shall be entitled to collect from the LESSEE all attorneys fees and expenses incurred by the CITY in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the CITY.

ARTICLE 23 – SURRENDER OF PREMISES

Upon the termination of this Lease for any reason, the LESSEE shall remove the LESSEE's personal property and the personal property of any other person claiming under the LESSEE and shall surrender the PREMISES and the IMPROVEMENTS to the CITY in as good order and condition as the PREMISES and IMPROVEMENTS are at the commencement of this Lease or as the PREMISES and IMPROVEMENTS may be improved by the CITY and the LESSEE, reasonable use and wear excepted. Personal property not removed by the LESSEE at the termination of this Lease shall be considered abandoned and the CITY may dispose of it as the CITY deems expedient. The LESSEE shall be responsible for reimbursing the CITY for all expenses incurred by the CITY in removing and disposing of the personal property together with all expenses incurred by the CITY for repairing any damage to the PREMISES and the IMPROVEMENTS upon LESSEE's surrender of the PREMISES.

ARTICLE 24 - EFFECT OF BANKRUPTCY OR INSOLVENCY

24.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the LESSEE hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

24.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 24.1, the LESSEE agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the LESSEE and if against the LESSEE, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the LESSEE is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the LESSEE is a party, with authority to take possession or control of the PREMISES or the IMPROVEMENTS of the

business conducted thereon by the LESSEE, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 24.1 shall be deemed to constitute a breach of this Lease by the LESSEE and shall, at the election of the CITY, but not otherwise, without notice or entry or other action of the CITY terminate this Lease and also all rights of the LESSEE under this Lease in and to the PREMISES and the IMPROVEMENTS and also all rights of any and all persons and parties claiming under the LESSEE.

ARTICLE 25 – NONDISCRIMINATION

The LESSEE agrees that no person shall be subjected to discrimination in the use of the PREMISES or the IMPROVEMENTS contrary to federal, state or local law, rule or regulation.

ARTICLE 26 – CONTRACTORS

Contractors of the LESSEE shall comply with all applicable federal, state and local laws, rules and regulations applicable to the PREMISES and the IMPROVEMENTS.

ARTICLE 27 - BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 28 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 29 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 30 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the CITY or the LESSEE in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the CITY.

ARTICLE 31 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 32 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **CITY** 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. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **LESSEE**:
BASEBALL LIKE IT OUGHTA BE, LLC
Attn: Vern Stenman, President
2920 N. Sherman Avenue
Madison, Wisconsin 53704

NORTHWOODS, LEAGUE, INC.
Attn: Richard R. Radatz, Jr., President
2900 4th Street SW
Rochester, Minnesota 55902

If to **CITY**:
City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:
Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

Director of Public Works
City of Kenosha Municipal Building
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

ARTICLE 33 – AUTHORITY

The CITY enters into this Lease by authorization of action taken by the Board of Park Commissioners on the ____ day of _____, 2012, and by action taken by the Common Council on the ____ day of _____, 2012. This Lease is expressly conditioned upon the execution of such documents deemed necessary by the CITY to terminate the existing Lease for the PREMISES with Kenosha Unified School District No. 1 and the existing Sublease for the PREMISES between Kenosha Unified School District No. 1 and the Kenosha Post No. 21 of the American Legion. The LESSEE represents to the CITY that the LESSEE is a Wisconsin limited liability company in good standing and a Florida corporation in good standing and that all acts

which are a condition precedent entering into this Lease on behalf of Baseball Like It Oughta Be, LLC and Northwoods League, Inc. have timely taken place.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**

**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 _____, 2012, **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: _____

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

BY: _____
STEVEN W. SCHMITT, Member

Date: _____

STATE OF WISCONSIN) :SS.
DANE COUNTY)

Personally came before me this _____ day of _____, 2012, **STEVEN W. SCHMITT**, to me known to be a Member of **BASEBALL LIKE IT OUGHTA BE, LLC** and acknowledged to me that he executed the foregoing instrument as the Agreement of said limited liability company, by its authority.

Notary Public, Dane 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 _____, 2012, 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

**Legal Description
For Simmons Athletic Field**

Kenosha County Tax Parcel 06-123-07-154-001

All of the land, excepting street right-of-way, contained in a Warranty Deed from Simmons Company to The City of Kenosha, recorded in Volume 301, Page 380-385, Document 295189 on May 8, 1947 with the Kenosha County Register of Deeds Office and being described therein as:

"Part of the northeast quarter of section number seven (7), in town number one (1) north, of range number twenty-three (23) east of the fourth principal meridian, and particularly described as follows, to wit: Commence at the point on the east line of Sheridan Road (so-called), which is one thousand twenty-five (1025) feet north of the south line of said quarter section, and which point is also the southwest corner of the parcel of land conveyed to the party of the first part herein by deed of conveyance recorded in the office of the register of deeds for Kenosha county, Wisconsin, in volume 93 of Deeds, on page 84; thence east, parallel with the south line of said quarter section five hundred twenty (520) feet; thence north parallel with the east line of Sheridan Road four hundred fifty (450) feet; thence west parallel with the south line of said quarter section to the east line of Sheridan Road and to a point which is four hundred fifty (450) feet north of the place of beginning; thence south along the east line of Sheridan Road four hundred fifty (450) feet to the point of beginning, and lying and being in the city of Kenosha, county of Kenosha and state of Wisconsin."

ALSO;

All of the land, excepting street right-of-way, contained in a Warranty Deed from Charles A. Lepp, Trustee to The City of Kenosha, recorded in Volume 494, Page 212-213, Document 397259 on October 3, 1958 with the Kenosha County Register of Deeds Office and being described therein as:

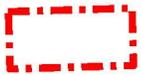
"Part of the Northeast Quarter of Section Seven (7), Town One (1) North, Range Twenty-three (23) East of the Fourth Principal Meridian, and more particularly described as follows: Beginning at a point on the West line of said Quarter Section which point is 1475.00 feet North, as measured along and upon said West line, of the South line of said Quarter Section; thence North, along and upon said West line of said Northeast Quarter Section, 40.02 feet; thence South 88° - 02' East, 637.29 feet; thence South 10° - 25' East, 501.40 feet along and upon the West line of the Chicago and North Western Railway Company Right-of-Way; thence North 88° - 02' West, 208.00 feet; thence North 450.00 feet; thence North 88° - 02' West, 520.00 feet and to the point of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin."

The above all being subject to easements and restrictions of record.

BASEBALL LIKE IT OUGHTA BE FUNDED PROJECTS	
Simmons Field Improvements	
Project:	Cost:
Phase 1	
Demolition	\$25,000
Concession Stand Upgrades	\$24,860
Merchandise Stand buildout in clubhouse bldg	\$13,465
Office building/ ticket booth exterior updates	\$8,250
Netting reconstruction	\$5,000
Stain stamped concrete brick wall	\$5,000
Install & provide 4 top tables	\$18,700
Grandstand (seat install, aesthetic work, sandblasting, etc)	\$61,687
Design costs	\$15,000
Phase 1 total:	\$176,962
Phase 2 (by May 1 2014)	
Outfield fence - cover with plywood	\$10,000
Field Updating and Maintenance	\$10,000
Scoreboard	\$10,000
Painting	\$8,250
Concessions Updgrades	\$35,140
Total Cost:	\$250,352

CITY OF KENOSHA FUNDED PROJECTS - \$750,000 Budget Simmons Field Improvements
Project:
Phase 1
Purchase 1,880 Camden Yards Stadium Seats
30" tall stamped concrete field perimeter fence
30" tall vinyl coated chain link field perimeter fence
2 New Dugouts
Four top table seating surface - two tiers & site concrete work
Stadium Light Upgrade/repair
Phase 2
New Grandstands - 1b & 3b side concrete bleachers - 1,400 seats
Site Concrete/install red brick pavers for walkways
Main Entrance
Back Entrance
1B exterior fence
3b side exterior fence
Contingency Items:
<i>To be executed if the entire \$750,000 budget isn't spent on above items.</i>
Right field berm
Design Costs
Cupholders
Landscaping work
Digital Secondary Scoreboard

Vicinity Map
Simmons Athletic Field



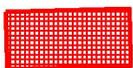
Property Boundary



Ameritech Easement Area

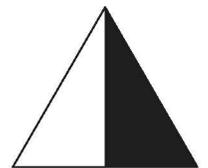


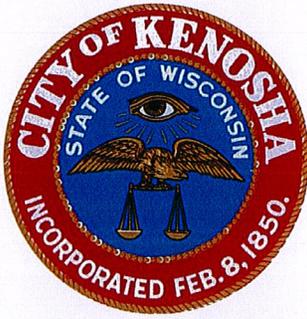
Kenosha Achievement Center Easement Area



U.S. Cellular Easement Area

NORTH





Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

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

December 6, 2012

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Cc: Park Commissioners
Michael M. Lemens, Director of Public Works

Subject: ***Park Fee Report***

BACKGROUND INFORMATION

The City of Kenosha Park Division requested that an analysis of the current Park Division User Fees be analyzed and recommendations made. Attached is a revised copy of the report describing the current uses and fees, comparisons of surrounding municipalities similar in size and amenities and recommendations to the fees that are shown in the Approved 2013 Operational Budget.

RECOMMENDATION

Receive and File



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent.

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

C-4

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

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

December 7, 2012

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. SB
Director of Engineering / City Engineer

Subject: **2013 Proposed Fees**

BACKGROUND INFORMATION

The Department of Public Works – Engineering Division completed the analysis of the 2012 fees as requested in 2012. Based on the study, Engineering and Park Division Staff recommends fee changes to the following rentals: picnic shelters, building, band shell, athletic fields and courts, pools, showmobile, weddings, and the golf course. Attached is the proposed 2013 fees and policies for all park rentals.

RECOMMENDATION

Approve the 2013 Fees and Policies to being as of January 1, 2013.

**CITY OF KENOSHA PARK DIVISION
2013 FEES AND CHARGES**

PICNICS

PICNICS		
PARK FACILITY OR USE	DEPOSIT	FEES (Includes Electric, Water where available)
Daily Fee		\$100.00-City of Kenosha Resident \$125.00 - Non-Resident
Beer Permit		\$25.00
Cancellation Fee		\$50.00
Cleanup Fees		\$50.00 per hour/per man

Picnic Locations (larger areas):

PARK	BEER	MUSIC	SHELTER	ELEC.	Restrooms	Water
Alford #6 - North	Yes	Yes	Yes	Yes	Yes	Yes
Alford #6 - South	Yes	Yes	Yes	Yes	Yes	Yes
Anderson Park #1 – east of pool	No	No	Yes	Yes	Yes	No*
Anderson Park #2 – west of pool only available July and August	No	No	Yes	Yes	Yes	Yes
Hobbs Park	No	No	Yes	Yes	Portable	No
Kennedy Park	Yes	No	No	Yes	Yes	Yes
Lincoln Park – Area on 18 th – no building & subject to availability	No	No	Yes	Yes	Yes	Yes
Nash Park	No	No	Yes	Yes	Yes	Yes
Poerio Nature Center	No	No	Yes	Yes	Yes	Yes
Poerio Park (next to playground/ball fields)	No	No	Yes	Yes	Yes	Yes
Simmons Island Park (on drive)	No	No	Yes	Yes	Yes	No
Roosevelt Park	No	No	Yes	Yes	Yes	Yes
Washington Park #2 (22 nd Ave/41 st St)	Yes	Yes	Yes	Yes	Yes	Yes
Washington Park #1 (between pool and velodrome)	Yes	Yes	Yes	Yes	Yes	Yes

* Use Pool Restrooms

CITY OF KENOSHA PARK DIVISION

2013 FEES AND CHARGES

PICNICS

For Baker and Southport Park		
PARK FACILITY OR USE	DEPOSIT	FEES
Daily Fee		\$75.00 City of Kenosha Resident \$100.00 Non-Resident
Cancellation Fee		\$50.00
Cleanup Fees		\$50.00 per hour/per man

NOTES:

- No fermented malt beverages are allowed
- No Amplified Music
- Small Shelter
- Electric is not available
- Portable Restroom at Southport Park

PICNIC RULES AND REGULATIONS

1. Picnic permits are available from May 1st through September 30th only. No tentative reservations are accepted. Full payment must be paid in person at the time of reservation. This can be done at the Department of Public Works located at 625 - 52nd Street Room 305. If reservation/payment is made less than 30 days prior to the event, fees must be paid in full, cash only.
2. NO reservations will be accepted less than 7 days prior to the requested date. If the area is not reserved it will be available on a first come basis. However, no beer permit will be issued; electricity and restrooms will not be available. Also, beer permits are only issued with picnic permits (to those parks that allow beer consumption). Since picnic permits are only available from May 1st through September 30th, no beer permits are available outside those dates.
3. Cancellation Policy: Cancellations must be made 30 days prior to the rental date to receive a full refund less an administrative fee of \$50.00. There will be no refunds less than 30 days prior to the rental date.
4. Reservations: Reservations are accepted beginning the first working day in January of each year. You must do so in person and full payment is due at that time.
5. Picnics will not be permitted at Lincoln Park Concession Building when other park events are taking place, such as for tournaments, football, soccer or softball games.
6. ~~Hobbs and~~ Southport Parks: There are no indoor restroom facilities available for public use. A portable unit will be placed at the sites during the months of June thru August.
7. The application must be signed by an adult 18 years of age (21 years of age or older if reservation includes a beer permit) who will be in attendance and who will assume full responsibility for group use. The adult signing the reservation form is the duly authorized representative for all damage, missing items and cleanup.
8. Dates and hours on the reservation form must include set-up, take-down and cleaning time.
9. DJ music is allowed in a few areas; DJ must be shut down by 9:30 pm. It is the responsibility of the group reserving the facility to keep the noise level acceptable so as not to annoy or disturb the surrounding area of the park. Noise must be directed away from residential homes. **NO BANDS ARE ALLOWED AT PICNIC SITES WITHOUT THE APPROVAL OF THE BOARD OF PARK COMMISSIONERS.**
10. Glass beverage containers are prohibited within the parks.
11. Right of Denial: The Park Division reserves the right to deny the use of any facility to a person and/or group for good reason. Examples: A conflict with planned or ongoing facility use, lack of personnel to prepare facilities, a known history of disruptive or undesirable conduct by the person and/or group.

**CITY OF KENOSHA PARK DIVISION
2013 FEES AND CHARGES**

ANDERSON AND WASHINGTON PARK POOLS

POOL FEES

Children (2 and under/maximum 3 children)	Free with paid adult	Adult must care for children while in and out of the pool
Children (3 - 17)	\$4.00 per person	
Adults (Ages 18 - 59)	\$5.00 per person	\$2.00 - non swimming
Adults (60 and over)	\$3.00 per person	
Group Rates/Birthday Parties – In writing to Pool Supervisor with number of children, ages, how many chaperone's and the date/time.	\$3.00 per person Ratio of children to adults 6:1 Ratio of children under 6 to adults 3:1	During regular swimming hours, prearranged & prepaid up to two hours, group leader responsible for general control
Locker Fees	\$.50 per locker	

POOL HOURS

Dates, Hours and Closures are subject to change

CLOSED ON EVERY MONDAY AND THE 4TH OF JULY

June: 12 Noon – 5:45 pm (Tuesday - Sunday)

July and August (week days Tuesday – Friday) 12 Noon – 7:45 pm

July and August (Saturday and Sunday) 12 Noon – 5:45 pm

Tentative Dates: June 8 – August 18, 2013

POOL SEASON PASSES:

EARLY BIRD DISCOUNT			AFTER POOL OPENS	
<i>Type of Pass</i>	<i>Resident</i>	<i>Non Resident</i>	<i>Resident</i>	<i>Non Resident</i>
Single	\$55.00	\$60.00	\$60.00	\$75.00
Group (up to 5)	\$115.00	\$180.00	\$120.00	\$185.00
Additional on Group Pass per person – maximum 3	\$15.00	\$20.00	\$20.00	\$25.00
Replacement passes	\$10.00	\$10.00	\$10.00	\$10.00

“NEW” SWIM COUPONS

CHILD: \$15.00 for 5 visits

ADULT: \$20.00 for 5 visits

**CITY OF KENOSHA PARK DIVISION
2013 FEES AND CHARGES**

**ATHLETIC FIELDS AND COURTS
Baseball, Softball, Football, Rugby, Lacrosse, Kickball and Soccer**

GENERAL ATHLETIC FIELDS

PARK FACILITY OR USE	DEPOSIT	LIGHTS	RENTAL
Practice Fields	\$0.00	\$30.00 per field	\$10.00 for 2 hours
Baseball, Softball, Soccer, Lacrosse, Rugby, Kickball Game Fees (Includes initial field preparation)	\$50.00	\$30.00 per field	\$50.00 per field (limit 3 hours per game)
Tournaments: Baseball, Softball & Kickball CANCELLATION FEES If canceled prior to turning in the schedule (10 days in advance) – the deposit and rental fee will be returned less a \$100.00 cancellation fee. If there is a no-show when the tournament begins and there was no previous notice – no deposit or fees will be refunded.	\$200.00	\$30.00 per field	\$125.00 per day/per field. (Kenosha County organizations) \$300.00 per day/per field (Non-County Organizations) This includes the initial preparation of the diamonds <u>3 games or less on each diamond</u> \$75.00 per day/per field (Kenosha County organizations) \$200.00 per day/per field for Non County Organizations
Tournaments: Soccer, Lacrosse, Rugby	\$200.00	No lights at Anderson Park	\$75.00 per day/per field - Includes initial preparation for Regional or State events \$50.00 per day/per field for Local Organizations
Additional Preparation/Staff	If additional preparation and/or staff is requested during the tournament - Charges will be billed for each man hour - \$50.00		
Fence Installation	If fencing is required - the organization will be billed for the cost of material and labor.		
Clean up/Field damage/Repairs	Deposit will be credited towards these costs – Cost above the deposit will be billed to the organization. Charges are \$50.00 per hour/per man		

NOTE: Schedule and full payment must be received prior to the start of the season. Please read the Rules and Regulations for policy information.

ATHLETIC RULES AND REGULATIONS
FOR GAMES AND TOURNAMENTS

1. The Park Division holds the right to schedule field usage at their discretion.
2. All organizations, groups and/or individuals will be required to submit their schedules and full payment for the upcoming season no later than March 1. An appointment must be made with the Athletic Clerk to review the schedule and accept payment. **There will be no tentative schedules accepted for a field (except for tournaments).** Schedules will NOT be considered if the previous year's fees have not been paid.
3. Tentative schedules for organizations that have an agreement with the City will be accepted, as they have priority of those fields.
4. All organizations, groups and/or individuals that reserve all fields at one facility for a tournament will have concession rights, except at fields of those organizations that have an agreement with the City. Permittees may contact the organization that has an agreement with the City regarding handling the concessions. The permittee may be allowed to bring in their own concessionaire, however, the unit must be self-contained. If permittee chooses to bring in their own concessionaire, permittee must obtain a vending permit from the Kenosha County Health Department.
5. All Tournament games that receive field prep from the City will start no earlier than 8:00am and conclude by 10:00pm. **No Exceptions.** Requests can be submitted one year in advance.
6. Schedules **must** be provided to the Park Division a **minimum of 10 days** prior to the tournament start date.
7. Game lights **must** be turned off no later than one-half hour following the conclusion of the game, but no later than 10:30 pm
8. All organizations, groups and/or individuals are prohibited from the use of motorized equipment in the preparation or maintenance of any city athletic field unless authorized by the Superintendent of Parks. All hand tools (rakes, shovels and chalkers that are brought in by the organization) may be used for routine field maintenance between games.
9. Cleanup: Organizations, groups and/or individuals must clean up the entire area after each game or tournament (tournaments may provide a dumpster). If the Park Division is required to clean the area, the organization, group or individual will be charged a fee of \$50.00 per hour/per man. If this fee is not paid within 30 days of billing, all remaining games and/or tournaments will be canceled. Organizations that have an agreement with the City and that operate concession stands on a regular basis, will be **required** to provide a dumpster. Said organization shall provide the dumpster at their cost and are also responsible for removal of the trash. The Park Division will identify the location for a dumpster at the facility.
10. Diamond Dry: 2 bags will be used per field for normal field preparation by the City. Additional bags requested (not to exceed an additional 3 bags per field) will be billed at \$15.00 per bag.
11. Field closure for the season will be determined by the Park Division. The closures will be subject to change regarding the field and date each year.
12. Each athletic field will be considered as a separate facility and have individual use restrictions.
13. Field conditions may dictate relocation or denial of field use. Measurable amounts of rain within 24 hours of practice/games will cancel those activities. Knowledge of a group playing on and damaging turf will result in the immediate cancellation of that permit. No refund will be granted and damages will be billed to the organization. The Park Superintendent or his designee shall make the final decision to cancel games, in the event of inclement weather, to prevent damage to the fields.

14. Rain-outs and postponements must be rescheduled through the Park Division. The rescheduling of rain-outs or postponements will be mutually agreed upon between the Park Division and organization.
15. Permits are not transferable.
16. Permittees are only to use those fields and times specifically designated on the Field Use Permit. There may be another group following your game, so it is essential that the field is vacated by the scheduled ending time.
17. Profanity and/or un-sportsman like conduct is grounds for revocation of the permit.
18. Fermented Malt Beverages: The sale of fermented malt beverages, if the park is designated as such, are to remain within the established tournament fence boundaries. Security guard (21 years or older) shall be stationed at all entrances/exits during the entire event to prevent the removal of fermented malt beverages from the fenced park area. **Fermented malt beverages shall not be sold after 9:00 pm.** Organizations are responsible for obtaining a Class "B" permit from the City Clerk once permission is granted by the Board of Park Commissioners. A copy of the permit must be submitted to the Park Division at least seven (7) days prior to the event. **A permit to sell or consume fermented malt beverages does not include parking lots of any facility.**
19. Noise: Use of a sound system shall be limited to the necessary operations and announcement as related to tournament play. Amplification of equipment shall be pretested and set as approved by the Park Superintendent or his designee, at a conforming and acceptable noise level for the duration of the event. Such noise level shall be set according to the Code of General Ordinances, Chapter XII "Noise Control" as outlined and enforced by the Police and Health Departments. **Sound system shall not be used between the hours of 10:00pm - 8:00am.**
20. Any signage and/or banners placed at the site must have approval by the Board of Park Commission a minimum of 30 days prior to the event. All materials must be removed upon completion of the event .
21. Youth Group Definition: An organization whose primary goal is to provide services, programs or activities for children under the age of 18.
22. All organizations are required to make sure the field, dugout and stand areas have been cleared of all trash. A fee of no more than \$50.00 will be assessed to the organization that violates this policy.
23. Cancellation Policy: If a tournament is canceled prior to turning in the schedule (10 days in advance) the deposit will be refunded along with the rental fee, less \$100.00. If there is a no-show when the tournament begins with no previous advance notice, no deposit or fees will be refunded.
24. IF AN ORGANIZATION, GROUP OR INDIVIDUAL IS FOUND TO BE IN VIOLATION OF THE RULES AND REGULATIONS IN THIS POLICY OR WITH THE GENERAL CODE OF ORDINANCES, THE PERMIT IS SUBJECT TO CANCELLATION.

I HAVE READ THE ABOVE RULES AND REGULATIONS FOR 2013:

SIGNATURE

DATE

ORGANIZATION

SHAREPARKS.ADMIN/FEES 2013

**CITY OF KENOSHA PARK DIVISION
2013 FEES AND CHARGES**

TENNIS COURTS

PARK FACILITY OR USE	RENTAL
Daily/court	\$5.00/per two hours

Lights Offered at These Tennis Courts:

60th Street Court - 2 courts
4810 - 60th Street
Kenosha, WI 53140

Lincoln Park - 4 courts
7001 - 22nd Avenue
Kenosha, WI 53143

Pennoyer Park - 3 courts
3601 - 7th Avenue
Kenosha, WI 53140

Roosevelt Park - 1 court
6815 - 34th Avenue
Kenosha, WI 53142

Washington Park - 1 court
1821 Washington Road
Kenosha, WI 53140

Non-Lighted Tennis Courts

Gangler Park - 2 courts
6701 - 82nd Street
Kenosha, WI 53142

CITY OF KENOSHA PARK DIVISION

2013 FEES AND CHARGES

SPECIAL EVENTS		
PARK FACILITY OR USE	DEPOSIT	RENTAL
General Park Areas/per day (i.e. Art Fair, Car Show, etc.)	\$150.00	\$100.00 per day with additional labor and equipment charges based on needs of the Permittee. \$125.00/per day Availability based on the Velodrome Association Schedule
Velodrome	\$150.00	

EQUIPMENT - City Owned Properties & Events		
	DEPOSIT	RENTAL
Benches/10 per unit – includes delivery	\$50.00	\$30.00 per unit
Bleachers per unit (1) – includes delivery	\$50.00	\$100.00
Picnic Tables/5 per unit – includes delivery	\$50.00	\$75.00 per unit
Reviewing Stands per section – includes delivery	\$50.00	\$100.00
Barricades/10 per unit – includes delivery		\$30.00 per unit
Fencing – Snow – delivery (installation charged at labor costs)		\$20 per 50 feet
Fencing – Portable – for Beer Gardens – delivery (installation charged at labor costs)		\$75.00
Additional Preparation and/or staff requested		\$50.00 per man hour
Showmobile – includes delivery and setup during normal work hours		
OLD SHOWMOBILE	\$150.00	\$250.00 per day
NEW SHOWMOBILE	\$150.00	\$250.00 per day
Direct labor costs for setup and removal after work hours.		\$50.00 per man/per hour

1. Requests for equipment are subject to availability.
2. Any damage to equipment during the event, the organizer will be charged.

**CITY OF KENOSHA PARK DIVISION
2013 FEES AND CHARGES
BUILDINGS**

ORIBILETTI CENTER - Lincoln Park (MLK Drive)		
PARK FACILITY OR USE	DEPOSIT	RENTAL
Daily Use	\$300.00 (any event with an approved beer permit or more than 4 hours) \$100.00 (event with no beer permit and 4 hours or less)	\$50.00 per hour – Resident \$75.00 per hour - Non-Resident
Cancellation Fee		\$50.00
Beer Permit		\$25.00

CONCESSION BUILDINGS – Forest Park , Lincoln Park, Washington Park (MINIMUM 3 HOUR RENTAL)		
PARK FACILITY OR USE	DEPOSIT	RENTAL
Daily Use	\$150.00	\$20.00 per hour – Resident & Non-Profit Organizations \$45.00 per hour – Non-Resident
Cancellation Fee		\$50.00

NOTE: This is not an indoor facility. This building is part of the picnic area and is to be used for serving concessions only. No cooking or refrigeration available.

PARK BUILDING RULES AND REGULATIONS

1. "Park Use Agreement" form to be filed and all fees in full paid at the time of reservation. Credit and debit cards are not accepted.
2. A "Park Use Agreement" for events where no alcohol will be present can be issued to applicants 18 years of age or older. A "Park Use Agreement" for events involving alcoholic beverages will only be issued to applicants 21 years of age or older.
3. Maximum occupancy for event is posted in each building and must be adhered to at all times. Exceeding occupancy limits will result in termination of the event.
4. Changes, alterations, or defacement of property to any facility, its furnishings or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost of repair including labor, or replacement to restore furnishings or equipment to its original condition. Until full payment for damage is received, the City shall have the right to deny future application without any stated cause.
5. Beer permits will be issued only for approved events where fermented malt beverages are being served with the approval of the Park Superintendent or his designee. Permit is for consumption only; the sale of fermented malt beverages is prohibited. Organizations/ individuals that have received a fermented malt beverage permit will be required to have an adult over the age of 21 present at all times and have designated security personnel to ensure that no fermented malt beverages are taken outside the building. The permittee is responsible for all fees related to security personnel and equipment. Consumption of fermented malt beverages is prohibited after 9:30 PM. No fermented malt beverages are allowed outside of the building.
6. If additional staff is required for the event, a direct charge will be billed to the organization/individual.
7. There is a two-hour minimum rental Monday through Thursday, four-hour minimum rental Friday through Sunday for the Oribiletti Center. There is a 3 hour minimum rental for the Concession Buildings.
8. Cancellation Policy: The City of Kenosha Park Division requires a minimum of 30 days notification of any rental cancellation. A \$50.00 fee will be charged for any cancellations. All fees will be forfeited if event is canceled without minimum notification.
9. Forfeiture of all fees including deposit will result if any of the following occurs:
 - a. Facility damage beyond normal use.
 - b. Excessive maintenance is required following use.
 - c. Any act by the applicant and/or applicant's group requires police action.
 - d. Cancellation of an event in progress due to violation of City policies, rules, or regulations governing such usage.
10. The kitchen at Southport Beach House is solely a warming kitchen and cannot be used for meal preparation. There are no kitchen facilities at the Baker building or the Oribiletti Center.
11. Building doors are to be kept closed at all times. DO NOT PROP OPEN.
12. Music must be turned off at 9:30 PM. Beer permits expire at 9:30 PM. Event must end and guests must leave the building/park no later than 10:00 PM. The user group that is cleaning the facility must vacate the building (including all personal items) no later than 10:30 PM.
- 13. Smoking or tobacco use is prohibited at all City facilities.**

14. Animals are not permitted in Park building facilities except for those that are used in aiding a person with a disability or for dog shows/events.
15. Possession of firearms and/or weapons is strictly prohibited.
16. There must be one adult supervisor (at least 21 years of age) for every 15 minors.
17. The building must be left in the same condition as when entered. Any damage/debris found upon arriving at the building must be reported to the Park Division immediately so that you are not charged. All tables and chairs must be returned to their original location. Tables must be wiped clean after usage. Floor must be swept if any debris has been dropped. Broom and dustpan will be provided.
18. Turn off all lights, check restrooms, and secure buildings when leaving.
19. The Park Division is not responsible for equipment or material owned by persons using the buildings. Such equipment may not be stored at the buildings without written permission from the Park Superintendent or his designee. The City is not responsible for lost or stolen items. The City is not responsible for any items delivered before, or left after an event.
20. The use of the name, address, or telephone number of the City of Kenosha Park Division as the address or headquarters of any group using a building is prohibited.
21. The announcements, press releases, fliers, etc., relating to meeting must clearly state the sponsoring agent's name and not the City of Kenosha Park Division.
22. The application must be signed by an adult who will be in attendance and will assume full responsibility for the group use of the facility. The adult signing the reservation form is a duly authorized representative for any and all damages, missing items, and clean up. The applicant must be the individual in charge of the event and must be in attendance throughout the duration of the event. In addition, the applicant must verify all conditions are met and acceptable on the "Park Use Agreement" form at the conclusion of the event, including cleanup.
23. Dates and hours on the reservation form must include setup, take-down, and cleaning time.
24. **RIGHT OF DENIAL:** The Park Division reserves the right to deny the use of any facility to a person and/or group for good reason. Examples: A conflict with planned or ongoing facility use; lack of personnel to prepare facilities; a known history of disruptive or undesirable conduct by the person and/or group.

**CITY OF KENOSHA PARK DIVISION
2013 FEES AND CHARGES
SOUTHPORT BEACHHOUSE**

SOUTHPORT BEACHHOUSE		
PARK FACILITY OR USE	DEPOSIT	RENTAL
Daily rate	\$300.00 (any event with a beer permit or more than 4 hours)	<i>City of Kenosha Resident</i> \$50.00 per hour
	\$100.00 (event with no beer permit and 4 hours or less)	<i>Non City of Kenosha Resident</i> \$75.00 per hour
Beer Permit (if applicable) See Item #1 in the Rules and Regulations		\$25.00
Cancellation Fee		\$50.00

RESTRICTIONS:

- No rental prior to 10:00 am without prior approval from the Park Superintendent or his designee.

PARK BUILDING RULES AND REGULATIONS

1. "Park Use Agreement" form to be filed and all fees in full paid at the time of reservation. Credit and debit cards are not accepted.
2. A "Park Use Agreement" for events where no alcohol will be present can be issued to applicants 18 years of age or older. A "Park Use Agreement" for events involving alcoholic beverages will only be issued to applicants 21 years of age or older.
3. Maximum occupancy for event is posted in each building and must be adhered to at all times. Exceeding occupancy limits will result in termination of the event.
4. Changes, alterations, or defacement of property to any facility, its furnishings or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost of repair including labor, or replacement to restore furnishings or equipment to its original condition. Until full payment for damage is received, the City shall have the right to deny future application without any stated cause.
5. Beer permits will be issued only for approved events where fermented malt beverages are being served with the approval of the Park Superintendent or his designee. Permit is for consumption only; the sale of fermented malt beverages is prohibited. Organizations/ individuals that have received a fermented malt beverage permit will be required to have an adult over the age of 21 present at all times and have designated security personnel to ensure that no fermented malt beverages are taken outside the building. The permittee is responsible for all fees related to security personnel and equipment. Consumption of fermented malt beverages is prohibited after 9:30 PM. No fermented malt beverages are allowed outside of the building.
6. If additional staff is required for the event, a direct charge will be billed to the organization/individual.
7. There is a two-hour minimum rental Monday through Thursday, four-hour minimum rental Friday through Sunday.
8. Cancellation Policy: The City of Kenosha Park Division requires a minimum of 30 days notification of any rental cancellation. A \$50.00 fee will be charged for any cancellations. All fees will be forfeited if event is canceled without minimum notification.
9. Forfeiture of all fees including deposit will result if any of the following occurs:
 - a. Facility damage beyond normal use.
 - b. Excessive maintenance is required following use.
 - c. Any act by the applicant and/or applicant's group requires police action.
 - d. Cancellation of an event in progress due to violation of City policies, rules, or regulations governing such usage.
10. The kitchen at Southport Beach House is solely a warming kitchen and cannot be used for meal preparation. There are no kitchen facilities at the Baker building or the Oribiletti Center.
11. Building doors are to be kept closed at all times. DO NOT PROP OPEN.
12. Music must be turned off at 9:30 PM. Beer permits expire at 9:30 PM. Event must end and guests must leave the building/park no later than 10:00 PM. The user group that is cleaning the facility must vacate the building (including all personal items) no later than 10:30 PM.
- 13. Smoking or tobacco use is prohibited at all City facilities.**

14. Animals are not permitted in Park building facilities except for those that are used in aiding a person with a disability or for dog shows/events.
15. Possession of firearms and/or weapons is strictly prohibited.
16. There must be one adult supervisor (at least 21 years of age) for every 15 minors.
17. The building must be left in the same condition as when entered. Any damage/debris found upon arriving at the building must be reported to the Park Division immediately so that you are not charged. All tables and chairs must be returned to their original location. Tables must be wiped clean after usage. Floor must be swept if any debris has been dropped. Broom and dustpan will be provided.
18. Turn off all lights, check restrooms, and secure buildings when leaving.
19. The Park Division is not responsible for equipment or material owned by persons using the buildings. Such equipment may not be stored at the buildings without written permission from the Park Superintendent or his designee. The City is not responsible for lost or stolen items. The City is not responsible for any items delivered before, or left after an event.
20. The use of the name, address, or telephone number of the City of Kenosha Park Division as the address or headquarters of any group using a building is prohibited.
21. The announcements, press releases, fliers, etc., relating to meeting must clearly state the sponsoring agent's name and not the City of Kenosha Park Division.
22. The application must be signed by an adult who will be in attendance and will assume full responsibility for the group use of the facility. The adult signing the reservation form is a duly authorized representative for any and all damages, missing items, and clean up. The applicant must be the individual in charge of the event and must be in attendance throughout the duration of the event. In addition, the applicant must verify all conditions are met and acceptable on the "Park Use Agreement" form at the conclusion of the event, including cleanup.
23. Dates and hours on the reservation form must include setup, take-down, and cleaning time.
24. **RIGHT OF DENIAL:** The Park Division reserves the right to deny the use of any facility to a person and/or group for good reason. Examples: A conflict with planned or ongoing facility use; lack of personnel to prepare facilities; a known history of disruptive or undesirable conduct by the person and/or group.

**CITY OF KENOSHA PARK DIVISION
2013 FEES AND CHARGES**

SESQUICENTENNIAL BAND SHELL (Pennoyer Park)

PARK FACILITY OR USE	DEPOSIT	RENTAL
Pennoyer Park Bandshell	\$150.00	\$100.00/per day – Non-Profit Organizations \$200.00/per day - Resident \$225.00/per day - Non-Resident
Concession stand (each)		\$10.00 (Electric included)
Cancellation Fee		\$50.00

PARK RULES AND REGULATIONS

1. "Park Use Agreement" form to be filed and all fees in full paid at the time of reservation. Credit and debit cards are not accepted.
2. A "Park Use Agreement" for events where no alcohol will be present can be issued to applicants 18 years of age or older. A "Park Use Agreement" for events involving alcoholic beverages will only be issued to applicants 21 years of age or older.
3. Changes, alterations, or defacement of property to any facility, its furnishings or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost of repair including labor, or replacement to restore furnishings or equipment to its original condition. Until full payment for damage is received, the City shall have the right to deny future application without any stated cause.
4. Beer permits will be issued only for approved events where fermented malt beverages are being served with the approval of the Park Superintendent or his designee. Permit is for consumption only; the sale of fermented malt beverages is prohibited. Organizations/ individuals that have received a fermented malt beverage permit will be required to have an adult over the age of 21 present at all times and have designated security personnel to ensure that no fermented malt beverages are taken outside the facility. The permittee is responsible for all fees related to security personnel and equipment. Consumption of fermented malt beverages is prohibited after 9:30 PM. No fermented malt beverages are allowed outside of the facility.
5. If additional staff is required for the event, a direct charge will be billed to the organization/individual.
6. Cancellation Policy: The City of Kenosha Park Division requires a minimum of 30 days notification of any rental cancellation. A \$50.00 fee will be charged for any cancellations. All fees will be forfeited if event is canceled without minimum notification.
7. Forfeiture of all fees including deposit will result if any of the following occurs:
 1. Facility damage beyond normal use.
 2. Excessive maintenance is required following use.
 3. Any act by the applicant and/or applicant's group requires police action.
 4. Cancellation of an event in progress due to violation of City policies, rules, or regulations governing such usage.

8. The Park Division is not responsible for equipment or material owned by persons using the buildings. Such equipment may not be stored at the buildings without written permission from the Park Superintendent or his designee. The City is not responsible for lost or stolen items. The City is not responsible for any items delivered before, or left after an event.
9. The use of the name, address, or telephone number of the City of Kenosha Park Division as the address or headquarters of any group using a facility is prohibited.
10. The announcements, press releases, fliers, etc., relating to meeting must clearly state the sponsoring agent's name and not the City of Kenosha Park Division. Any signage will require prior approval of the Board of Park Commissioners.
11. The application must be signed by an adult who will be in attendance and will assume full responsibility for the group use of the facility. The adult signing the reservation form is a duly authorized representative for any and all damages, missing items, and clean up. The applicant must be the individual in charge of the event and must be in attendance throughout the duration of the event. In addition, the applicant must verify all conditions are met and acceptable on the "Park Use Agreement" form at the conclusion of the event, including cleanup.
12. Dates and hours on the reservation form must include setup, take-down, and cleaning time.
13. **RIGHT OF DENIAL:** The Park Division reserves the right to deny the use of any facility to a person and/or group for good reason. Examples: A conflict with planned or ongoing facility use; lack of personnel to prepare facilities; a known history of disruptive or undesirable conduct by the person and/or group.

WEDDINGS		
PARK FACILITY	FEE – 2 Hours	FEE – 3 Hours
Lincoln and Wolfenbittel Parks	\$50.00 Resident \$75.00 Non-Resident \$25.00 Non-Profit Organizations	\$75.00 Resident \$100.00 Non-Resident \$40.00 Non-Profit Organizations
Cancellation Fee	\$50.00	\$50.00

WEDDING RULES AND REGULATIONS

1. Weddings:
 - a. Permits are for a maximum of 3 hours. Scheduled 1/2 hour between each event.
 - b. Arts and Flowers event is held in late July. Weddings permitted on Saturday. There will be equipment for the event in the area.
 - c. Rotary Softball Tournament is held the second/third weekend in July
 - d. **No guarantee on date of flowers being planted or removed.**

2. Wedding permits must be paid in full when making reservation. If reservation and payment is less than 30 days prior to the event fees must be paid in cash only.

3. NO reservations will be accepted less than 10 days prior to the requested date. If the area is not reserved it will be available on a first come basis. However, no electricity will be available.

4. Cancellation Policy: Cancellations must be made 30 days prior to the rental date to receive a full refund less an administrative fee of \$50.00. There will be no refunds less than 30 days prior to the rental date.

5. Reservations: Wedding reservation may be taken up to one year in advance for the period of June 1 – September 30, with payment at the time of reservation.

6. The application must be signed by an adult (18 years of age or older) who will be in attendance and who will assume full responsibility for group use. The adult signing the reservation form is the duly authorized representative for all damage, missing items and cleanup.

7. Hours on reservation form must include set-up and take-down, including any chairs/tents.

8. Right of Denial: The Park Division reserves the right to deny the use of any facility to a person and/or group for good reason. Examples: a conflict with a planned or ongoing facility use; lack of personnel to prepare facilities; a known history of disruptive or undesirable conduct by the person and/or group.

2013 FEES FOR THE WASHINGTON PARK MUNICIPAL GOLF COURSE**ADULTS (18 – 54)**

	Fee
Weekdays	\$11.50
Weekends/Holidays	\$12.00

SENIORS 55+ /DISABLED

	Fee
Season Pass	\$30.00
Without Pass	\$10.00
With Pass	\$8.00

NOTE: Senior/Disabled passes may be used for a reduced rate during the following times:

Monday thru Friday (all day)

Saturday before 8:00 am and after 3:00 pm

Sunday before 7:00 am and after 3:00 pm

JUNIORS (17 AND UNDER)

	Fee
At all times	\$6.50

CITY OF KENOSHA EMPLOYEE

	Fee
Weekdays	\$8.00

GREEN FEE PUNCH CARD (10)

Fee
\$100.00

EQUIPMENT RENTAL 9 HOLES

	Fee
Gas Car (One Person) Per Person	\$8.50
Gas Car (Senior/Disabled) Per Person	\$6.50
Pull Carts	\$3.00
Golf Clubs/ Adult and Seniors	\$5.00
Golf Clubs/Juniors (rental of Adult Clubs)	\$3.50
Jr. Golf Clubs "Sticks and Kids Program" if available	No Charge
Gas Car Punch Card (10)	\$75.00

EARLY BIRD, TWILIGHT & FALL SPECIALS

	Fee
Green Fee – 9 Holes	\$8.25
Gas Car (2 Person)	\$13.00
Gas Car (1 Person) Per Person	\$6.50

Early Bird: Monday thru Sunday 5:00 am until 8:00 am

Twilight: Monday thru Sunday 6:00 pm until Dark

No player under the age of 7 allowed on the course

Players under the age of 10 must be accompanied by an adult/guardian – a minimum of 16 years of age

To rent a cart, you must have a valid drivers license and be 18 years of age or older.

CITY OF KENOSHA PARK DEPARTMENT

2013 FEES AND CHARGES

PERMITS/FORESTRY

	AMOUNT
Firewood (approximately 3 - 4 cords per order) City of Kenosha Residents Only Available on a limited basis – No guarantee of a delivery date.	\$100.00
Wood Mulch (more or less 10 cubic yards) City of Kenosha Residents Only Available on a limited basis – No guarantee of a delivery date	\$50.00
Tree Planting Program - One tree (Sales tax is 5.5% inclusive)	\$25.00 - Replacement \$100.00 – New
Tree Protection Permit (includes plan review and site visits)	\$100.00

Tree Planting Program

1. Replacements are trees that have been removed in the past 5 years
2. New Trees must in compliance with ordinances - City Forestry staff will determine if the location qualifies for a tree.
3. Orders will not be taken prior to the first working day of each January
4. Orders are on a first come, first serve basis until all trees are allocated.

Wood Mulch

Wood mulch is also available at the compost site on 88th Avenue for City of Kenosha residents only. There is no guarantee of availability.



Engineering Division
Shelly Billingsley, P.E.
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

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

December 7, 2012

To: Michael Orth, Chairman
Parks Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering/City Engineer

Subject: Change Requests

BACKGROUND INFORMATION

At the May 14, 2012 meeting the Commissioners agreed this item should appear on all future agendas. There are no change requests at this time.

RECOMMENDATION

Receive and file.

TO: Michael M. Lemens
Director of Public Works

FROM: Shelly Billingsley, P.E.
Director of Engineering / City Engineer



SUBJECT: Project Status Report

Project #10-1415 Lakefront Water Feature – Contractor is still working on punchlist items. All other work is complete.
[Camosy] (2)

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 #11-1415 CORP Implementations – Projects as outlined in the CORP and under the change requests have begun. (Citywide)

Project #11-1416 Petzke Park Mass Grading –Contractor is working on parking lot signage, pavement markings, and punchlist items. [BCF Construction] (1)

Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant) – Design work on the master plan implementation has begun. The property has been annexed from the Village of Bristol to the City. Additional work will be needed with the submittal of the draft FEMA maps. The property is impacted by a proposed Floodway that staff is currently researching for conversion to flood fringe. [SAA Design Group] (16)

Project #11-1419 Park Fee Study –A draft copy of the report has been submitted to the Park Commission. (Citywide)

Project #11-1421 Southport Beach House Restoration (Wisconsin Coastal Management Grant) – This project will be completed simultaneously with the Southport Park Master Plan. [Enberg Anderson] (12)

Project #11-1423 Southport Shoreline Repair –Staff has been issued the DNR permit for work to begin. (12)

Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant) –All construction was finished on October 26th. Veit is finishing up punch list items. [VEIT] (SWU) (1)

Project #11-1137 Pike River Monitoring (WI Coastal Management Grant) –Sampling has begun on the Pike River for dissolved oxygen, turbidity, conductivity, pH and E. coli; areas that may be sensitive to bacterial contamination; outfalls that drain into the Pike River or Lake Michigan within the City of Kenosha. The next step is to conduct wet weather based sampling. (SWU) (1 and 4)

Project #12-1414 Anderson Pool Modifications and Splash Pad –All equipment has been delivered, and Sherrer Construction has stated pouring concrete for the Splash Pad. The equipment room is nearly complete with the exception of installation of flow meters. Punch list items to follow as well as inspection from the county. [Scherrer] (9)

Project #12-1423 Sunrise Park Trail (DNR Stewardship Grant) / #12-1427 Sunrise Park Master Plan Implementation –All work except installation of the boardwalks and meter pit have been complete. The meter pit will be constructed on November 26th, and the boardwalk will be installed on November 28th. Punch list items will follow. . [BCF] (5)

Project #12-1420 Shagbark Trail (DNR Stewardship Grant) – Design work has begun. Staff is anticipating that the project will be bid in early part of 2013 for a spring construction [SAA Design Group] (10)

Project #12-1424 Southport Park Trail (DNR Stewardship Grant) –Staff is anticipating that this project will be put on hold until the Proposed Master Plan is completed [SAA Design Group] (12)

Project #12-1410 Tree Removal – The contract is in progress [Droprite] (Citywide)

Project #12-1133 Tree Pruning – The contract is in progress. [Trees R Us] (Citywide)

Project #12-1412 Tree Planting – The contract is in progress [Paul Swartz] (Citywide)

Project #12-1431 Southport Park Master Plan – The Consultant is putting the final draft document together for Park Commission Review. [SAA Design Group] (9)

Project #TBD Museum Fountain – Punchlist Items remaining. [Badger Pools] (2)

Project #12-1430 Alford Park Warehouse Demolition – [Earth Construction] Project is scheduled to begin December 12th for the razing of the walls to basement grade. If weather allows the contractor will continue to remove the basement slab otherwise project will be secured and finalized in the spring.(1)

Project #12-1421- Simmon's Island Phase I and Boardwalk [SAA Design Group] The consultant is beginning to develop plans and specifications. (DNR Stewardship Grant) (2)

Project #12-1432 - Peorio Park Trail [SAA Design Group] The consultant is beginning to develop plans and specifications (DNR Stewardship Grant) (1 and 4)

Southport Shoreline Repair – [Streets Division] – The shoreline that was damaged during the windstorm has been repaired and temporary fencing has been removed.

Design Work- Staff is working on the following projects:

Revisions to the Google Map, and miscellaneous specifications for direct purchase items as outlined in the CORP for 2012.