

CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Meeting Minutes – February 8, 2010

A meeting of the Board of Park Commissioners was held on Monday, February 8, 2010, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:15 pm. The following members were present: Chairman Orth, Commissioner Carpenter, Downing, and Ruef. Commissioner Casey was excused. Staff members in attendance were Jeff Warnock and Mary Durkee.

It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve the minutes from the meeting held on Monday, January 25, 2010. Motion passed 3-0.

- C-1. Guidelines for special events.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to receive and file. Motion passed 3-0.
- C-2. Request from After Eleven Apparel to hold a Skateboard Competition on April 17, 2010 at Anderson Park. (District 9)
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve. Motion passed 3-0.
- C-3. Request from Kenosha Garden Railroad Society to hold an event on June 4-6, 2010 at Harbor Park east of the museum. (District 2)
No action taken, item was pulled.
- C-4. Request from Kite Society of Wisconsin and Gift of Wings to hold an event (Outta Sight Kite Flight) on June 5-6, 2010 at Kennedy Park. (District 1)
Public Hearing: Scott Fisher, 9955 W St Martins Rd, Franklin, was present to answer any questions.
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve and waive the fees. Motion passed 3-0.
- C-5. Request from Society for Creative Anachronism, Inc, to hold an event (Border Skirmish VII) on June 11-13, 2010 at Simmons Island Park. (District 2)
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve. Motion passed 3-0.
- C-6. Request from Friends of the Kenosha Public Museums to hold an event (Art Fair In Library Park) on July 18, 2010 at Library Park. (District 2)
Public Hearing: Paula Touhey, Director of Kenosha Public Museums, was present to answer any questions.
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve with 100% co-sponsorship. Motion passed 3-0.
- C-7. Request from Kenosha Unified School District #1 to hold an event (Festival of Arts and Flowers) on July 18, 2010 at Lincoln Park. (District 12)
Public Hearing: Robert Wells, Coordinator of Fine Arts, was present to answer any questions.
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve with no co- sponsorship. Motion passed 3-0.
- C-8. Request from Kenosha YMCA to hold an event (Food, Folks & Spokes) on July 23, 2010 at Library Park. (District 2)
Public Hearing: Christine VanDyke, 7101 53rd St, was present to answer any questions.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve. Motion passed 3-0.

- C-9. Request from Pro Tour Promotions LLC to hold an event (Great Lakes Watercross PWC Race Series) on July 23-25, 2010 at Pennoyer Park. *(District 1)*
Public Hearing: Scott Hyke, 3806 Tulane Ave, Madison, was present to answer any questions.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve.
Motion passed 3-0.
- C-10. Request from Kiwanis Club of Western Kenosha to hold an event (Taste of Wisconsin) on July 30 – August 1, 2010 at Harbor Park Promenade. *(District 2)*
Public Hearing: Candy Eisenhauer, Kiwanis co-chair, was present to answer any questions.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve.
Motion passed 3-0.
- C-11. Request from American Cancer Society to use the Showmobile and benches for an event (Relay for Life) on August 6-7, 2010 at Bullen Middle School. *(District 5)*
Public Hearing: David Vranak, 5117 Green Bay Rd, was present to answer any questions.
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve.
Motion passed 3-0.
- C-12. Request from Kiwanis Breakfast Club to hold a City Softball Tournament on August 6-8, 2010 rain dates August 13-15, 2010) at Poerio Park, and request to sell fermented malt beverages. *(District 1)*
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve.
Motion passed 3-0.
- C-13. Request from Kenosha Unified School District #1 to hold an event (Back to School – A Celebration of Family & Community) on September 11, 2010 at Celebration Park and east of the Museums in Harbor Park. *(District 2)*
Public Hearing: Patricia Demos, 3600 52nd St, was present to answer any questions.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve with no co-sponsorship. Motion passed 3-0.
- C-14. Request from Greater Mt Hebron Church to hold an event (Community Outreach – School Supply Giveaway) on August 21, 2010 at Lincoln Park. *(District 12)*
Public Hearing: Curtiss Tolefree, 7445 20th Ave, was present to answer any questions.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve.
Motion passed 3-0.

INFORMATIONAL:

1. Purple Marten Bird Houses along the lakefront requested by Local Audobon Society. Stan Rosensteel was present to answer any questions. Jeff is recommending to go forward with one bird house.
2. Status Update: Comprehensive Outdoor Recreation Plan and two (2) Master Plans. Jeff informed the committee that the interviews were canceled for Tuesday, February 9, and will be reschedule for next week.
3. Special Events – Administrative Approvals by Park Superintendent.

DIRECTOR/SUPERINTENDENT COMMENTS: The WDNR will be holding a public meeting on February 17th at Bose Elementary School regarding the red swamp crayfish. There are a lot of geese along the lake front has a call into the WDNR on how to alleviate the problem.

CITIZEN/COMMISSIONERS COMMENTS: Chairman Orth would like an informational item on the next agenda regarding what Keep Kenosha Beautiful has been done the last 10 weeks.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 6:00 pm.



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

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

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

March 4, 2010

TO: Chairman Orth, Board of Park Commissioners
FROM: Jeff Warnock, Superintendent of Parks
RE: Special Event: Food, Folks & Spokes

A request has been received from Our Lady of Mt. Carmel Parish to hold their annual festival in Columbus Park on July 10 – 11, 2010. They are also requesting permission to sell fermented malt beverages during this event.

Recommendation from staff:

To approve the event with the selling of fermented malt beverages and subject to 2010 Fees.

*Rec'd
2-25-09*

**SPECIAL EVENT APPLICATION
CITY OF KENOSHA – PARK DIVISION**

Please note that this application does not guarantee approval of your event or equipment requested. It will need to be approved by the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization OUR LADY OF MOUNT CARMEL PARISH
Contact Person who is responsible for event: Alex Savaglio
Address: 1919 54th St.
City/State/Zip Kenosha, WI 53144
Daytime # 262-652-7660 Evening # 262-551-9245 Cell# 262-455-1730
Fax # 262-652-2542 E-mail: asavag@wi.rr.com
Is the Host Organization a 501(c)-3? Yes, provide ES# 0273

EVENT INFORMATION

Name of the Event: MT CARMEL FESTIVAL
Date Requested: 7/10 & 7/11 Rain Date 7/17 & 7/18
Location Requested: COLUMBUS PARK Estimated Attendance 1000
Charitable Event: No Yes, Proceeds donated to Parish projects
Brief Description of the Event: Festival with food, beverages, games, and live music

Set up date and time: 7/7- 7/10 8 am to 4 pm
Time of Event: 7/10 4pm to 11pm 7/11 2:00pm to 10:00pm
Take down date and time: 7/12 8am to 3pm
Will food be served: Yes No
Fermented malt Beverages: If Yes, SOLD (Sold or Served at no charge)

**FERMENTED MALT BEVERAGE SALES APPLICATION
CITY OF KENOSHA - PARK DIVISION**

Name of Event: MT CARMEL FESTIVAL

Location of Event Columbus Park Date of Event July 10 & 11

Name of Group Responsible Our Lady of Mt. Carmel Festival

Person that is Responsible for License and Regulations Alex Savaglio, Chairman

Address 1919 54th Street Kenosha, WI 53144

Daytime # 652-7660 Evening # 551-9245 Cell # 455-1730

Beer Selling Permit Information

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

Steve Acerbi

Lee Bodah

Security Company Off Duty City Police Officers

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

- No
- Yes, Indicate Application Date _____

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

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

- No
- Yes, Indicate Application Date _____

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

Park Commission Approval _____

**EQUIPMENT RENTAL REQUEST
CITY OF KENOSHA – PARK DIVISION**

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

Please note: Appropriate fees will be charged

X Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for your event.

 Water: Varies by location

60 Benches – # requested

50 Picnic Tables – # requested

50 Trash Containers – # requested

8 Barricades – # requested

X Snow fencing – # of feet requested

 Portable fencing – # of sections requested

 Bleachers – # requested

 Reviewing Stands – # requested

X Showmobile

Other Special Requests: Please cut the grass in the park on Wed. before we put tents up on Thursday

Snow Fence around park where there is not any fencing

NOTE: The organization will be notified if equipment requested is available for the date of your event.

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

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

Event Information:

Name of Event Mt. Carmel Festival

Location of Event: Columbus Park Date of Event 7/10 @ 7/11

Contact Person Alex Savaglio

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

Mission Control Audio

Daytime # _____ Evening # 694-2931 Cell # _____

Alderman of the District: Name Patricia Juliani Approval Date received _____

Type of Amplified Sound

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) Live Music

Requested time of amplification: Start: 7/10 4:00pm Ending 7/10 11:00pm
7/11 2:00pm 7/11 10:00pm

**Purchase Order Requisition
City of Kenosha
Kenosha, Wisconsin 53140**

Date: 2/10/10
Requisition # PA09267
P.O. # _____

Vendor: DIRECT TV
BUSINESS SERVICE CENTER
P O BOX 5392
MIAMI, FL 33152-5392

Deliver to: PARK DIVISION GARAGE
3617 - 65TH STREET
KENOSHA, WI 53142

Authorized Signature: ***** NOT AUTHORIZED *** Date: 0/00/00

BUSINESS PACKAGE - SERVICES FREE INSTALLATION FREE HD RECEIVERS (2) ALL PRICING INCLUDES SPORTS PACKAGE & CHOICE EXTRA PACKAGE TWO (2) FREE HD RECEIVERS FREE INSTALLATION

Account	Description	Quantity	Unit Price	Ext. Price
100-00-00000-000-000	BUSINESS PACKAGE SERVICE - FOR THE FIRST 3 MONTHS	3 EAC	59.99	179.97
100-00-00000-000-000	BUSINESS PACKAGE FOR THE NEXT NINE MONTHS	9 EAC	72.98	656.82
100-00-00000-000-000	BUSINESS PACKAGE AFTER THE 1ST YEAR QUOTE BY MACK AT DIRECT 1-303-712-4123	1 EAC	1,115.76	1,115.76

Total: 1,952.55

DIRECTV Commercial Viewing Agreement

Effective as of September 2009, until replaced

CONTACTING DIRECTV: You may contact our DIRECTV Business Service Center by calling 1-888-200-4388 or by writing to: DIRECTV Business Service Center, P.O. Box 5392, Miami, FL 33152-5392.

DEFINITIONS:

As used in this Agreement:

"DIRECTV," "we," "us," or "our" means DIRECTV, Inc. or any of its authorized commercial sales agents;

"You," "your," or "Customer" means the entity identified below that is responsible for the payment of fees and charges to us;

"Access Card" means the conditional access card inserted into the DIRECTV System receiver unit used in the reception of DIRECTV® programming services;

"DIRECTV System" means the equipment, including the Access Card, that is used to receive DIRECTV programming services;

"Marks" means any trademarks, symbols, logos, etc. whether owned by DIRECTV or a third party(s), that are used in connection with or are otherwise associated with the Service(s), as defined below; and

"Service(s)" means DIRECTV programming including subscriptions, sports, music and other programming) and any other services that we may provide to you under this Agreement.

1) AGREEMENT TO TERMS AND CONDITIONS: You promise to pay amounts billed by us for the Services and related fees, taxes, and charges. We have the right to require payment in advance of activation of your account for any or all services, related fees, taxes and charges. You authorize DIRECTV to make inquiries into your credit worthiness, including receipt and review of credit bureau information. And, based on the results of such credit inquiry we may refuse to provide Services to you. We reserve the right to change these terms and conditions, including the Applicable Fees and Charges identified below. If any changes are made, we will send you a written notice describing the change and its effective date. If a change is not acceptable to you, you may cancel your service; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within 14 days after the date of the written notice describing the change, your continued receipt of any service is considered to be your acceptance of that change.

2) BILLING STATEMENTS AND PAYMENTS: We will send you a statement for each billing cycle in which you have an outstanding balance (usually once every 30 days). Statements will show: a) payments, credits, purchases, and any other charges to your account; and b) the amount you owe to DIRECTV and the date the payment is due. Payment must be made via check or money order payable to DIRECTV in U.S. Dollars. We reserve the right, but not the obligation, to accept credit card payments made in U.S. Dollars. Payment of the outstanding balance is due in full upon receipt of the bill. If we do not receive payment from you before your next statement is issued, we have the right to inactivate your service upon the expiration of any applicable grace period with respect to the amount due. We may, but are not required to, accept partial payments from you. If partial payments are made and accepted, they will be applied to statements starting with the oldest outstanding statement.

3) PAYMENT FOR SERVICE: You promise to pay for: a) all DIRECTV programming and other services ordered by you or anyone who uses your DIRECTV System(s), whether with or without your permission, through all periods until you cancel the subscription and other services; b) administrative fees and any other fees as provided for in this Agreement or by applicable law; and c) all taxes or other governmental fees, which are now or may in the future be assessed because you receive our service. If you paid for an annual subscription to any DIRECTV programming service and your account is past due for any amounts owed to us, your annual subscription may, at our sole discretion, be converted to a monthly subscription. This conversion will prorate your annual subscription and all monies owed to us to the present date. The resulting credit, if any, shall be applied to any past due amounts, and any remaining credit is applied to your future monthly services.

4) QUESTIONS ABOUT YOUR BILL: If you think your statement is incorrect or if you need more information about an item on your statement, you can contact DIRECTV Customer Service in writing at the address or phone number indicated above. You must contact us within sixty (60) days of the date you receive the statement on which the error or problem appeared. Undisputed portions of the statement must be paid before the next statement is issued to avoid an Administrative Late Fee and possible inactivation of services. Please contact us promptly if your service and/or billing address changes.

5) CLOSING YOUR ACCOUNT: You may inactivate or modify services you receive, or cancel your account, by notifying DIRECTV Customer Service. If you cancel your account, you are still responsible for payment of all outstanding balances accrued through the date of cancellation or any early termination fees or penalties pursuant to this Agreement and the terms and conditions of any other promotional offer which you participated in.

6) FEES AND CHARGES: You understand and agree that we do not extend credit to customers and that any charges or fees assessed for late payments, returned payments and reactivation are not interest charges. You understand and agree that all such fees are either as prescribed by law in the state in which your service address is located or are reasonably related to the actual expense we incur or are required to expend as a result of late or unsatisfied payment. In the case of late payment or non-payment for any of the DIRECTV programming services you ordered or any of the charges stated below, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

Following activation of your account, charges for some programming services are non-refundable, regardless of the services.

Access Card Replacement Fee: If you report to DIRECTV Customer Service that the Access Card for your DIRECTV System receiver unit is lost, damaged, defective, or stolen, and our evaluation of the Access Card (if available) does not reveal unauthorized tampering or modification, then we agree to replace the Access Card upon your request. You will be charged an Access Card Replacement Fee of \$20.00, which includes shipping. Your Access Card will only work in the DIRECTV System receiver unit that came with it.

Administrative Late Fee: If we do not receive your payment before your next statement is issued, you may be charged an Administrative Late Fee of up to \$25.00.

Change of Service Fee: If you request a change of DIRECTV Service from one programming package to another, you may be charged a Change of Service Fee of up to \$10.00.

Deposits: If your service is inactivated because you did not submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your programming service. Deposits shall not earn or accrue interest.

Duplicate Statement Fee: For each statement copy requested, you may be charged a Duplicate Statement Fee of up to \$5.00.

Reactivation Fee: If your DIRECTV programming service is inactivated in accordance with your request or because of your failure to pay past due amounts and you want to reactivate the service, you agree to pay a Reactivation Fee of up to \$15.00, in addition to bringing your account up to date by payment in full of any outstanding balance, fees, and charges.

Returned Payment Fee: If the bank or other financial institution on which your payment is drawn refuses to pay us for any reason and the check, money order, credit card payment, or other instrument is returned to us unpaid, you agree to pay a Returned Payment Fee of up to \$15.00.

Additional DIRECTV System Receiver Authorization Fee: For private viewing customers, we may charge you a fee, as set forth on the rate card (if applicable), for each additional DIRECTV System receiver that you request to be authorized to receive the same programming via continuous connection to the same land-based telephone as your initial DIRECTV System receiver ("Additional Receivers").

Each Additional Receiver must be located at the same address as the initial DIRECTV System receiver, which address is identified as the "Service Address" in the Application attached hereto. We reserve the right to limit the number of the Additional Receivers that you may use and to establish rules for such use. Any additional receiver not continuously connected to the identified land-based telephone line shall be deemed a primary receiver and you shall be charged accordingly.

DIRECTV® PAY PER VIEW Order Assistance Fee: For private viewing customers, the most convenient method of ordering DIRECTV® PAY PER VIEW services is by using the on-screen program guide and DIRECTV remote control unit to select the movies and other events we offer. To use this method, your DIRECTV System receiver must be continuously connected to a land telephone line.

If you order a DIRECTV® PAY PER VIEW movie or event over the telephone by calling DIRECTV Customer Service, a DIRECTV® PAY PER VIEW Order Assistance Fee of up to \$10.00 may be charged to your account for each DIRECTV® PAY PER VIEW movie or event, or other service that you order with Customer Service's assistance, whether or not you later cancel the order.

7) CHANGES IN PROGRAMMING SERVICE AND FEES/SERVICE RENEWAL: We reserve the right to change the programming packages, programming services, or other services we offer, and our prices or fees, at any time. We may also rearrange, delete, add to, or otherwise change the services. For any changes to the programming packages, prices, or fees that are within our control, we will notify you of the change and its effective date. If the change is not acceptable to you, you may cancel your programming service in whole or in part; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within 30 days, your continued receipt of any DIRECTV programming service after the effective date of the change will be deemed to be your acceptance of that change, and you will continue to be responsible for payment. DIRECTV programming services that you subscribe to on a periodic basis may be renewed automatically provided we continue to carry the service, unless you contact DIRECTV Customer Service to cancel the services.

8) COLLECTION OF AMOUNTS OWED TO US: If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action.

9) LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES: DIRECTV IS NOT RESPONSIBLE FOR INTERRUPTIONS OF SERVICE THAT ARE REASONABLY BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURE, OR ANY OTHER CAUSE. OUR LIABILITY FOR ANY INTERRUPTION OF SERVICE SHALL NOT EXCEED THE PROGRAMMING FEES DIRECTLY ATTRIBUTABLE TO THE PERIOD OF TIME DURING WHICH SERVICE WAS INTERRUPTED. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE

OF ANY LIMITED REMEDY. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE DIRECTV EQUIPMENT OR ANY SERVICES PROVIDED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. WE ALSO ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV EQUIPMENT. IN ADDITION, WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FEES. YOU ACKNOWLEDGE THAT YOUR DIRECTV EQUIPMENT HAS BEEN ACQUIRED SEPARATE AND APART FROM THIS AGREEMENT. ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DIRECTV EQUIPMENT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT.

10) LIABILITY FOR UNAUTHORIZED USE: If your DIRECTV equipment is stolen or otherwise removed from your premises without your authorization, you must notify DIRECTV Customer Service immediately, but in any event not more than 5 days after such removal, or else you may be liable for payment to us for unauthorized use of your DIRECTV System. You will not be liable for unauthorized use after we receive notification.

11) RULES FOR USE; TERMINATION: You are hereby granted the right to receive, exhibit and use the Services in accordance with the terms and conditions set forth in this Agreement, subject to the following rules for use with which you agree to comply. Admission may not be charged for the viewing of, or listening to, any Service(s) provided by us. The Services may not be rebroadcast, transmitted, performed, recorded, duplicated, transcribed and distributed in real-time or near real-time (i.e., provide a "running account") or cablecast. Notwithstanding the foregoing, operation of an authorized DIRECTV digital video recorder, and its intended applications, within the confines of the location shall not be deemed a violation of this Agreement. If you become aware that any third party is rebroadcasting, transmitting, reselling, performing, recording, duplicating, or cablecasting any or all of the Services (whether at your premises or otherwise), or that any third party is receiving, decoding, and/or exhibiting any or all of the Services without authorization from us or at any location other than that which has been authorized by us, you shall notify us immediately and cooperate with us, at our expense for reasonable out-of-pocket expenses, in taking steps to prevent such unauthorized use. No Service provided to you under this Agreement may be used for any unlawful purpose and you shall abide by any and all federal, state, and local rules and regulations applicable to its use and/or exhibition of the Services. You agree that all Services will be exhibited in entirety, in original form and as provided by us, without any modifications, additions (including the addition of a crawl line), or deletions to any of the Services. The music services, including XM Satellite Radio, shall be used only as accompaniment to routine activities, such as, but not limited to, work, shopping, conversation, dining, and relaxation, and shall not be used as an accompaniment to dancing or to serve as an adjunct to any other physical activity (e.g. skating) and for which there is no admission fee charged. You shall not use any of the Marks for any purpose whatsoever and, you agree not to do so unless you receive express written consent from us. You must execute and abide by any and all agreements required by programming provider(s) in connection with your use and/or DIRECTV's provision of such programming services to you, if any. You shall comply with all applicable DIRECTV requirements with respect to directly and continuously connecting the DIRECTV System receivers to the land-based telephone line identified therein as being associated with each such receiver. Information regarding programming services that you have ordered is transmitted via the land-based telephone line(s) identified therein. In addition, we may immediately inactivate any or all services provided to you if the telephone line(s) identified therein are not performing in accordance with our requirements. DIRECTV, or its authorized agent, shall have the right to inspect your DIRECTV System at any time during your normal business hours. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under this Agreement, we may immediately inactivate any or all Services provided to you. If Services to you are so inactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances accrued through the date of inactivation. DIRECTV System Access Cards are the property of DIRECTV, Inc. Any tampering or other unauthorized modification to the Access Card may result in, and subject you to, legal action.

12) PROGRAMMING BLACKOUTS; INDEMNIFICATION: Certain programming Services we transmit may be blacked out or otherwise unavailable to commercial customers in your local reception area due to legal, contractual, or other restrictions. If you circumvent or attempt to circumvent any of these blackouts or programming restrictions, you may be subject to legal action. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS, AND ASSESSMENTS OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE IMPOSED BY THIS SECTION.

13) SALE/TRANSFER OF EQUIPMENT OR PROGRAMMING SERVICES: You agree to notify us immediately, but in any event not more than 5 days, after you move, sell, give away, or otherwise transfer your DIRECTV equipment to anyone else. You are considered the registered owner of the DIRECTV equipment and recipient of the DIRECTV programming services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DIRECTV equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your programming service or any of your rights and obligations under this Agreement without our prior written consent. If you do, we may inactivate your service.

14) APPLICABLE LAW; ENTIRE AGREEMENT: This Agreement shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission and the laws of the State of California and are subject to amendment, modification, or termination if required by such regulations or laws. In the event that any of the provisions or portions of this agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions will not be affected. This Agreement contains the entire understanding of the parties and supersedes any other prior negotiations, discussions, and agreements between you and DIRECTV.

15) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY; FULL DISCLOSURE: By the signature below, you indicate your unconditional acceptance of the terms and conditions contained in this Agreement. You certify that all of the below-referenced information is true and correct. You understand that your provision of any false or misleading information shall be deemed by us to constitute a breach of this Agreement. Each person signing this Agreement represents and warrants that (s)he is authorized to execute and deliver this Agreement and that the signature of no one else is required to bind that party. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to executing this Agreement. Further, you have read and understand the contents, terms, conditions, and effects of this entire Agreement.

16) ARBITRATION: Any claim or dispute arising out of, or relating to, this Agreement which cannot be settled by the parties shall be resolved according to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding on the parties and any award of the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator shall not be authorized to award punitive damages with respect to any such controversy, claim or dispute. The cost of any arbitration hereunder shall be paid by the party determined by the arbitrator to not be the prevailing party, or otherwise allocated in an equitable manner as determined by the arbitrator.

17) PAYMENT UPON CANCELLATION. You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or a DIRECTV System, and may incur early cancellation fees and/or equipment non-return fees (as specified in any purchase, programming or other service commitment agreement you entered into in connection with obtaining a DIRECTV System). By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

BASED ON YOUR ESTABLISHMENT, PLEASE CHECK THE APPROPRIATE BOX:

Public viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at establishments wherein the usage and viewing is generally accessible to the public and/or the establishment's clientele and/or in common areas (such as waiting room/area or lobby) AND (1) the establishment's primary source of revenue is derived from the sale of food/beverage for immediate consumption, or (2) the establishment is, or is located within or affiliated within, a hospitality or entertainment establishment (such as a bar, restaurant, diner, stadium, casino, club, cafe, theater) and food/beverage is served for immediate consumption, or (3) the establishment charges, as a part of its primary business operation, admission, cover charge or minimum charge. You represent and warrant that your primary business is either in the hospitality and/or restaurant/bar industries in accordance with the foregoing.

Business viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at establishments wherein the usage and viewing is generally accessible to the public and/or the establishment's clientele and/or in common areas (such as waiting room/area or lobby) AND (1) the establishment's primary source of revenue is not derived from the sale of food/beverage for immediate consumption, AND (2) the establishment is not a hospitality or entertainment establishment, or is not located within or affiliated within, a hospitality or entertainment establishment (such as a bar, restaurant, diner, stadium, casino, club, cafe, theater), AND (3) the establishment does not charge admission, cover charge or minimum charge. You represent and warrant that your primary business is neither in the hospitality and/or restaurant/bar industries.

Private viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at commercial establishments at which persons will view the Services in areas that are not accessible to the public. You represent and warrant that you shall not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services it receives in areas accessible to the public and/or common areas. You further represent and warrant that your primary business is neither a satellite master antenna television supported facility containing multiple individual commercial units or in the hospitality and/or restaurant/bar industries and is not accessible to the public. Services include any DIRECTV® Pay Per View Services available to you. The Services may not be viewed in areas accessible to the public and/or common areas.

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE _____ DATE _____

NAME OF AUTHORIZED OFFICER/AGENT & TITLE
MUNICIPAL GOLF COURSE
NAME OF COMMERCIAL ESTABLISHMENT



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DIRECTOR/CITY ENGINEER

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JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
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PARK DIVISION
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SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST. • RM. 305 • KENOSHA, WI 53140
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

March 4, 2010

To: Michael Orth, Chairman
Park Commission

From: Ronald L. Bursek, P.E. 
Director of Public Works

Cc: Ald. Ohnstad, District 6

Subject: *Washington Park Velodrome Restroom Concept Plans*

BACKGROUND INFORMATION

Public Works staff has been working with Graef to develop concept plans for the replacement of the Washington Park Velodrome Restroom facility. Staff met with the consultant to discuss the needs of the building and the design constraints of the site. The floor plan concept was developed to allow for a small concession, a small storage area and the need to provide restroom amenities. The consultant has developed two options for the exterior and two options for the site restoration.

Exterior Building Options

The exterior options that were developed would either utilize a peak or hip roof style. The hip roof (sheet A100B) will require column supports for the overhang which are not shown on the attached plan. Staff is proposing to pursue the hip roof option due to the aesthetic characteristics as well as decreased maintenance of the siding on the peak roof option (sheet A100A).

Site Development Options

The site development options that were developed incorporated the requirement to move the building as far away from the retaining wall as possible to provide drainage away from the building face. The concept plan, as shown on sheet C100A, proposes a 9 foot retaining wall to be constructed which will allow for the sidewalk to be re-poured on the north side of the wall.

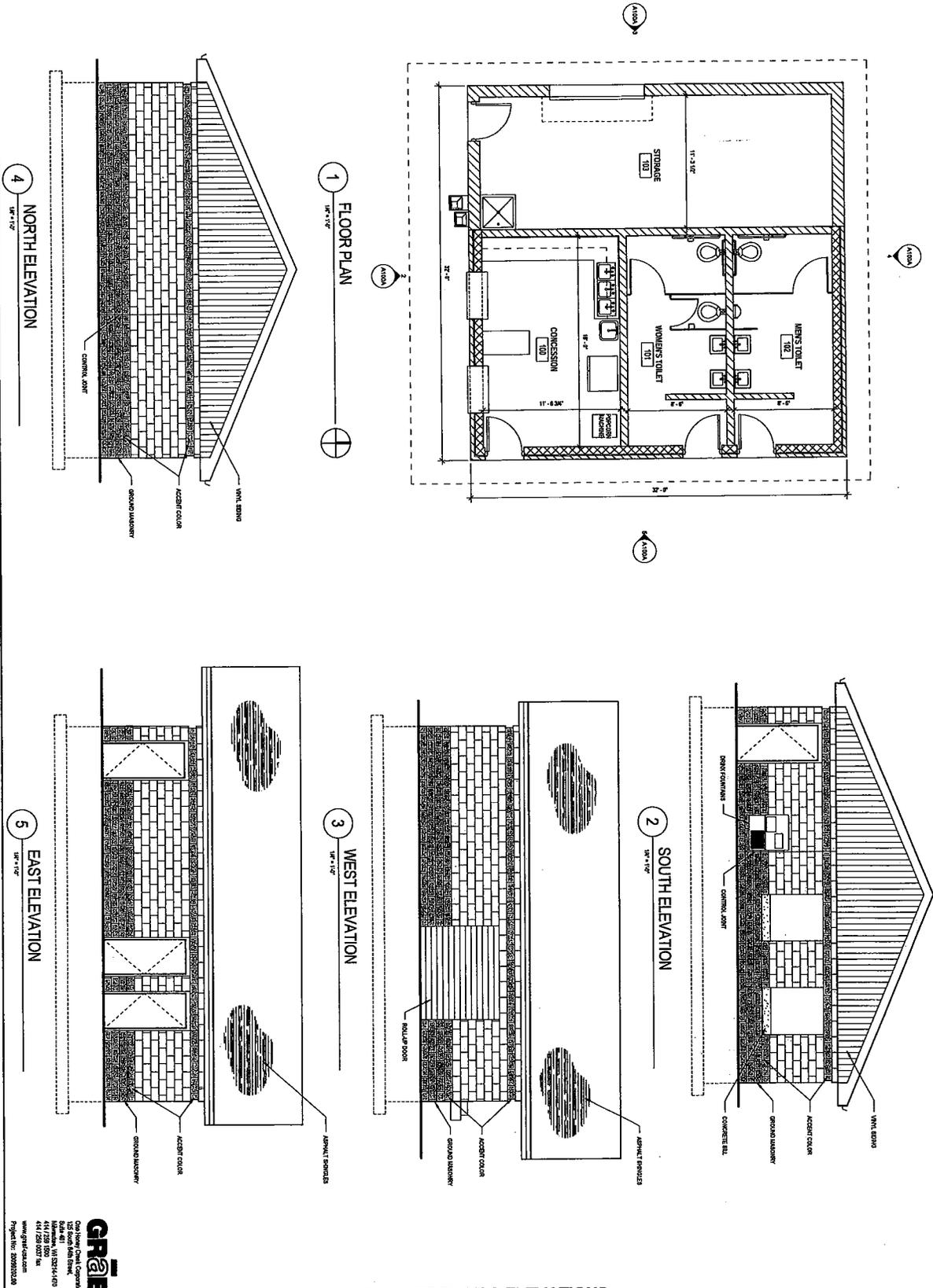
The concept plan, as shown on sheet C100B, proposes three retaining walls at an average height of 2 feet. This option would also remove the eastern most walkway shown on the plan. Sidewalk access from the east to the building remains as there currently is a walkway that begins at 18th Avenue and extends to the western side of the existing restroom facility. Therefore, the sidewalk shown for removal currently is redundant and serves no more than 5 houses on the north side of Washington Road.

Staff has evaluated the two concepts proposed and has reviewed the chosen option with the Alderman of the District. Staff has chosen the option as shown on sheet C100B. This option would decrease the potential for graffiti along the northern elevation of the building, more visibly appealing from Washington Road and from the park, and minimize maintenance. Staff will also be requesting additional lighting on the north elevation to deter unfavorable activity on the northern side of the building which will also help in visibility from Washington Road.

The next step is staff will be working with the consultant to develop an estimated cost estimate to the preferred concept plans to ensure that the budgeted amount can be maintained. The project is on schedule with completion of the design in Summer of 2010, demolition in Fall of 2010 and construction in Spring of 2011.

RECOMMENDATION

Informational Only – No Action Required



CONCEPT PLAN & ELEVATIONS

**CITY OF KENOSHA
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING**

CITY OF KENOSHA
 56TH STREET AND 5TH AVENUE
 PARKING LOT



GRIEF
 CONSULTANTS, INC.
 1250 North Lincoln Street
 Kenosha, WI 53141-1473
 414.228.2000
 414.228.0077 fax
 www.grief.com
 Project No: 09090208

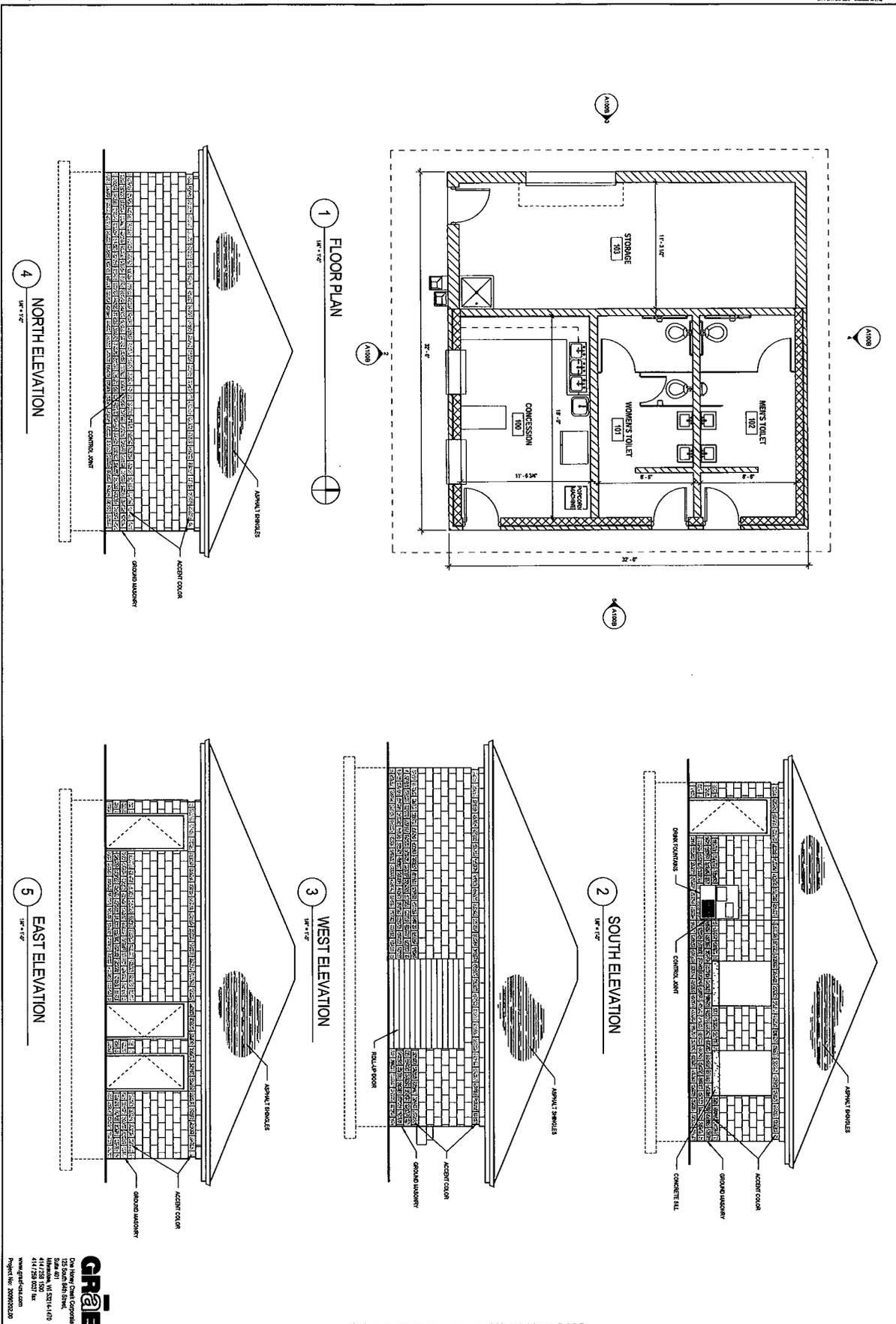
REVISIONS	Drawn By:	Date:

Design By:	TA	Date:	03/22/10
Drawn By:	RL	Date:	03/22/10
Checked By:		Date:	
Approved By:		Date:	

JOB NO. 09-1751	Sheet No. of
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A100A

625 52nd ST., Room 202, Kenosha, Wisconsin 53140
 ph (262) 653-4199 fax (262) 653-4658



CONCEPT PLAN & ELEVATIONS

CITY OF KENOSHA
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING

435 52nd ST, Room 302 Kenosha, Wisconsin 53140
 ph (920) 653-4150 fax (920) 653-4056

CITY OF KENOSHA
 56TH STREET AND 5TH AVENUE
 PARKING LOT

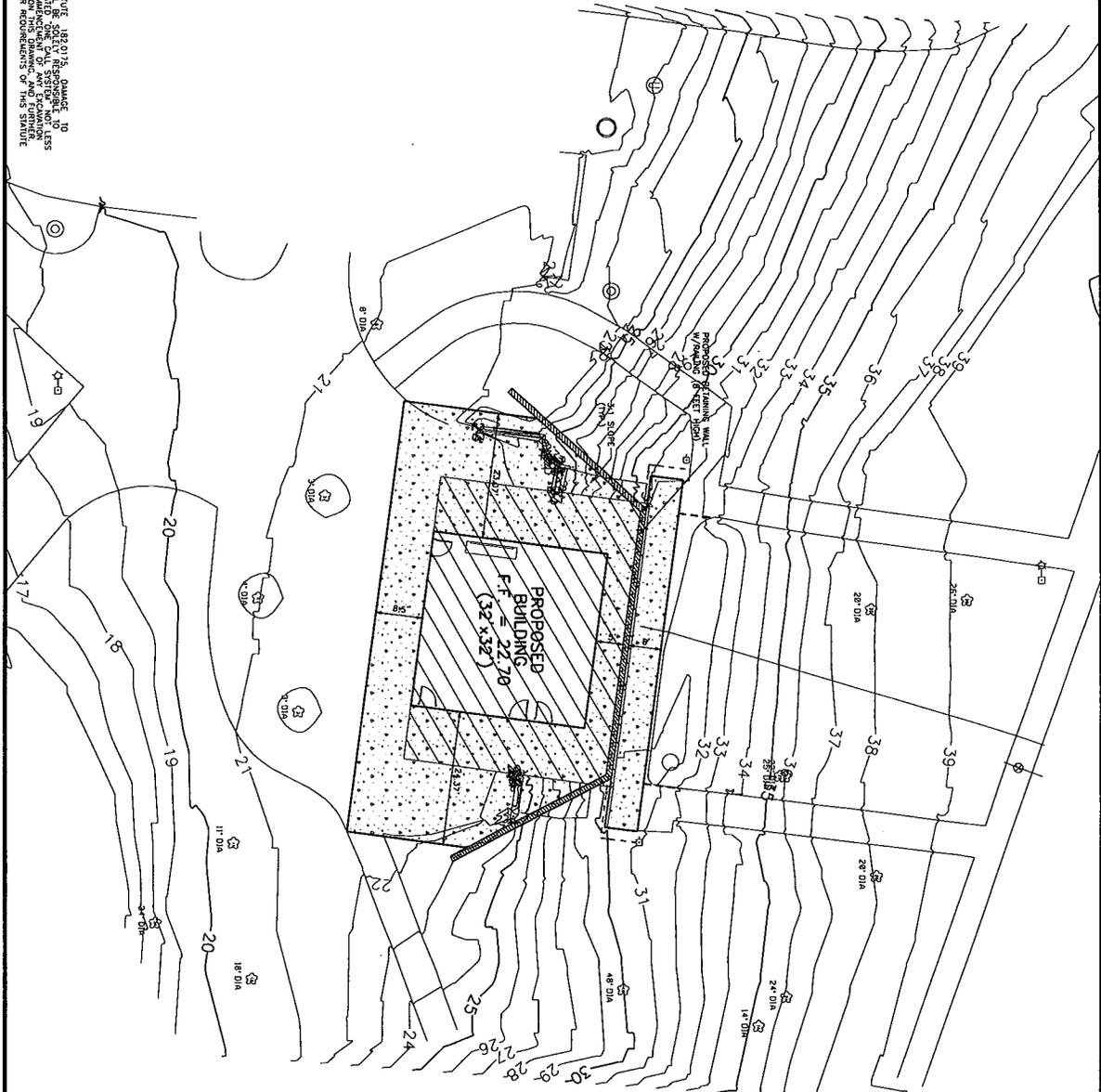
JOB NO. 09-1751

Sheet No. of

GR&EF
 One Henry Drive Corporate Center
 125 South 5th Street
 Milwaukee, WI 53211-4119
 414.224.8200
 www.grandandeff.com
 Project No. 20090202

A100B	REVISIONS	
	Survey By:	Date:
	Design By: TJA	Date: 6/30/09
	Drawn By: ROJ	Date: 6/30/09
	Checked By: -	Date: -
Approved By:	Date:	

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, REGARDING TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED STATE OFFICIALS, NOT LESS THAN 10 BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK, THE FOLLOWING INFORMATION IS PROVIDED TO THE PUBLIC. THIS INFORMATION IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. ALL OTHER RECOMMENDATIONS OF THIS STUDY ARE SUBJECT TO THE ENGINEER'S PROFESSIONAL JUDGMENT.



LEGEND

- ▬ PROPOSED CONCRETE
- ▬ PROPOSED RETAINING WALL
- PROPOSED CONTOUR
- - - - - PROPOSED FENCE

0 10 20

CONCEPT PLAN AND ELEVATIONS

CITY OF KENOSHA
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING

CITY OF KENOSHA
 56TH STREET AND 5TH AVENUE
 PARKING LOT

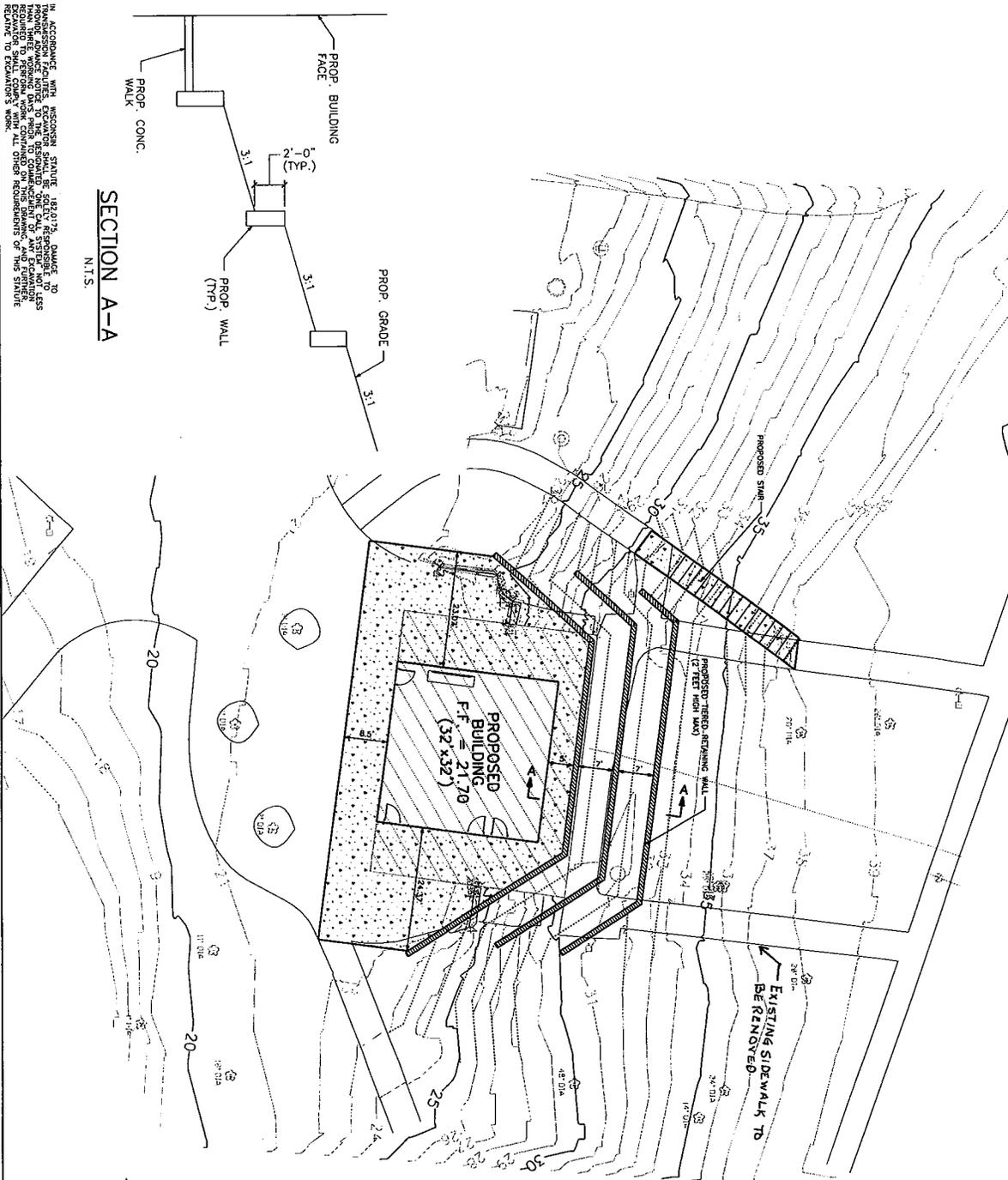
625 5th St., Room 302 Kenosha, Wisconsin 53104
 ph (414) 651-4500 fax (414) 651-1056

JOB NO. 09-1751 Sheet No. of

GREIF
 Greif Engineering
 225 South Main Street
 Kenosha, WI 53140-4121
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 www.greif-engineering.com
 Project No. 09000000

REVISIONS	Survey By :	Date :
	Design By : CIC	Date : 2/10/09
	Drawn By : RED	Date :
	Checked By : JLL	Date :
	Approved By :	Date :

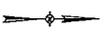
C100A
 2/10/09 CONCEPT PLAN AND ELEVATIONS 1/4



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0173, DAMAGE TO
 FOUNDATIONAL ELEMENTS TO CAUSE SETTLEMENT SHALL BE LIMITED TO
 NOT MORE THAN ONE INCH, MEASURED FROM THE COMPLETION OF ANY FOUNDATION
 EXCAVATION SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE
 RELATIVE TO EXCAVATION'S WORK.

SECTION A-A
N.T.S.

LEGEND
 [Symbol] PROPOSED CONCRETE
 [Symbol] PROPOSED RETAINING WALL
 [Symbol] PROPOSED CONTOUR
 [Symbol] PROPOSED FENCE



CONCEPT PLAN AND ELEVATIONS

**CITY OF KENOSHA
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING**

**CITY OF KENOSHA
 58TH STREET AND 5TH AVENUE
 PARKING LOT**

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JOB NO. 09-1751 Sheet No. of

GR&EF
 One Henry Cole Drive
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 www.grand-engineering.com
 Project No. 090002200

REVISIONS	Survey By :	Date :
C100B	Design By : EIC	Date : 3/16/10
	Drawn By : FEO	Date :
	Checked By : JM	Date :
	Approved By :	Date :



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Superintendent
Administrative Supervisor
Janice D. Schroeder

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

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March 5, 2010

TO: Chairman Michael Orth, Board of Park Commissioners
FROM: Jeff Warnock, Superintendent of Parks *JW*
RE: Keep Kenosha Beautiful summary

Attached is a summary of Keep Kenosha Beautiful 2010 Action Plan. A detailed written and verbal report will be given to the commission at the meeting to be held on Monday, March 8, 2010. Staff will also be in attendance to answer any questions.

Keep Kenosha Beautiful Summary

The Keep Kenosha Beautiful Commission is honored to present information about our past, present and future. The following is a summary of what we will be sharing with you in this plan and at the Park Commission meeting.

History: The history is a brief description of why the Keep Kenosha Beautiful Commission was created. It also touches on how the KKB coordinator job duties have adjusted to the changing needs of our City and its citizens.

KKB Commission: The KKB Commission is a group of civic leaders with varied backgrounds. There are business executives, education specialists, entrepreneurs, environmentalist, gardeners, moms, and dads. It is mandatory that an Alderman serves on the KKB Commission and we have been fortunate to have Alderman Moldenhauer as our representative.

Litter Prevention: The KKB coordinator organizes clean-ups around the City of Kenosha. The KKB Commission supplies bags, gloves, tally sheets and activities such as the KKB trash or treasure games and word searches. Each year this number grows as KKB partners with educators, local businesses, civic groups and families. The clean-ups educate, promote community service and civic pride, fight blight, and increase Kenosha property values.

Flowers: In the mid-1990's the Keep Kenosha Beautiful Commission developed a new program called "Adopt-A-Spots". Volunteers are recruited to maintain perennial gardens throughout the City. Many of the plots were previously neglected parcels of land or more formal annual beds. The perennial gardens provide beauty throughout the growing season and create civic pride.

Recycling: The State requirements with recycling are ever changing and Keep Kenosha Beautiful has been a partner along side the Kenosha Public Works Department since KKB's inception. KKB has continued educating through presentations, on-line information and at city wide events. The "Green" awareness has made public interest in recycling soar and KKB is moving forward with new programs to support the needs of the city.

Outreach: KKB is continuing to explore new tools to partner with companies, schools, civic groups, colleges and the general public. These partnerships are a win win situation for all involved. The people who benefit from these efforts are the citizens of Kenosha and the many visitors to the City of Kenosha.

Storm Water Management through Native Plants: This is a new program for Keep Kenosha Beautiful. It began when the KKB coordinator attended a seminar on native plants. The KKB Commission is partnering with Stormwater Utility and creating rain gardens, and a bio-swale.