

9. CEDAR Agreement (District 2)
10. ATT Lease (District 9)
11. Approval of Mayor's Youth Employment in the Arts Program designs for murals to be installed at Washington Park on the concession building.
12. Acceptance of the resignation of Donald Ruef as Chairman of the Board of Park Commission effective June 15, 2009.
13. Informational Item: Skateboard Park

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS

OTHER BUSINESS 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.

CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Meeting Minutes – June 1, 2009

A meeting of the Board of Park Commissioners was held on Monday, June 1, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 6:36 pm by Chairman Ruef.

Roll Call: Present: Commissioner Carpenter, Downing, and Orth. Commissioner Casey was excused. Staff members in attendance were Jeff Warnock, Ed Antaramian, and Jan Schroeder.

It was moved by Commissioner Orth, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, May 18, 2009. Motion passed 4-0.

1. Reconsideration of the request from the H.H.C. Employment Services along with the Parkside Baptist Church to use one of the City's Showmobile on Saturday, July 18, 2009, with co-sponsorship.
Public Hearing: Hayes Smith, 1600 60th Street, of HHC Employment Services spoke. Patrick Engels, 1915 87th Place, spoke.
Staff: On a point of order Commissioner Orth asked Ed Antaramian if the Commissioner who requested this matter for reconsideration was not present could they move forward without him. Ed Antaramian stated that they could.
Chairman Ruef passed the gavel and made the motion to defer to the next meeting, seconded by Commissioner Downing, to. Motion passed 4-0.

2. Reconsideration of the request from the Mary Lou Foundation to hold "Jazzfest" at Celebration Place in HarborPark on Saturday, August 22, 2009, with co-sponsorship.
Public Hearing: No one spoke.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to defer to the next meeting. Motion passed 4-0.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 6:41 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

June 4, 2009

TO: Don Ruef, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: Great Lakes Watercross Series

The Board of Park Commissioners has approved the Great Lakes Watercross Series to be held at Pennoyer Park on July 24-26, 2009. They have requested permission to allow fermented malt beverages to be consumed in the park during their event. The Board of Park Commissioners may allow the use of fermented malt beverages at any other park for special events. The commission has approved similar requests in the past, with the most recent one for the rugby tournament at Kennedy Park in June.

Staff recommendation is to approve this request.

From: joe bohaczek <jbohaczek@hotmail.com>

To: mdurkee@kenosha.org

Subject: greatlakeswatercross tour

Date: Mon, 11 May 2009 16:46:42 -0500

Hi Mary, this is Joe Bohaczek, I talked to you about the bleachers for our race and the ability to have a couple of beers after it... If you could please let me know if we could have a permit for alcohol at Penoyer Park on July 24-26, for the Greatlakes watercross tour stops 4-5... thanks alot Joe Bohaczek
262-308-3196

Hotmail® has a new way to see what's up with your friends. [Check it out.](#)

Jeff

Park Commission

Want permission to consume
NOT ~~sell~~ sell - like a picnic area
~~to~~ They have approved before

5-19-
mfd



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June 4, 2009

TO: Don Ruef, Chairman
 Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: H.H.C. Employment Services

At the Board of Park Commissioners meeting on May 11,2009 this request was denied for usage and co-sponsorship of the Showmobile. There was a question on whether the site is located within City limits, records indicate that the property is in Kenosha. The non-profit fee for use of the Showmobile is \$250, plus additional labor costs for staff to be on site to open and close the equipment. The cost for labor is \$45.00 per hour, for approximately 5 hours would total \$225.

The recommendation of staff is to approve the usage of the Showmobile with current fees and charges.

April 21, 2009

H. H. C. Employment Services
Hayes Smith, Jr., Executive Director
1600 60th Street #32
Kenosha, WI 53140
(262)-653-9252
hyssmithjr@yahoo.com

Kenosha Parks Department
Attention: Mary
Donation Committee
3617 65th Street
Kenosha, WI 53142

Dear Mary/ Donation Committee:

H.H.C. Employment Services, along with the Parkside Baptist Church is having their annual Block Party and Back-to-School festival. The event is on Saturday July 18,2009 from 10:00 am to 2:00 pm on the grounds of the Parkside Baptist Church located at 2620 14th Place, Kenosha, WI 53140.

We are hoping your organization can participate at our event by donating items for at least 1,000 school children. We need **book bags, notebooks, color markers, pencils, other school supplies and gym shoes.**

We are hoping that your organization can contribute towards this event to make the event for the children and youth in the Kenosha area more enjoyable and ready for the coming school year. We want their returning to school to be rewarding by having the necessary items/supplies needed to fulfill their educational goals.

This is the budget we are calculating on, to be successful at our event:

1. Book Bags	\$4,000.00
2. Markers, pencils, notebooks, paper	\$1,500.00
3. Gym Shoes (children, youth and adult sizes)	\$4,500.00
4. Professional Teams donations	\$10,000.00

We are hoping that the City of Kenosha Parks and Recreation Department can donate the "Show Mobile Stage" to our event. Many of the children, our church serves are from the underprivileged areas of Kenosha. We are attempting to get donations for school supplies, entertainment and new shoes. Please take us into consideration for the donation of the stage.

Please respond to participate or send a donation by June 01, 2009 to:

**PARKSIDE BAPTIST CHURCH
C/o PASTOR JEFF SACKETT or
HAYES SMITH, JR. OUTREACH COORDINATOR
2620 14th Place
Kenosha, WI 53140
(262)-552-8322**

Sincerely,

A handwritten signature in black ink that reads "Hayes Smith, Jr." with a stylized flourish at the end.

Hayes Smith, Jr.
Outreach Coordinator



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June 4, 2009

TO: Don Ruef, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: Mary Lou & Arthur F. Mahone Foundation

The request from the Mahone Foundation to hold the HarborPark Jazz & Blues Festival in HarborPark is before the commission again, due to the uncertainty of the vote at the May 11, 2009 meeting.

The following is the history of the costs and co-sponsorship of this event. In 2005, the first year, the cost was \$6,121.33 for labor and equipment with co-sponsorship. In 2006, the event was also co-sponsored fully in the amount of \$3,189.48. HarborPark area in 2007 was very wet and the event was moved to Veteran's Memorial Park (City Hall) which kept the costs down to \$1,965.08 with full co-sponsorship. The jazz festival was moved back to HarborPark in 2008, with a cost of \$3,00.68 with 50/50 co-sponsorship. Billing records indicate that the organization was not sent, an error on the part of the Park Department.

Recommendation:

Event Organizer Information

Name of Group MARY LOU : Arthur F. Mahone Fund

Is Host Organization a 501(c)-3? No Yes, #ES - 38339

Group Contact Name TIM MAHONE

Address 3021-40th Street

City/State/Zip Kenosha, WI 53144

Work Phone _____

Home Phone same

Cell Phone 262-748-7418

Fax _____

E-mail t+mahone@aol.com

Name of Event <u>HARBOR PARK JAZZ : Blues Festival</u>	
Charitable Event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Proceeds donated to <u>MARY LOU : ARTHUR F. MAHONE FUND</u>	
Date of Event <u>Sat. Aug 22nd</u>	Rain Date: <u>TBD</u>
Annual Event <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Expected Attendance <u>1500</u>
Event Category (check one)	
Run/Walk _____	Festival <input checked="" type="checkbox"/> Concert _____ Athletic Tournament _____
Other, Please Specify _____	
Park Requested <u>HARBOR PARK</u>	
Admission Fee <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Participants) \$ _____ and/or (Attendees) \$ _____	
Time of Event:	
Set up <u>8:00 AM</u>	Event Starts <u>2:00</u> Event Concludes <u>10:30</u>
Does this require time in the park prior or after your event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Explain date and time needed: <u>Some of the tenting and generators may get picked up the next morning morning</u>	
Will food be prepared and/or served at the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See pages 11 and 12)	
Amplified Sound <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See pages 13-17)	
Beer/Wine Coolers Served <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See page 18 and 19)	
Temporary Structure <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See page 10 and 11)	

Organization Meeting

If you have organizational planning meeting regarding your event, should include the Parks Special Event Supervisor, Police & Fire Departments. Working with the City Departments during the planning phase is an excellent way to prevent potential problems & insure good communications. An on-site meeting between your group and the Park Department is also recommended.

Permits

As the event organizer, YOU are responsible for obtaining all permits that the City of Kenosha requires for special events. You must include all pertinent information before this application will be reviewed by staff. Some permit applications and regulations are attached to this Special Event packet. Other permit applications must be obtained from other City Departments. **Copies of any permit must be submitted to the Park Department no later than 30 days prior to the event.**

___ **Vending Permit** – required of ALL vendors selling items at your special event. All vendors must return their permit application 30 days prior to the event, or they may not participate in the event. Forms are available at the Park Department or the city of Kenosha website, click on parks.

___ **Temporary Restaurant Permit** – required if food or beverages will be sold or served at the event. To obtain application and permit, contact the Kenosha County Health Department 262-605-6700. Please indicate the date you submitted Temporary Restaurant Permit application _____.

___ **Parade Permit** – may be required of a run, walk, or bike ride event. Contact the Kenosha Police Department. Please indicate date you submitted Parade Permit application _____.

Street Use Permit – required if your event will require closing a city street or special parking requests on city streets. Call 262-653-4050. Please indicate date you submitted Street Use Permit application _____.

Temporary Class "B" Retailers License – required if your event will be selling fermented malt beverages. To obtain application and permit, contact the City Clerk's Office, 653-4020. Please indicate date you submitted license application _____.

___ **Fireworks Permit** – from the Fire Department 262-653-4100. If at a lake-front park, you must notify the Coast Guard.

___ **Bon-Fire Permit** – requires Park Commission approval prior to obtaining a permit from the Fire Department.

Certificate of Insurance

The City of Kenosha requires a "Certificate of Insurance" from your or your parent organization's insurance company. The Event Organizer shall submit a general liability insurance policy certificate in the amount of \$1,000,000 naming the City of Kenosha and its Parks Department as an additional insured party along with any vendors and participants. The City of Kenosha Park Department must receive this certificate 30 days prior to the event date. This official certificate may be mailed or faxed.

Yes, Event Organizer will be submitting Certificate of Insurance.

Marketing of Event

Please ensure that you have conditional approval of your event before you begin to promote, market or advertise your event. (Will there be live media coverage during the event and where will the media vehicles be parked?)

We will embrace the media participation when we are notified.

How will this event be marketed, promoted, or advertised?

Promoters have partnered with Time Warner cable, the Convention and Vision Bureau along with various radio stations to promote this event

If Co-Sponsorship has been approved by the Board of Park Commission the City/Park Department & Common Council must be listed as a sponsor.

Absolutely

Site & Route Plan

To ensure proper review of your event, please attach a site and route plan (if applicable). These site and route plans may be blueprints, CAD drawings, or legible sketches.

Site and route plans should include, but are not limited to, the following information: location of tents, stages, fencing, vendors, portable toilets, beer gardens, dumpsters, placement of vehicles, exit location for outdoor events that are fenced, clear signage, accessible paths for wheelchairs as well as ample disabled parking, and any other related event components not listed above.

Your site plan will also include the areas within the requested park you will need for the event including the parking lot, shelter, ball diamonds, soccer fields, ped/bike paths, tennis courts, volleyball courts and any other specific park feature.

If your event includes a walk/run component, the approval of the Park Department and the use of the park **does not imply approval of the proposed route**. The Event Organizer will need to secure approval from the Public Works Department at 653-4050.

Please feel free to include a narrative of the event with the site and route plan.

Parking Plan

As an Event Organizer, it is important that you plan for safe arrival, departure, and parking of the event attendees, participants, and vendors. The Kenosha Police Department does monitor and ticket illegally parked vehicles at the events. As the Event Organizer, you are responsible for informing all participants, volunteers, attendees, and vendors of the parking regulations. If your parking plan includes using neighborhood businesses, churches, etc, you will need to include the approval of such agreements in this parking plan.

Street parking will be allowed along 55th and 54th. Parking will also be allowed in the grass area east of the Public Museum.

Security and Medical Plan

As an Event Organizer, you are required to provide a safe and secure environment for your event. This is accomplished through sound planning. If your event will have over 250 attendees, you must submit a security and medical plan for your event. This description should include, but is not limited to, the hiring of private security companies and licensed professional emergency services, crowd control, venue safety, communication plan in case of emergency, etc. These plans may be subject to review by the City of Kenosha Police and Fire Departments who may make additional recommendations. For a review of your security and medical plans, please contact the Fire Department at 262-653-4100 and the Police Department. For large events, Police & Fire Department should be invited to planning meeting. A copy of the plan must also be submitted to the Park Department.

A meeting has been scheduled with the Chief Morning and his staff on Thursday May 14th

Mitigation of Impact

As an Event Organizer, you are required to develop mitigating measures to accommodate the impact your event may have on the surrounding neighborhood.

If your event will have over 250 participants/viewers, you must notify the alderman for that park location. This must be done prior to approval by the Board of Park Commissioners.

Your event may also necessitate posting and notifying of park users and neighbors of the event date and any necessary alternate route or parking impacts. If this is required of you, it must be completed prior to approval.

Have you done the appropriate notifications?

No Yes, alderman Name/Date Don Moldenhauer / April 30th

Special Event Fees

To assist you with your special event, the Kenosha Park Department rents some equipment for use by the Event Organization. The location of this equipment must be noted on the site and route plan you have attached to this application. Attached at the end of this document are the current fees associated with special events in the Kenosha Parks. These fees include the park rental fee, the equipment rental fees, deposits, and cancellation fees.

All special events, for-profit and non-profit alike, are required to pay all of the fees associated with putting on a special event.

- The Park Department does not and cannot honor requests of waived fees for any portion of your event costs. Co-sponsorship is with Park Commission approval only.
- No individual, group, or organization shall be granted permission to hold an event in the park if there is any unpaid balance from a previous event.
- Cancellation of any event, for any reason, shall result in charges for actual services, labor and materials provided.
- These fees are included in the packet to assist you with your budget planning. If you need assistance in determining the fees for your particular event, contact the Park Department at 262-653-4080.

EQUIPMENT REQUESTS: Appropriate fees will be charged

Electric* Water # of Benches 15 # of Picnic Tables
5 # of Trash Containers Barricades Snow Fencing (must provide location)
 Bleachers Reviewing Stand Showmobile Portable Fencing

***Electrical availability vary by location. You may need to provide generators in order to supply the level of service required for your event. Contact the Park Department in advance with any concerns.**

Other Special Requests:

Application Signature

The person/group named in this application will be responsible for the conduct of the group and for the condition of the reserved park area. This permit is subject to all City of Kenosha General Ordinances as defined by the City of Kenosha, in addition to all rules and regulations governing the City's Park Department. The applicant agrees that during the use of the park facility, the sponsoring organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, creed, national origin, or handicap.

The applicant for her/himself, and for other persons, organizations, firms and corporation, if any listed in this application, does hereby contract to agree that he/she (and they) will jointly and severally indemnify and hold the City of Kenosha harmless against liability for any and all claims for damages to property, injury to or death of person or persons arising out of or resulting from the negligence of the applicant.

Permit holders shall submit a general liability insurance policy certificate in the amount of \$1,000,000 naming the City of Kenosha, its Park Department and any vendors/participants as an additional insured party.

The applicant has read the Special Event Explanation Packet. The applicant has attached all of the appropriate permit applications for this event.

I hereby certify to the best of my knowledge that the information and statements contained in this application are complete and true. I understand that failure to report components of this event/activity may result in the loss of deposit, revocation of permit and/or failure to secure future permits.

H. Mahone
Applicant Signature

May 7th 2009
Date

Application Submission

Please remember, you need a MINIMUM of 90 days advance submission. And most often, the planning of your event and the acquisition of all of the appropriate permits will take much longer than 90 days.

Please mail your application to:
City of Kenosha Park Department
3617 - 65th Street
Kenosha, WI 53142

Public Amplification Permit Application

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 Alder person 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 Harbor Park Jazz & Blues Festival

Date of Event Aug 22, 2009

Park Requested Harbor Park

Contact Person Tom Mahone

Daytime Phone # 262-248-7418 Evening Phone # _____

Alderman Name Don Melderhanen

Approval - Date received _____

Type of Amplified Sound

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

Times of Sound From 3:00 To 10:30 pm

---RETURN THIS SHEET TO PARK DEPARTMENT---

Application for the Fermented Malt Beverages

Today's Date May 7, 2009

Event Organizer Information

Name of Group Maryland Arthur F. Mahone Fund

Contact Person Tim Mahone

Address 600 52nd St Ste 110

Work Phone _____ Home Phone 262-748-7418

Date of Event Aug 22, 2009 Location Harbor Park

Beer Selling Permit Information

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

Nicole Bardwell

Security Company N/A volunteers

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

- No
- Yes, Indicate Application Date May 7th

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

Park Commission Approval _____

Date

---RETURN THIS SHEET TO PARK DEPARTMENT---



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Director/City Engineer
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DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
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June 4, 2009

TO: Don Ruef, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: Request from Sara DiVito

Sara DiVito has filled out an Equipment/Facility Request form for use of Poerio Park on June 27, 2009 from 10:00 am – 8:00 pm. They will be using the facility as a fundraiser for the American Cancer Society Relay for Life, and are requesting co-sponsorship of fees. Athletic Fields for tournaments are \$100.00 per field for a total of \$300. The fields would be prepared on Friday during the regular work day, so there is no overtime.

Recommendation: Approve with co-sponsorship.

**ATHLETIC - BALL FIELD - 2009
EQUIPMENT/FACILITY REQUEST**

This application does not guarantee dates or fields.

Information:

Name of organization/company: Relay for Life - American Cancer Society

Non-Profit Organizations: Relay for Life (tax exempt number or attach certificate)

Type of Event: Baseball Softball Soccer Football Tennis

Purpose: Practice (no prep/lights) Game Other: Tournament for the Relay for Life

Will lights be required: no What time should staff turn on: _____

Pitching Rubber distance: 45ft Baseline Distance: 60ft

Requested Location: Poerio PARK # of Diamonds/Fields/Courts (3)

Date(s): June 27, 2009 Time: 10am to 8pm

Date(s): _____ Time: _____ to _____

Date(s): _____ Time: _____ to _____

Date(s): _____ Time: _____ to _____

Additional dates should be listed on an attached sheet

Special Requests for Equipment/Labor/Field Layout: none

Contact Information: (Person responsible for signing agreement, fees, cancellations etc.)

Name: Sara DiVito

Address: 2206 Oregon St Racine WI 53405
City State Zip

E-Mail Address (if available): Saradivito@gmail.com

Phone: Day 262-914-0030 Night same

FEES AND CHARGES APPLY TO ALL FACILITIES AND EQUIPMENT REQUESTS - UNLESS AUTHORIZED BY THE BOARD OF PARK COMMISSIONERS.

RETURN FORM TO: City of Kenosha - Park Department
3617 - 65th Street
Kenosha, WI 53142

OVER →

For Office Use Only

Date Received: _____ Entered in Book: _____
Copy to Athletic Coordinator _____ Alderman (if necessary) _____
Copy to other organizations/departments _____
Park Commission approved _____ (date) Administrative approval _____
Entered in computer _____
Park Use Agreement Sent: _____ Received Back: _____
Rules and Regulations Signed: _____ Insurance Received: _____
Other requirements (have they been completed) _____
Rental Fee: _____ Deposit: _____
Billed: _____ Deposit returned: _____

OODoc/Forms/AthleticRequ
October 20, 2006

We are looking to have a softball tournament to help raise funds for the American Cancer Society's relay for life. If possible we would like to request that fees to use the field be waived as we don't have a fund for expenses — all money earned goes to the American Cancer Society



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DEPARTMENT OF PUBLIC WORKS

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June 4, 2009

TO: Don Ruef, Chairman
 Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: Kemper Center

The Kemper Center has received approval for use of the Showmobile for a concert on June 9, 2009. They would also like to have permission for the dates of June 23, July 7, August 11 and August 25. The fee for the equipment would be \$250.00 for each date plus \$90.00 per date to have an employee at the end of the concert close the stage. It can be opened each concert during the normal work day hours.

Recommendation: 50/50 co-sponsorship (\$170.00 per concert)

From: Mike <mike@kempercenter.com>

Reply-To: Mike <mike@kempercenter.com>

To: KemperCenter.com Contact: Mary Durkee <mdurkee@kenosha.org>

Cc: Dr. Pool <drpool@wi.rr.com>, Flora Doody <fmdoody@sbcglobal.net>

Subject: Kemper & Showmobile

Date: Tue, 12 May 2009 09:24:44 -0500

Mary,

Thanks again to Dirk, Dan and Matt for their great customer service last Friday showing us Kemper folks the Showmobile. We all appreciate it very much. Dan is planning on coming out here this week to do a site survey.

Pending any problems with the site survey, we would like to reserve the Showmobile for rent at Anderson Arts Center for performances on June 23, July 7, August 11 and August 25, in addition to June 9 of course.

We also would like to rent the city's Silent Sam generator for all 5 dates.

Thanks again to all for the fantastic cooperation.

Mike

March ³⁰ Meeting \$2.50
Vote was for June 9
50/50 w/ county
250.00
plus operator
90.00
\$340
\$170



April 21, 2009

Ms. Mary Durkee
Interim Superintendent of Parks
Department of Parks
3617 65th Street
Kenosha, WI 53142

Dear Ms. Durkee,

As instructed by the Board of Park Commissioners, I contacted Kenosha County and inquired if they would be willing to contribute toward the costs of Kemper Center renting the City's Showmobile for our Twilight Jazz concert series. Kenosha County replied that if need be Kemper Center should apply some of the operating funds Kenosha County provides us with annually.

Please let me know if our rental charges will be affected by this decision.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Brey".

Michael Brey
Executive Director

CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Meeting Minutes – March 30, 2009

A meeting of the Board of Park Commissioners was held on Monday, March 30, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:16 pm by Chairman Ruef.
Roll Call: Present: Commissioner Carpenter, Downing, and Orth. Commissioner Casey was excused. Staff members in attendance were Mary Durkee and Jan Schroeder.

It was moved by Commissioner Orth, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, March 9, 2009. Motion passed 4-0.

1. Request from Kenosha Shrine Club to use bleachers from the Park Division for their annual Circus fundraiser at Tremper High School on June 20, 2009. *(District 9)*
Public Hearing: Russ Gename, Kenosha Shrine Club, spoke.
Staff: Mary recommended a 50/50 co-sponsorship for the cost of the bleachers.
It was moved by Commissioner Downing, seconded by Commissioner Orth, to approve a 50/50 co-sponsorship. Motion passed 4-0.
2. Request from Kemper Center, Inc. for permission to rent the Showmobile for a Twilight Jazz Concert on June 9, 2009. *(District 2)*
Public Hearing: Nancy Weatherhead, 4545 Harvest Lane, Racine, Kemper Center, spoke.
Staff: Mary recommended a 50/50 co-sponsorship for the cost of the rental.
It was moved by Commissioner Carpenter, seconded by Commissioner Orth, to approve a 25% co-sponsorship with the contingency that the county co-sponsors the other 25%. Motion passed 4-0.
3. Request from Kiwanis Club of Western Kenosha for use of Harbor Park Promenade and usage of equipment for the Taste of Wisconsin to be held on August 1 & 2, 2009 (with set up on July 31 and tear-down on August 3) *(District 2)*
Public Hearing: Candy Eisenhauer, President Kiwanis Club, spoke.
Staff/Alderman: Mary informed the commission that administration had approved a 50/50 co-sponsorship for the fees, charges, and/or deposit. Jan informed the commission that the Kiwanis Club is also asking for a waste and recycling truck that would also be a 50/50 split.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve a 50/50 co-sponsorship. Motion passed 3-1, with Commissioner Orth voting nay.
4. Approve the location for a cell tower (New Cingular Wireless PCS (AT&T)) to be located in Anderson Park, north of Anderson Stadium. *(District 9)*
Public Hearing: No one spoke.
Staff/Alderman: Mary informed the commission that AT&T will be building an open air picnic pavilion and recommended approval. Commissioner Ruef informed the commission that the other cell tower, that the city leases, the city was able to purchase three John Deere 4 x 2 TX Gators for baseball and soccer fields.
It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve. Motion passed 4-0.

DIRECTOR/SUPERINTENDENT COMMENTS: Jan informed the commission that Mary was named interim superintendent. Mary informed the commission that the process to hire the superintendent is underway. She also informed the commission that on April 4, 2009, there will be a seasonal orientation to go over safety rules, time cards, etc. The start date for these employees is Monday, April 6. The Risk, Safety and Environmental Manager has been out to check a few of the park facilities and the division is working on the items that needed to be corrected.

CITIZEN/COMMISSIONERS COMMENTS: Commissioner Orth wanted to know who is responsible for Harbor Park and why issues are pre-determined before the Park Commission meets and not receiving any information from previous meetings with Administration and other departments. Commissioner Ruef agreed with Commissioner Orth, that this is what happened prior to the division being removed from the Public Works department and becoming the Park Department. Commissioner Downing also had concerns about potential applicants having meetings with the police and other departments without providing information to the Park Commission. Mary informed the commission that she will inquiry to the departments involved to provide meeting information to the Park Commission.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 5:39 pm.

FACT SHEET	Community Development Division 625 52 nd Street Kenosha, WI 53140 (262) 653-4030	June 8, 2009	Item #
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Consideration for disposition of unused, undeveloped parkland.

LOCATION:

Kirchner's Highland Park, 79th Street between 14th Avenue and 17th Avenue

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Holland, has been notified.

ANALYSIS:

This is for consideration of disposing of City land that was dedicated to the City for a playground in 1930 when platted. This land has been looked at for disposition on several occasions dating back to 1976. A park disposition study, completed in 1985, states this land will not be developed for a playground and should be transferred to adjoining property owners.

The property owners adjacent to this land have used and maintained the land since their houses were built. In 1979, an opinion from the City Attorney's office stated that through adverse possession, the land should be transferred to adjoining property owners. We are not sure why this action never occurred. The owner at 1413 79th Street (Sertich) would like to build a garage and in order to do so needs the additional land transferred to her. Part of her driveway is on the City land.

We are bringing this to your attention for approval to move forward to have this land split and transferred to the adjoining owners and place it on the tax roll. (See attached map.) We would contact all abutting owners to accept the property and proceed with a lot line adjustment survey, and bring this back to the Commission for final approval.

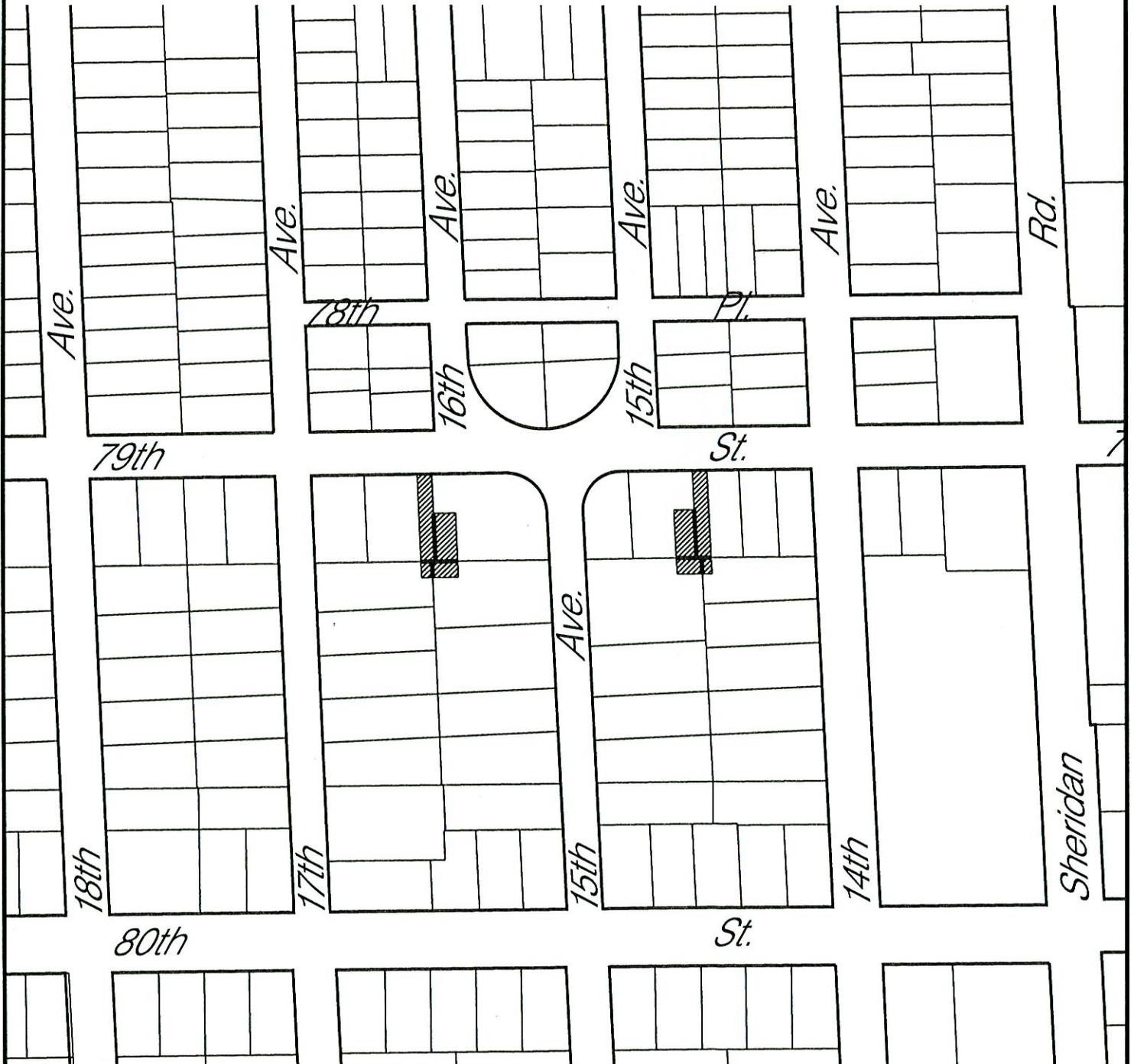
RECOMMENDATION:

A recommendation is made to approve the disposition of this land and contact the adjoining owners to accept it and proceed with the lot line adjustment survey.


 Sharon K. Krewson, Real Estate Agent

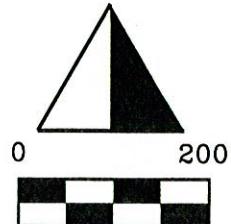
CITY OF KENOSHA

General Location Map
City-Owned park land
Kirchner Highlands Subdivision



Subject Properties

NORTH



-003	-024	4
-004	-023	3
-005	-022	2
-006	-021	1
-007	-020	29
-008	-019	28
-009	-018	27
-010	-017	26
-011	-016	25
-012	-015	24
-013	-014	23

1-006	-017	12
2-007	-016	11
3-008	-015	10
4-009	-014	9
5-010	-013	8
6-011	-012	7

13-006	-017	26
14-007	-016	25
15-008	-016	24
16-009	-015	23
17-010	-014	22
18-011	-013	21
19-012	-013	20

27-004	-017	40
28-005	-016	39
29-006	-015	38
30-007	-014	37
31-008	-013	36
32-009	-012	35
33-010	-012	34

34-011	-016	25
35-012	-015	24
36-013	-014	23

20-001	-006	19
21-002	-005	18
22-003	-004	17

15-001	-004	14
16-002	-003	13

10-001	-006	9
11-002	-005	8
12-003	-004	7

27-004	-003	-002	-001	29
30-005	-019	-018	-017	23
28-007	-017	-016	-015	25
27-008	-016	-015	-014	30
26-009	-015	-014	-013	29
25-010	-014	-013	-012	-013
26-011	-012	-013	-013	29

33-003	-002	-001	-019	35
20-004	-018	-017	-016	14
19-005	-017	-016	-015	15
18-006	-016	-015	-014	77
17-007	-015	-014	-013	-013
16-008	-014	-013	-012	-013
15-009	-013	-012	-011	-010

39-006	-005	-004	-003	41
10-007	-022	-021	-020	3
9-008	-020	-019	-018	5
8-009	-019	-018	-017	84
7-010	-018	-017	-016	-013
6-011	-017	-016	-015	-014
78-012	-013	-014	-014	-025
79-012	-013	-014	-014	-025

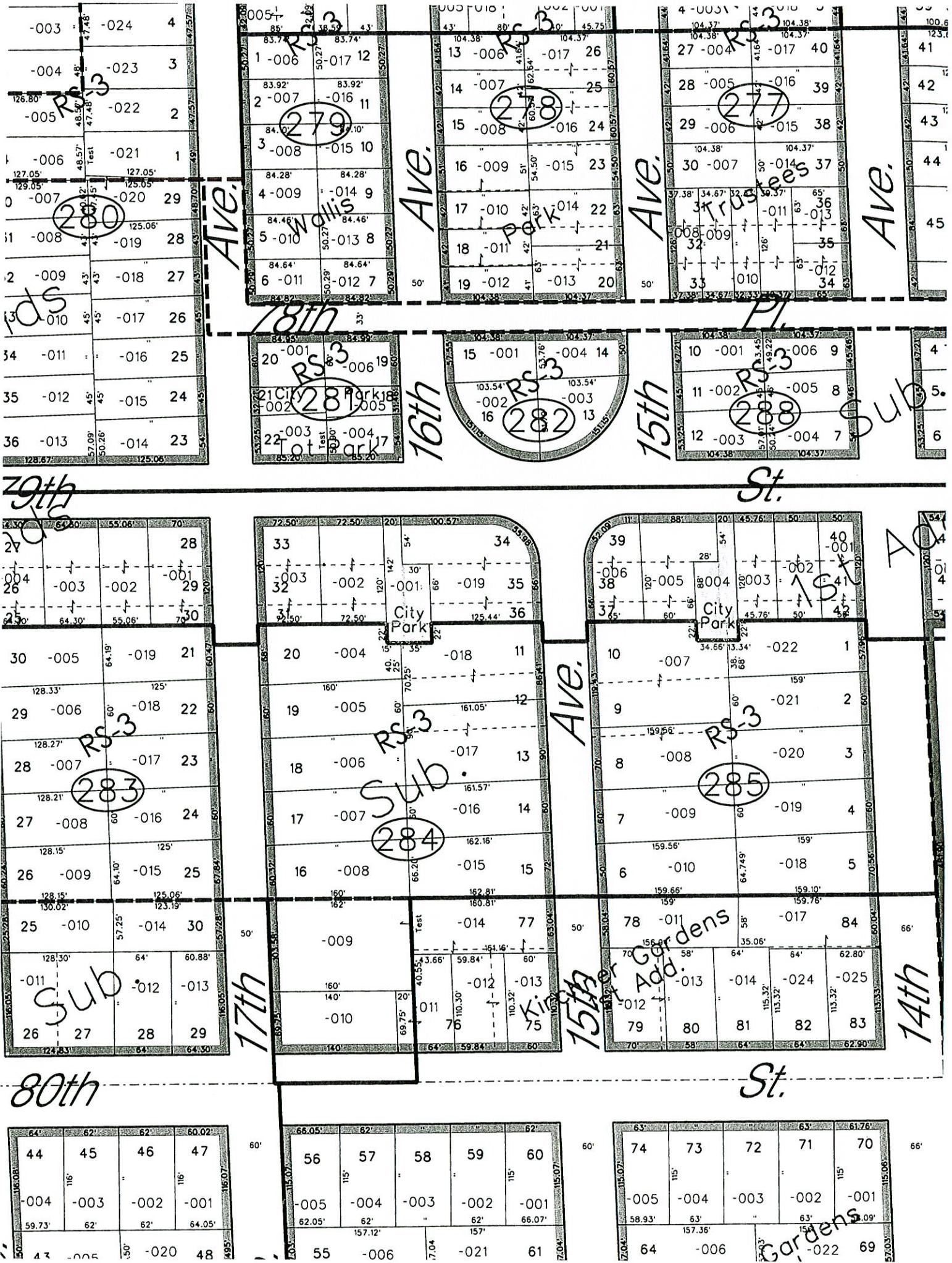
40-001	-001	-002	-003	42
10-007	-022	-021	-020	3
9-008	-020	-019	-018	5
8-009	-019	-018	-017	84
7-010	-018	-017	-016	-013
6-011	-017	-016	-015	-014
78-012	-013	-014	-014	-025
79-012	-013	-014	-014	-025

44-004	-003	-002	-001	48
45-005	-020	-019	-018	48

56-005	-004	-003	-002	-001
57-006	-021	-020	-019	-018

74-005	-004	-003	-002	-001
73-006	-022	-021	-020	-019

71-002	-001	-002	-003	-004
70-003	-022	-021	-020	-019



FACT SHEET Parks Commission	Community Development Division 625 52 nd Street Kenosha, WI 53140 (262) 653-4030	June 8, 2009	Item # 7
Consideration for disposition of unused, undeveloped parkland.			

LOCATION:

Werve's Park, 73rd Street and 47th Avenue

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Orth, has been notified.

ANALYSIS:

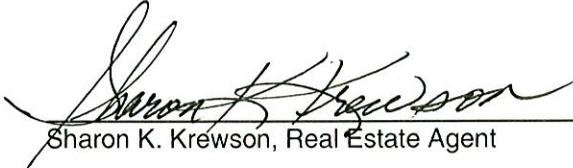
This is for consideration of disposing of City land that was dedicated to the City for public use in 1925 when platted. This land has been looked at for disposition on several occasions. A park disposition study, completed in 1985, states this land will not be developed for any use and should be disposed of.

The property owners adjacent to this land have used and maintained the land since they owned the house. The owner would like to purchase this lot and attach it to his lot. He has offered to purchase this lot for \$8,000. (See attached letter.)

We are bringing this to your attention for approval to move forward with disposition of this lot and place it on the tax roll. Mr. Pofahl wants to make needed improvements to this lot and possibly build on to the house and add a garage.

RECOMMENDATION:

A recommendation is made to approve the disposition of this lot and proceed with an analysis to determine fair market value and offer the land to Mr. Pofahl.



Sharon K. Krewson, Real Estate Agent

June 1, 2009

City of Kenosha
625 52nd Street Rm 308
Kenosha, Wi. 53140

Attn: Sharon Krewson

Subject:: City Land Tax Key No. 02-122-02-455-004

Dear Ms. Krewson:

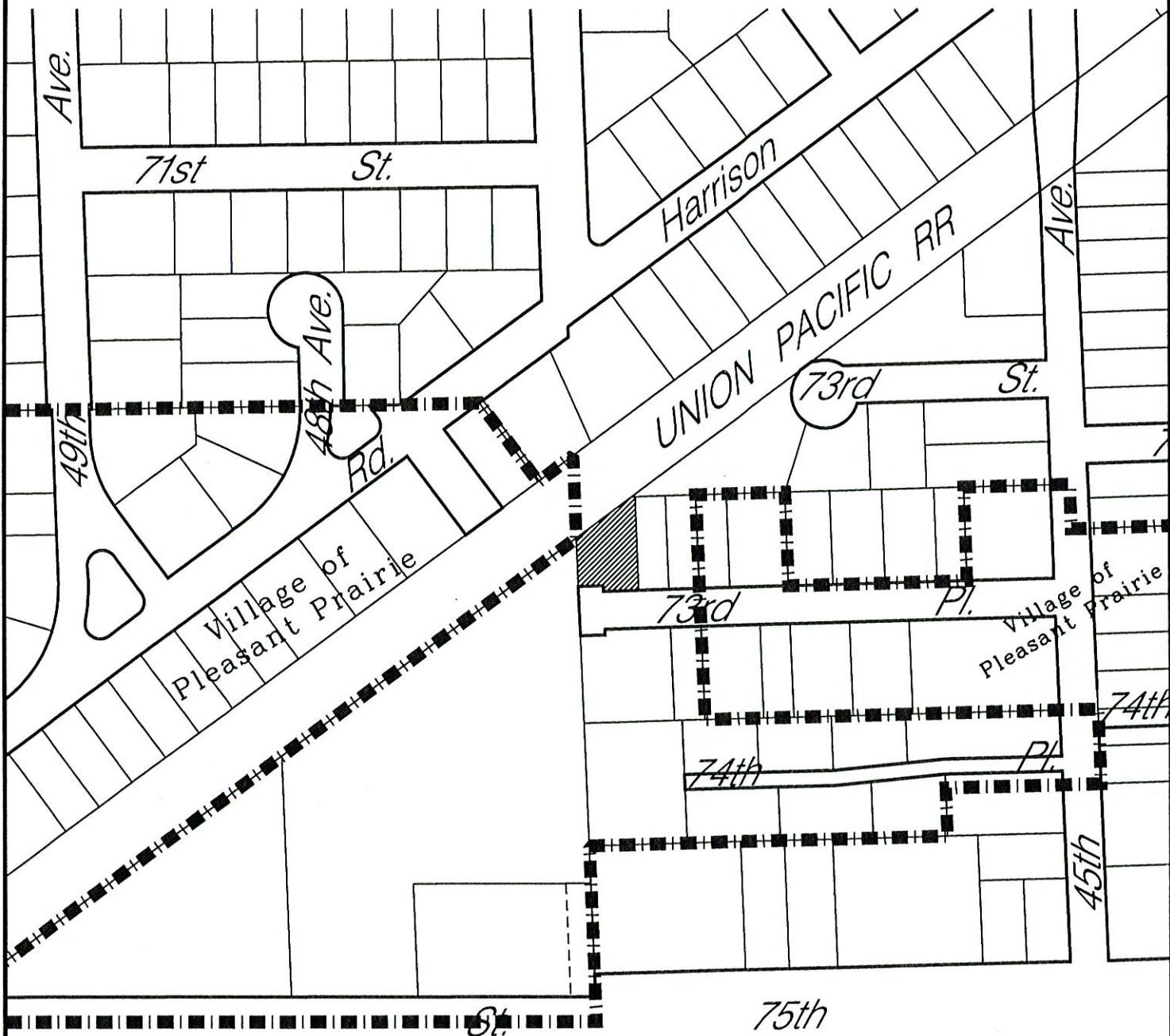
We own the property adjacent to the above referenced property and have maintained it for many years. We would like to make improvements to the land and possibly an addition to the house at 4620 73rd Place. In order to complete this we would like to purchase from the City the vacant lot next door. We are offering to purchase this lot for \$8,000.00. This will put the land back on the tax roll and not be a liability to the City. Anything that you can do to help us in this purchase, would be appreciated. You can reach me at 262.652.5346.

Sincerely,

A handwritten signature in black ink that reads "Philip R. Pofahl". The signature is written in a cursive style with a large, prominent "P" at the beginning.

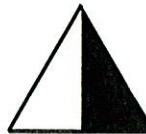
Philip R. Pofahl

CITY OF KENOSHA
General Location Map
City-Owned Park Land
Werve's Resubdivision of Lots 27, 28, 29 of
Fair Oaks Subdivision
Subdivision



Subject Property

NORTH



0 200'





Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer

Street Division
John H. Prijic
Superintendent

Fleet Maintenance
Mauro Lenci
Superintendent

Waste Division
Rocky Bednar
Superintendent

Administrative 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

June 4, 2009

To: G. John Ruffolo, Chairman, Public Works Committee
Donald Ruef, Chairman, Park Commission

From: Michael M. Lemens, P.E. *MML 6-4-09*
Director of Engineering/City Engineer

Subject: Acceptance of Project #08-1406 Simmons Island Restroom Renovations

Location: 5001 4th Avenue

Please be advised that the above referenced project has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin. This project consisted of remodeling restroom facilities including restroom accessories and fixture removal and replacement, painting, plumbing and electrical.

It is recommended that the project be accepted in the final amount of \$79,328.95. Original contract amount was \$77,700.00 plus \$7,300.00 for contingency for a total contract amount of \$85,000.00.

MML/kjb



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
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Waste Division
 Rocky Bednar
 Superintendent
Parks Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

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June 4, 2009

TO: Don Ruef, Chairman
 Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: CEDAR Agreement

This Memorandum of Agreement between the City of Kenosha and the UW Parkside for usage of the lower level of the Southport Beachhouse. The improvement of this section of the building was a joint effort between all parties involved the past several years. The CEDAR group is planning a grand opening for the center on Saturday, June 20, 2009.

Staff recommendation is to approve the Memorandum of Agreement with the understanding that all liability issues are resolved between both parties prior to occupancy.

MEMORANDUM OF AGREEMENT

By and Between

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

And

**THE BOARD OF REGENTS OF
THE UNIVERSITY OF WISCONSIN SYSTEM,
A Wisconsin Body Corporate and Independent Agency,
Operating as THE UNIVERSITY OF WISCONSIN-PARKSIDE**

This Memorandum of Agreement is made this _____ day of _____, 2009, by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**CITY**", and **THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM**, a body corporate and an independent agency of the State of Wisconsin, operating as **THE UNIVERSITY OF WISCONSIN-PARKSIDE**, hereinafter referred to as "**UW-P**".

WHEREAS, **CITY** and **UW-P** desire to partner to develop an environmental education center to increase and improve environmental education opportunities, foster and support interdisciplinary environmental research opportunities, demonstrate innovative and ecologically sound residential and commercial products and business practices and build awareness and appreciation for the Great Lakes ecosystem and connected watersheds; and,

WHEREAS, **CITY** is providing the lower level of the Southport Beach House at 7825 First Avenue, for experiential environmental education, under certain terms and conditions; and,

WHEREAS, the mission of the City of Kenosha Department of Public Works, Parks Division is to "advance park, recreation, and environmental conservation that enhances the quality of life for all people;" and,

WHEREAS, **UW-P** is desirous of utilizing the lower level of the Southport Beach House to establish the Center for Environmental Education, Demonstration, and Applied Research (**CEDAR**) in the City of Kenosha; and,

WHEREAS, the **UW-P** Center for Community Partnerships connects the resources of the University and the resources of the communities of Southeastern Wisconsin through a network of quality programming and services; and,

WHEREAS, the primary goals of the **CEDAR** center are to increase and improve environmental education opportunities available to the general public, educators, and elementary, secondary, and postsecondary students; foster and support interdisciplinary environmental research opportunities for post secondary students and faculty and environmental organizations; demonstrate

innovative, ecologically sound residential and commercial products and business practices; and build awareness and appreciation for the Great Lakes ecosystem and connected watersheds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. CITY SUPPORT. CITY shall provide the following support for Center for Environmental Education, Demonstration and Applied Research (CEDAR).

A. CEDAR LOCATION

1. CEDAR shall be located on the lower level of the Southport Beach House located at 7825 First Avenue, Kenosha, Wisconsin. Use of this area will be provided to UW-P without charge.
2. Unless otherwise agreed to by CITY and UW-P, CEDAR'S use of the facility shall be used exclusively for environmental education, research and recreation purposes stated herein.

B. BASIC SERVICES.

1. Provide, as is presently available to the facility and at CITY'S sole discretion, electrical power, water, and sewage and trash removal.
2. Maintain the exterior and all structural components of the facility, as determined by CITY'S sole discretion.
3. Provide grounds and lawn care for the site and surrounding areas, as determined by CITY'S sole discretion.
4. Permit CEDAR visitors and staff to park in the parking lot located adjacent to Southport Beach House. The parking lot shall continue to be available for use by the general public, CEDAR shall not have preferential or exclusive use.
5. In its sole discretion determine what capital improvements should be made to the building and pay for those capital improvements.
6. Maintain the parking lot located to the south of the building, except as otherwise provided herein, as determined by CITY'S sole discretion.

C. SIGNAGE.

Grant approval for UW-P to place an informational sign on the property/building with such placement and sign design and size subject to prior written approval of the Superintendent of Parks, subject to CITY Code requirements and approvals.

D. INSURANCE.

Maintain casualty insurance on the building, including fire and extended coverage, to protect CITY's interest in the building, however, CITY shall not provide coverage for contents owned by UW-P, its agents, employees, or volunteers. CITY shall also maintain commercial general liability insurance in the amount of not less than \$1 million each occurrence and \$1 million general aggregate.

II. UW-P SUPPORT. The UW-P shall provide the following to ensure that CEDAR Center operates and accomplishes the goals outlined herein:

A. OPERATION.

1. Provide management, leadership, staff and volunteers to operate the CEDAR Center.
2. Assemble and convene an advisory board to guide the development of CEDAR. Hold regular meetings to discuss and plan program operations.
3. Pursue and create public/private partnerships and sponsorships with area businesses and other partners to accomplish the goals outlined above.
4. Determine regular hours of operation to be submitted in writing to CITY for preapproval. CEDAR shall not operate at times prohibited by CITY.

B. FINANCE.

1. Serve as fiscal agent for the CEDAR Center and manage all finances related to CEDAR program operations. UW-P will hold and account for the funds of CEDAR, including revenues generated through vendors and users, and apply such funds to operational costs and expenses.
2. Develop an Annual Budget and provide CITY with, upon request, complete financial reports.

C. SITE MAINTENANCE.

1. Acquire and be responsible for CEDAR Center related furniture, equipment, telephone and Internet access, and supplies.
2. Maintain the interior of the facility, and assist CITY, where possible, in maintaining the immediate exterior grounds through periodic litter removal and/or other aesthetic improvements.
3. Any proposed structural modifications to the interior of the facility, or installation of fixtures, will be submitted for approval to CITY through the Director of Public Works .

4. Provide all janitorial services reasonably necessary to maintain the lower level in good condition.

5. Shall not assign its interest in this agreement to any other party without authorization from **CITY**.

D. NOTIFICATION.

Special events utilizing excessive parking and/or exterior park site will require thirty (30) days written notice to **CITY** and a permit issued by the Division of Parks to ensure that there is no conflict.

E. VENDORS AND USERS.

1. **UW-P** will work in partnership with the **CITY** to solicit, contract, schedule, and collect fees from appropriate vendors to generate revenue to support and sustain **CEDAR**.

2. **UW-P** shall ensure that agreements made with vendors are in writing, and that the agreements are in compliance with **UW-P**, **UW-System**, and **CITY** policies and procedures and all applicable local, state, and federal regulations. This includes assurance that vendors and partners have obtained and have maintained applicable permits from the City of Kenosha Park Division, and any other agencies having jurisdiction.

3. All vendors shall require preapproval by the **CITY**.

F. INSURANCE.

1. The State of Wisconsin Self-Funded Liability and Property Programs protect **UW-P**. Wisconsin Statutes provide funds to pay property and liability claims. In addition, Section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees are acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.

2. **UW-P** shall name **CITY** as an "additional insured" under a General Liability Insurance policy issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, **CITY** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. General Liability Insurance shall have a limit of One Million (\$1,000,000.00) Dollars per occurrence for premises, contractual, and death/personal injury.

G. ADDITIONAL SERVICES TO BE PROVIDED BY UW-P.

1. Maintain the **CEDAR** website.
2. Maintain a **CEDAR** postal address.
3. Provide the **CITY** access, without restriction, to all parts of the building with reasonable prior notice.
4. Provide to the **CITY**, on a quarterly basis, a report including a description of **UW-P**'s programming in the facility for the reporting period, the number of users and the municipalities from which the users come, including the number from each municipality.

H. PUBLICITY.

UW-P will include **CITY** of Kenosha Mayor's office and Department of Public Works, Park Division, as a primary partner in all efforts to publicize activities and accomplishments of **CEDAR**. **CITY** will assist in publicity by inclusion of **CEDAR** information in **CITY** newsletters, promotions, and other similar promotional materials and media.

III. THE PARTIES MUTUALLY AGREE:

- A. That **CEDAR** will be closed when Southport Beach House closes each season.
- B. That **UW-P** may terminate this Agreement, with cause, upon **ninety** (90) days written notice to the other party. **CITY** may terminate this Agreement, without cause, at its sole discretion, upon ninety (90) days written notice to **UW-P**. Any notice required to be given to either party hereunder shall be deemed sufficiently given if delivered in person or sent by first-class mail addressed as follows:

CITY: City of Kenosha Parks Division,
3617 65th Street
Kenosha, WI 53142

with a copy to: City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140

UW-P: Center for Community Partnerships/Tallent Hall
UW-Parkside
900 Wood Road
Kenosha, WI 53141

- C. **UW-P** is prohibited from assigning this agreement or any portion thereof to a third party

without the prior written consent of **CITY**.

- D.** In the event the building is destroyed or substantially damaged to the extent that **CITY** elects not to repair the building, then this Agreement shall immediately terminate. Any contents not removed by **UW-P** within twenty-one (21) days of such event shall be considered abandoned, and may be disposed of at the sole discretion of **CITY**.
- E.** Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, except that **UW-P** shall investigate, handle, respond to, and provide defense for and defend the **CITY** against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees, arising out of the **CEDAR** operation and/or subsequent control of the property, or the installation or placement of any signs, equipment, furniture, or displays on and/or within the property. Each party shall continue to enjoy all rights, claims and defenses available to it under law. By executing this Agreement, neither **UW-P** nor **CITY** waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.
- F.** **CITY** and **UW-P** will share the following responsibilities to ensure that **CEDAR** Center operates efficiently and effectively:

1. RISK MANAGEMENT

- a.** Due to the nature of this partnership and the activities associated with it, it is imperative that adequate procedures and protocols are in place to assess, manage, and reduce risk associated with the operation of the **CEDAR** Center. **CITY** and **UW-P** acknowledge the safety of individuals and groups as a primary concern.
- b.** Appropriate risk management procedures and protocols will be developed and approved through **CITY**, **UW-P**, and the University of Wisconsin-System prior to the commencement of **CEDAR** Center activities.
- c.** The **UW-P** and **CITY** agree and acknowledge that all **CEDAR** center activities are educational, research, and/or recreational in nature.

- G.** **ADDITIONAL SERVICES.** Any services not described in this Memorandum of Agreement must be specifically identified with a written request to **CITY** and authorized by the **UW-P**. **CITY** shall consider each request on an individual basis.
- H.** **TERM OF THIS AGREEMENT.** This Agreement shall commence on the date first written above and shall expire on _____. This Agreement shall automatically be renewed for additional successive one year periods (____ to _____) unless a party terminates the Memorandum by providing notice to

the other in writing on or before _____.

- I. **MODIFICATIONS TO AGREEMENT.** Any changes to this Agreement requires the mutual consent of the **UW-P** and **CITY**. Modifications shall be in writing signed by both parties to the Agreement.

IN WITNESS WHEREOF, UW-P and CITY have executed this Memorandum of Agreement as of the date first set forth above.

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

BY: _____
KEITH G. BOSMAN, Mayor

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

COUNTY OF KENOSHA)
 :SS.
STATE OF WISCONSIN)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor,** of the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be the such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Print Name: _____
Notary Public, Kenosha County, State of Wisconsin
My Commission expires/is: _____

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM,
A Wisconsin Body Corporate and Independent
Agency, Operating as THE UNIVERSITY OF
WISCONSIN - PARKSIDE**

BY: _____
LANE EARNS, Interim Chancellor

BY: _____
WILLIAM STREETER, Vice Chancellor

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **LANE EARNS, Interim Chancellor**, and **WILLIAM STREETER, Vice Chancellor**, of **THE UNIVERSITY OF WISCONSIN-PARKSIDE**, to me known to be such Interim Chancellor and Vice Chancellor of said university, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said university, by its authority.

Print Name: _____
Notary Public, Kenosha County, Wisconsin
My Commission expires/is: _____

APPROVED AS TO FORM:

MATTHEW A. KNIGHT,
Assistant City Attorney



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

June 4, 2009

TO: Don Ruef, Chairman
 Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: AT& T Cell Tower Lease

The Board of Park Commissioners have approved the location of a cell tower at Anderson Park on the north side of the stadium. The City Attorney's office has reviewed the document. All of the following leases have three (3) percent increase each year on the rent payments.

Nash Park – U.S. Cellular

A cell tower was placed in the park in June of 2003, with rent abated to reimbursement of the costs related to the design and construction of the restrooms for the pavilion. In 2006, US Cellular began rent payments, currently it is \$1,631.99 that is placed in the Land Lease Account.

Anderson Park – U.S. Cellular

April 12, 2004 – They provided the City with a maintenance building on the south end of the Park that is used for equipment to maintain the park including soccer fields. The amount of the rent abatement shall be equal to, but in no event will exceed \$123,000, at which time the monthly amount will be \$1,731.38.

March of 2008 the lease area was increased by 386 square feet and rent increased by \$150.00 per month. Funds are placed in a dedicated fund for sport/park improvements.

Simmons Park – Athletic Stadium – U.S. Cellular

July 2005 – Rent began at \$1,500, current the payment is \$1,639.09 and is placed in a designated account for sport/park improvements.

Washington Park Golf Course – U.S. Cellular

April 2006 - Currently \$1,639.09 per month and placed in a designated account for the golf course.

Anderson Park – Additional carrier – T-Mobile

Sept 2007 – this was placed on the current tower - \$1,000 per month with funds being designated for the sport/park improvements funds. They are currently paying \$1,060.90

Simmons Park – Athletic Stadium – Cricket

August 2008 – Additional carrier on the existing tower - \$1,000 per month with increases they currently pay rent of \$1,030 with funds placed into a sport/park improvement account.

This lease with AT&T Cell Tower will be placed in Anderson Park on the north side of the stadium. The initial rent will be \$1,750 per month with an annual escalation of three (3) percent. The original negotiations called for a picnic pavilion to be built with rent abatement until costs for the pavilion only are reimbursed. The recommendation would be to approve the Lease with the option of that the final park improvement would be negotiated between AT&T and the Superintendent of Parks.

Mayor's Youth Employment in the Arts 2009 project proposal

Washington Park concession building

Artist Eric Houghton will lead a group of 15 youth in creating painted murals this summer. We propose to beautify the park's concession building with seven murals to be installed in the windows. Work will be completed off-site, and installed at the concession building by Kenosha Public Museum maintenance staff.

Houghton's proposed designs show people enjoying the different activities that take place at Washington Park year round: sledding, bike races, playground activities and swimming.

Following are the dimensions of the windows on the east, south and west sides of the building:

- Window 1: 56.5 by 61 inches
- Window 2: 43.2 by 57.5 inches
- Window 3: 43.5 by 41.5 inches
- Window 4: 43 by 44.5 inches
- Window 5: 43.2 by 44.5 inches
- Window 6: 56.5 by 61 inches
- Window 7: 56.5 by 61 inches

Thank you for your consideration of our project.

Kris Kochman
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