AGENDA
CITY OF KENOSHA - BOARD OF PARK COMMISSIONERS
Monday, June 29, 2009
Municipal Office Building Room 202
5:15 pm

Chairman: Michael Orth

Commissioners: Kathy Carpenter, Jesse Downing, Stephen Casey, Donald Ruef

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on June 8, 2009 and special meeting held on June 15, 2009.

B. DEFERRED TO COMMITTEE

B-1 Consideration for disposition of unused, undeveloped parkland located at Kirchner's Highland Park, 79th Street between 14th Avenue and 17th Avenue. (District 3) (Deferred from June 8, 2009 meeting)

B-2 Consideration for disposition of unused, undeveloped parkland located at Werve's Park, 73rd Street and 47th Avenue. (District 15) (Deferred from June 8, 2009 meeting)

B-3 Memorandum of Agreement between the City of Kenosha and the UW Parkside for usage of the lower level of the Southport Beachhouse. CEDAR Agreement (District 2) (Deferred from June 8, 2009 meeting)

B-4 AT&T Cell Tower Lease. (District 9) (Deferred from June 8, 2009 meeting)

C. REFERRED TO COMMITTEE

C-1 Request from the Kenosha AFL-CIO Council for use of a Showmobile and benches for Laborfest at St. Therese picnic grounds on Monday, September 7, 2009 with full co-sponsorship. (District 9)

C-2 Request from John Younk, Midwest Concessions, to provide concessions at Simmons Island for the July 4th Fireworks. (District 2)

C-3 Request from Bean Grinders Coffee LLC to have concessions on 57th Street and 3rd Avenue from mid May to mid October from 7:00 am to sunset. (District 2)

C-4 Acceptance of Project #07-1412 Poerio Park Paved Trail (13th St & 15th Ave) and Project #07-1413 Columbus Park Parking Lot (2003 54th Street) which has been satisfactorily completed by Payne & Dolan, Kenosha, Wisconsin in the amount of $140,998.47. (Districts 1 & 7)

INFORMATIONAL ITEM: Parks CIP Line Item.

INFORMATIONAL ITEM: Status of Co-sponsorship Policy.

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 8, 2009

A meeting of the Board of Park Commissioners was held on Monday, June 8, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:18 pm by Chairman Ruef.
Roll Call: Present: Commissioner Casey, Carpenter, Downing, and Orth. Staff members in attendance were Jeff Warnock, Mary Durkee, Sharon Krewson, and City Attorney Bill Richardson.

It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, June 1, 2009. Motion passed 5-0.

1. Request from Joe Bohaczek, Great Lakes Watercross Series, for permission to allow fermented malt beverages to be consumed at Pennoyer Park for their event on July 24-26, 2009.
   Public Hearing: No one spoke.
   It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to approve. Motion passed 3-2, with Commissioners Ruef and Orth voting nay.

2. Reconsideration of the request from the H.H.C. Employment Services along with the Parkside Baptist Church for the following:
   a. Approval to use the City's Showmobile on Saturday, July 18, 2009
   b. Approval of 50/50 co-sponsorship in the amount of $237.50 ($475.00 Total)
   Public Hearing: Hayes Smith, Jr Executive Director of H.H.C. Employment Services was present.
   It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to reconsider. Motion passed 4-1, with Commissioner Ruef voting nay. It was moved by Commissioner Downing, seconded by Commissioner Orth, to approve a. Motion passed 4-1, with Commissioner Ruef voting nay. It was moved by Commissioner Downing, seconded by Commissioner Orth, to deny b. Motion passed 4-1, with Commissioner Casey voting nay.

3. Reconsideration of the request from the Mary Lou Foundation for the following:
   a. Approval to hold "Jazzfest" at Celebration Place in HarborPark on Saturday, August 22, 2009,
   b. Approval of co-sponsorship in the amount of $4,002.00
   Public Hearing: SR Mills, Board member of the Mary Lou Foundation, spoke on how this event will be bringing people from Chicago and Milwaukee to Kenosha and they would be staying in our hotels and dining at our restaurants, bringing dollars to the City of Kenosha. Tim Mahone thanked the commission for their support last 5 years. That the Foundation has given 101 scholarships at $1000 each to students of Kenosha High Schools. The Foundation also has a womens health fund, this has helped over 124 women.
   Staff/Commissioners: Commissioner Orth would like to have a better policy on co-sponsorship. Commissioner Casey agrees that a policy should be in place, but we have supported the co-sponsorship in the past that we should approve the co-sponsorship this year.
   It was moved by Commissioner Downing, seconded by Commissioner Casey, to approve a. Motion passed 5-0. It was moved by Commissioner Casey, seconded by Commissioner Orth, to approve b. Motion passed 5-0.

4. Request from Sara DiVito for the following:
   a. Approval to use Poerio Park on June 27, 2009, to raise funds for the Relay for Life (American Cancer Society)
   b. Approval to waive the fees for $300.00
   Public Hearing: Brian DiVito, 2206 Oregon St, was present.
   It was moved by Commissioner Casey to approve both a & b. Motion failed for lack of a second. It was moved by Commissioner Orth, seconded by Commissioner Carpenter, to approve a. Motion passed 5-0. It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to deny b. Motion passed 4-1, with Commissioner Casey voting nay.

5. Request from Kemper Center for the following:
   a. Approval to use the City's Showmobile on June 23, July 7, August 11, and August 12 for their Twilight Jazz Series
   b. Approval of 50/50 co-sponsorship in the amount of $170.00 ($340.00 Total) per concert

   Public Hearing: No one spoke.
   It was moved by Commissioner Orth, seconded by Commissioner Downing, to approve a. Motion passed 5-0. It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to deny b. Motion passed 4-1, with Commissioner Casey voting nay.

6. Consideration for disposition of unused, undeveloped parkland located at Kirchner's Highland Park, 79th Street between 14th Avenue and 17th Avenue.
   Public Hearing: Julianne Sertich, 1413 79th Street, informed the commission that she can't put a garage up because the City owns half her driveway.
   Staff/Commissioners: Sharon Krewson informed the commission that back in 1930 that this was designated for a tot playground and a park study was done and that this piece of land will never be used as a park. Commissioner Ruef asked if the City can do this. City Attorney Bill Richardson didn't see any problem. Commissioner Orth would like to defer this and item # 7 so the commission could get more information. Sharon informed the commission that item #7 is buildable, were this item is not. Sharon also informed the commission that the deeds do not have any restrictions.
   It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to defer item #6 and item #7 to the next meeting to be held on Monday, June 29, 2009. Motion passed 5-0.

7. Consideration for disposition of unused, undeveloped parkland located at Werve's Park, 73rd Street and 47th Avenue. See item #6 for action taken.

8. Acceptance of Project #08-1406 Simmons Island Restroom Renovations (5001 4th Avenue) which has been satisfactorily completed by Bane Nelson, Kenosha, Wisconsin in the amount of $79,328.95.
   Public Hearing: No one spoke.
   It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve. Motion passed 5-0.

9. CEDAR Agreement
   Public Hearing: John Skalbeck, University of Wisconsin Parkside, was present.
   Staff: Jeff asked the commission to defer this to the next meeting.
   It was moved by Commissioner Orth, seconded by Commissioner Carpenter, to defer to the next meeting to be held on Monday, June 29, 2009. Motion passed 4-1, with Commission Casey voting nay.

10. ATT Lease
    Public Hearing: No one spoke.
    Staff: Jeff asked the commission to defer this to the next meeting.
    It was moved by Commissioner Downing, seconded by Commissioner Carpenter, to efer to the next meeting to be held on Monday, June 29, 2009. Motion passed 5-0.

11. Approval of Mayor's Youth Employment in the Arts Program designs for murals to be installed at Washington Park on the concession building.
    Public Hearing: No one spoke.
    It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve. Motion passed 5-0.

12. Acceptance of the resignation of Donald Ruef as Chairman of the Board of Park Commission effective June 15, 2009.
Public Hearing: No one spoke.
It was moved by Commissioner Orth, seconded by Commissioner Carpenter, to Receive and File. Motion passed 4-0, with Commissioner Ruef abstaining.

13. Informational Item: Skateboard Park
Public Hearing: Ralph Ruffolo, Southport Rigging, spoke about the Anderson Skate Park Dedication events to be held on Sunday, June 21, 2009, National Go Skateboard Day. There will be a plaque with all the donors. He also informed the commission that since the skateboard park open there has been an average of 50 to 60 kids a day.
It was moved by Commissioner Carpenter, seconded by Commissioner Casey, to Receive and File. Motion passed 5-0.

DIRECTOR/SUPERINTENDENT COMMENTS: Jeff asked the commission if they wanted to hold a special meeting before Common Council on June 15, 2009 to elect a new chairman or at the next meeting, June 29, 2009.

CITIZEN/COMMISSIONERS COMMENTS: Kevin Griffin, 7721 19th Avenue, spoke on the problems at Little League Park. Weeds growing along the concession stands, garbage in the dugouts, restrooms not being cleaned, outfield has dandelions, dogs run loose, no signs stated that dogs must be on a leash, and because there are dogs there is dog waste all over the park. He also is upset the when he leaves a message that he would like a return phone call. Anna Moldenhauer, 6554 5th Avenue, wanted to thank the commission for the restrooms at Simons Island Beachhouse. Alderman Misner, 13th District, spoke on the success of the Anderson Skateboard Park and thanked Snap On for the contribution. Commissioner Downing just wanted to express that there are more than two (2) parks, Harbor Park and the Sports Complex. Commissioner Ruef thank Ralph Ruffolo for all his work with the skateboard park.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 6:26 pm.

CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Special Meeting Minutes – June 15, 2009

A meeting of the Board of Park Commissioners was held on Monday, June 15, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 7:50 pm by Chairman Ruef.
Roll Call: Present: Commissioner Carpenter, Casey, Downing, and Orth. Staff members in attendance were Ron Bursek.

1. Election of Commission Chairman
   Public Hearing: No one spoke.
   Staff/Commissioners: Commissioner Casey voiced his views and opposition to Commissioner Orth as Chairman.
   Chairman Ruef passed the gavel and made the motion to elect Commissioner Orth Chairman, seconded by Commissioner Downing. Motion passed 4-1, with Commissioner Casey voting nay.

DIRECTOR/SUPERINTENDENT COMMENTS: No one spoke.

CITIZEN/COMMISSIONERS COMMENTS: No one spoke.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 7:55 pm.

B-1
B-2

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176

KENOSHA 1850 WISCONSIN

EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
ASSISTANT CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

June 26, 2009

Board of Park Commissioners,
City of Kenosha,
Kenosha, Wisconsin 53140

Re: Transfer of Park Land

Dear Members of the Park Commission:

The City is the record owner of property dedicated to the City for a playground when platted in 1930. The adjacent property owners have used and maintained the land since their houses were built. A 1979 opinion from the City Attorney's Office states that there is a "good possibility" that the adjoining property owners acquired the property through adverse possession. A 1985 park disposition study states the property will not be developed for a playground and that the property should be transferred to the adjacent property owners.

An adjacent property owner is interested in constructing a garage on her property. Part of the existing driveway is on the City park land. In order to construct the garage, a portion of the City property would need to be transferred to the property owner.

Section 27.08, Wisconsin Statutes, allows for the creation of a Board of Park Commissioners who generally are empowered to govern, manage, control, improve and care for public parks. Section 6.01 of the Code of General Ordinances reiterates the duties of the Board of Park Commissioners. It also states the Board has the ability to exercise powers conferred upon it by Section 27.08, Wisconsin Statutes. Of particular significance is Section 27.08(2)(c), Wisconsin Statutes, which gives the Board, subject to approval of the Common Council, the power to "sell or exchange property no longer required for its purposes."

At the June 8, 2009, meeting of the Board, there was some concern about the City's ability to dispose of park land. Clearly, Section 27.08(2)(c) permits that action. Further, Shari Krewson, the City's real estate agent, advises that there are no deed restrictions to the property that would prohibit such a conveyance.

As was discussed in 1979, the property owners may be able to assert claim to the property by adverse possession. At that time, there was reliance upon Section 893.08, Wisconsin Statutes, in rendering an opinion. Since that time, Section 893.29, Wisconsin Statutes, was created. The statute states that title in real property belonging to a city may be obtained by adverse possession if the adverse possession continues uninterruptedly for more than twenty (20) years. In 1997, Section 893.29 was amended to include language that adverse possession must also be based upon a continuously maintained fence line which has been agreed upon by the current landowners.

The July 1979 opinion of the City Attorney reflects that as of that time there was thirty (30) years of adverse occupancy. Consequently, there may be an issue as to what "version" of the adverse possession statute is applicable. There may also be an issue regarding the application of Section 893.33, Wisconsin Statutes, which establishes a statute of limitations period for actions concerning real estate. In any case, there does appear to be a genuine issue regarding the applicability of adverse possession to the property in question.

Respectfully submitted,

William K Richardson

WILLIAM K. RICHARDSON,
Assistant City Attorney

WKR:ri

cc: Sharon Krewson, Real Estate Agent

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FACT SHEET Parks Commission	Community Development Division 625 52nd Street Kenosha, WI 53140 (262) 653-4030	June 8, 2009	Item #
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.

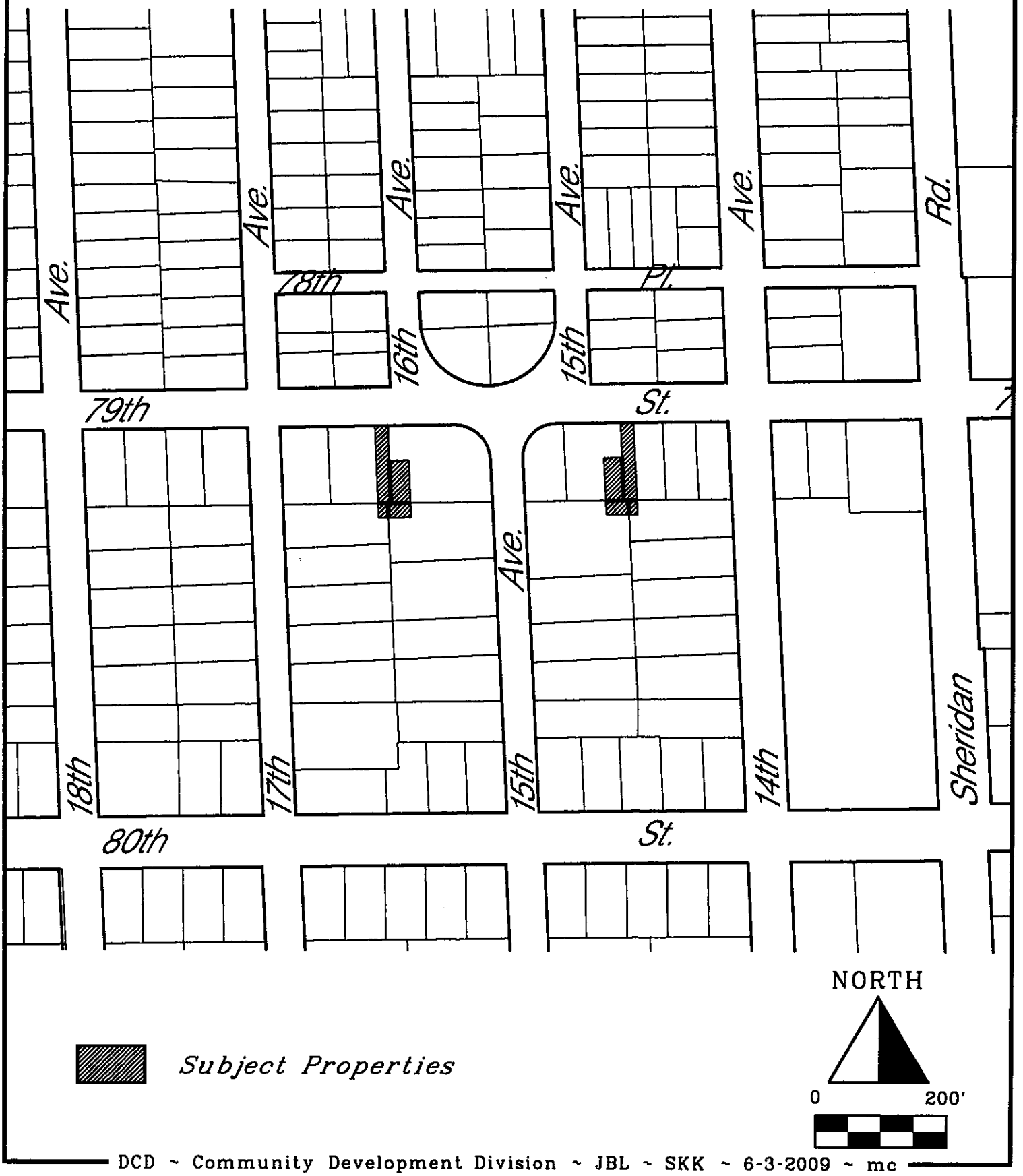
Sharon Krewson

Sharon K. Krewson, Real Estate Agent

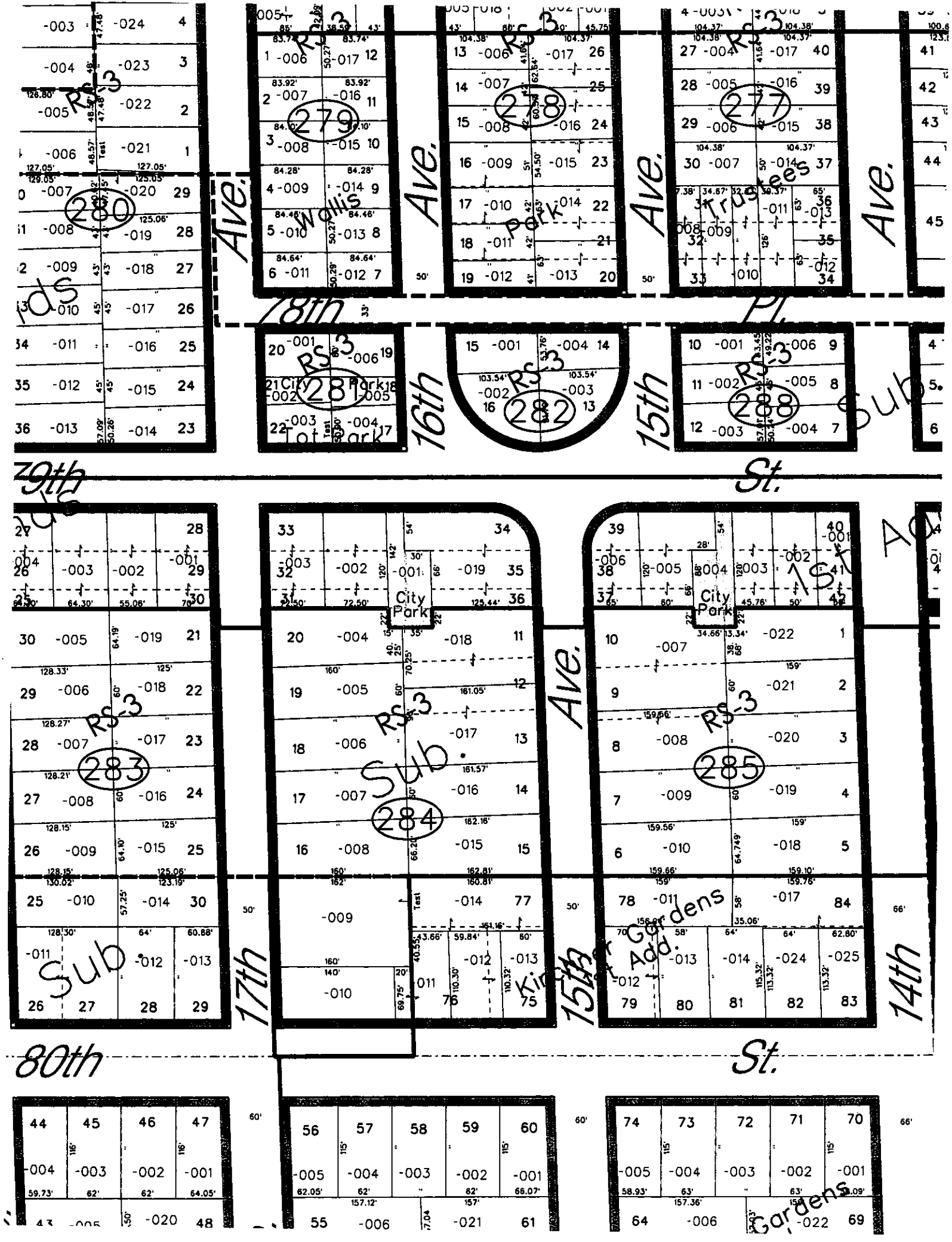
/u2/acct/cp/csusans/KREWSON/MISC/2009/PARKS-fs-Kirchner.odt

CITY OF KENOSHA

General Location Map
City-Owned park land
Kirchner Highlands Subdivision



DCD ~ Community Development Division ~ JBL ~ SKK ~ 6-3-2009 ~ mc



RS-3
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Wallis
Park
Trustees
City Park
Tot Park
Sub
Kirchner Gardens
1st Add.
Gardens
Ave.
Pl.
St.
78th
79th
80th
16th
15th
17th
14th

B-2

FACT SHEET Parks Commission	Community Development Division 625 52nd 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

/u2/acct/cp/csusans/KREWSON/MISC/2009/PARKS-fs-Werve.odt

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.

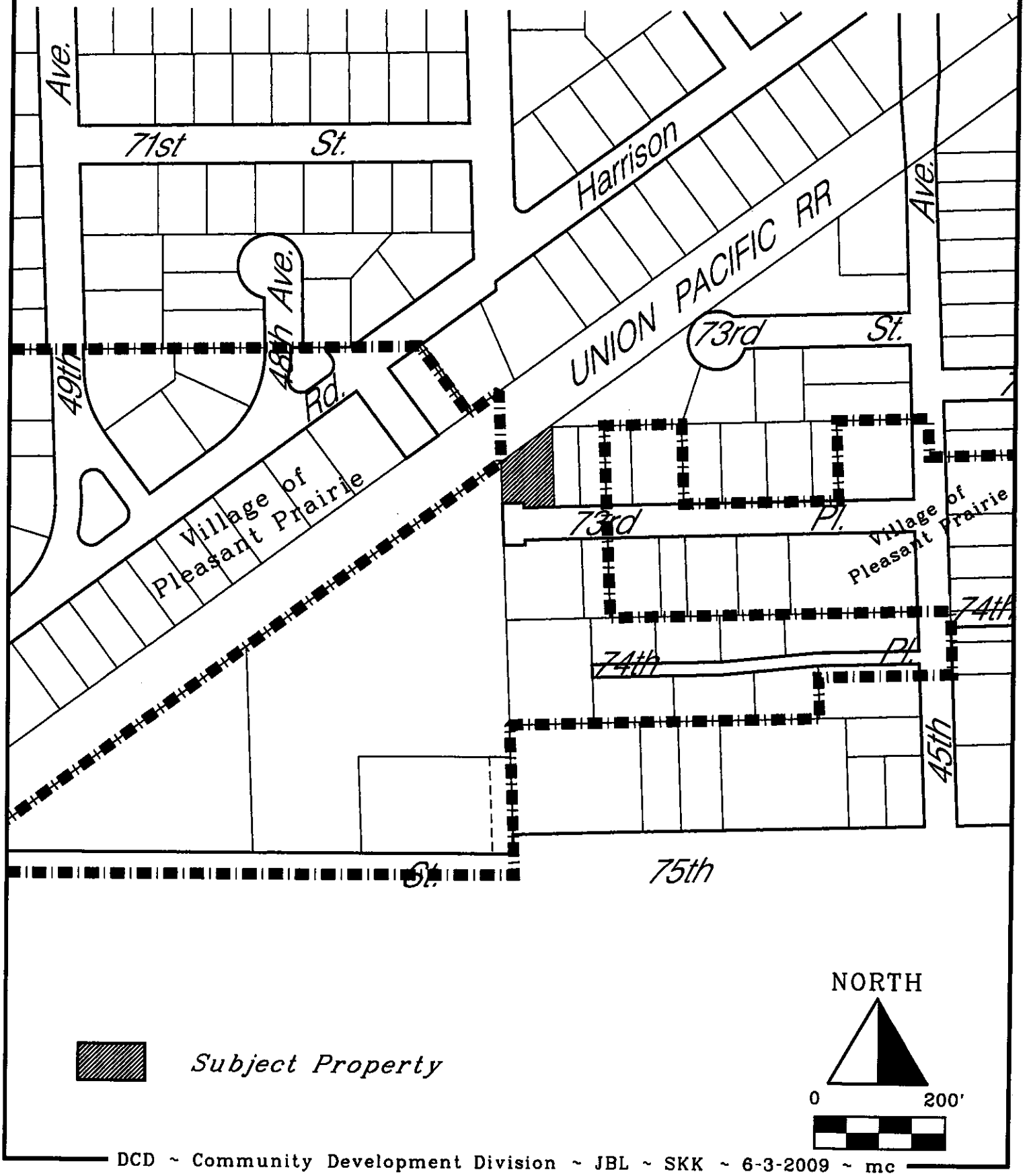
Sincerely,

Philip R. Pofahl

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



DCD ~ Community Development Division ~ JBL ~ SKK ~ 6-3-2009 ~ mc

B-3

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

6/26/09

Diane,

For packet please place this unsigned agreement in for Monday Commission. Any questions please call me.

Thanks Jeff

This Memorandun _____, **2009,** by and between the **CITY OF KENOSHA,** e State of Wisconsin, hereinafter referred to as **"CITY"**, and **IVERSITY OF WISCONSIN SYSTEM**, a body corporate sconsin, operating as **THE UNIVERSITY OF WISCO** **"UW-P"**.

WHEREAS, CITY ar onmental education center to increase and improve environn ort interdisciplinary environmental research opportu ly sound residential and commercial products and busin ation for the Great Lakes ecosystem and connected waters

WHEREAS, CITY is pr House at 7825 First Avenue, for experiential environmental ed 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, 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 the **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.

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.

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** or **CITY** may terminate this Agreement, with or without cause, upon **ninety** (90) days written notice to the other party. 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.

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 may 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 require 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: _____

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 W. STREETER
Vice Chancellor

COUNTY OF KENOSHA)

SS

STATE OF WISCONSIN)

Personally came before me this 3rd day of June, 2009, **LANE EARNS, Interim Chancellor**, and **William W. 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: Cheryl T Gunderson
Notary Public, Kenosha County, State of Wisconsin
My commission expires: 03/13/2011

APPROVED AS TO FORM:

_____
MATTHEW A. KNIGHT
Assistant City Attorney

B-4

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.

C-1

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June 25, 2009

TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: Request from the Kenosha AFL-CIO

The Park Division has received the annual request from the Kenosha AFL-CIO Council for park equipment usage for their Laborfest to be held on Monday, September 7th at St. Therese picnic grounds. In the past this event was held at Columbus Park with full co-sponsorship. A few years ago, it was moved to St. Therese for several reasons, including weather conditions.

The Park Division provides the Showmobile and park benches for this event, which includes delivery and removal. The equipment is delivered and picked up during normal work day hours by employees. Rental fees: Showmobile - $250.00 and $150.00 for the benches

Recommendation from staff is to approve the request for equipment with full co-sponsorship

Kenosha AFL-CIO Council

3030 - 39th AVENUE • KENOSHA, WISCONSIN 53144
Phone (262) 657-3808 • Fax (262) 657-5242

RECEIVED
APR 28 2009
CITY OF KENOSHA
MAYOR'S OFFICE

Mayor Keith Bosman
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Dear Mayor Bosman

May 01, 2009

The Kenosha AFL-CIO Central Labor Council will again hold Laborfest 2008 at St. Therese picnic grounds on Kenosha's south side. As you know we moved it for several reasons but mainly the weather.

As in the past we ask that the City of Kenosha provide the band shell and benches. We would like to meet with you or your representative to discus this

We always appreciated the City of Kenosha's help on making this event possible and we hope you will continue to do so.

Sincerely,

Ron Frederick

Ronald J. Frederick, President
Kenosha AFL-CIO Central Labor Council

cc: File

C-2

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TO: Michael Orth, Chairman, Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: Request to sell concessions

A request from John Younk of Midwest Concessions to sell items on the 4th of July at Simmons Island Park. Mr. Younk has been providing concessions at this location for several years, setting up in front of the Simmons Island Bathhouse. The only exception was when there was an agreement with another concessionaire for that site.

At this time, there is not an approved concessionaire for the location or date requested by Midwest Concessions. The other food vendors for the 4th of July, set up by Administration are being charged $100.

Staff recommendation is to approve the request with a fee of $100.

JUNE 8, 2009

MARY DURKEE
BOARD OF PARK COMMISSIONERS
CITY OF KENOSHA 653-4080

REFERENECE : PARK CONCESSION, SIMMONS ISLANDS, JULY 4TH, 2009

DEAR PARK COMMISSIONERS;

REQUEST CONCESSION RIGHTS FOR SIMMONS ISLAND ON JULY 4TH, "FIREWORKS." OUR FIRM HAS WORKED WELL OVER THE PAST YEARS WITH THE PARK COMMISSIONERS AND THE CITY OF KENOSHA.

SINCERELY,

JOHN A. YOUNK
MIDWEST CONCESSIONS
3841 CHICORY ROAD
RACINE, WI. 53403
554-1777

Concession ideas would consist of soda, Popcorn, Hot Dogs, nachos, candy. Prices would range from $1.00-$3.00

C-3

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TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent

RE: Request to sell concessions

A request has been received from Bean Grinders Coffee LLC, to sell various concessions at the corner of 57th Street and 3rd Avenue.

Scheduling of locations and times will need to be worked out with the Park Superintendent, as not to interfere with other activities, special events and other vendors that have been previously approved by the Commission.

Recommendation of staff includes the following stipulations for each entity:

1. Scheduling of location and times to be worked out with Park Superintendent
2. Executed Concessionaire Agreement
3. Certificate of Liability Insurance in the amount of one million dollars, naming the City of Kenosha as an additional insured
4. Fee: 10% of gross sales

Who: BEAN GRINDERS COFFEE LLC

Address: 3915 52nd ST
Kenosha, WI 53144
Telephone 262-515-7313
E-Mail: wvalenti@wi.rr.com

What: Remote location Kiosk

Where: Corner of 57th ST and 3rd AVE in Kenosha, WI, Southport Marina area.

When: Summer Hours; 7 AM to Sunset (or later depending on events in the area) Mid May to Mid October.

Why: Provide a convenience to people visiting the Kenosha harbor area.

SERVING:

Coffee: Dark Roast Columbian, plus flavored coffee's depending on customer taste

Espresso Drinks: Such as Cappuccino's, Latte's, Mocha's and other specialty espresso drinks served either **HOT** or **COLD**.

Smoothies: Variety of flavors to choose from.

Hot or Iced Chai's, Variety to choose from

Coffee Based Blended Ice drinks: Variety to choose from.

Bakery Items: Featuring our Healthy Bagel, Plus; Muffins and Bagels From local bakeries.

Panini's: Ham, Turkey plus our Breakfast Panini served all day

Chicago Style Hot Dogs: featuring Vienna Beef Hot Dogs and Sausages

Soft Serve Ice Cream/Yogart

Also Serving: Bottled Water, Soda, Slushies and Fresh Fruit (Apples, Oranges, Banana's).

C-4

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June 23, 2009

To: G. John Ruffolo, Chairman, Public Works Committee
Michael Orth, Chairman, Park Commission

From: Michael M. Lemens, P.E. 6-23-09
Director of Engineering/City Engineer

Subject: Acceptance of Project #07-1412 Poerio Park Paved Trial (13th St & 15th Ave) and Project #07-1413 Columbus Park Parking Lot (2003 54th St)

Please be advised that the above referenced project has been satisfactorily completed by Payne & Dolan, Kenosha, Wisconsin. The paved trial part of this project consisted of paving approximately 1720 feet of 10 foot wide path over the existing limestone path and excavating and grading to extend the path approximately 350 feet beyond the existing limestone path and paving the extension. The parking lot part of the project consisted of resurfacing, construction landscape islands, sodding and walk and driveway replacements.

It is recommended that the project be accepted in the final amount of $140,998.47. Original contract amount $114,223.08 plus $17,776.92 for contingency for a total contract amount of $132,000.00.

MML/kjb

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June 25, 2009

To: Michael Orth, Chairman
Park Commission

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

Subject: ***Informational Item – Parks CIP Line Items***

BACKGROUND INFORMATION

Public Works staff is continuing to analyze of the Capital Improvement Plan for the Parks Division from 2007 to 2009 which included a summary of the work that could be completed upon verification of the funding available. Public Works is continuing to gather information through site investigations at the Parks. The Parks superintendent, a supervisor and the assistant city engineer will be conducting park evaluations over the next several months looking at the conditions of the features, the overall park condition to manage the upcoming budgets for needed parks projects. Attached is the preliminary analysis of the projects that Public Works could complete using the 2008 and 2009 CIP allocations.

RECOMMENDATION

Informational item only, no action is required. Public Works is recommending that the Committee consider working towards completing projects utilizing the 2008 and 2009 funding and dropping the 2007 projects to allow the park evaluations to identify future needs of the Parks.

	2007	2008	2009	Comments - Possible Projects
[redacted]				
Sidewalk/Bike Trail/Picnic	$37,000			
Sportfield Improvements	$35,000			
Playground Improvements	$15,000			
Design/Engineering	$15,000			
Picnic Shelter	$45,000			
Pond Improvements				
CIP	$109,990			
Park Impact Fees	$37,010			
[redacted]				
Tree Reforestation	$75,000	$75,000	$75,000	
Tree/Stump Removal	$60,000	$60,000	$60,000	
[redacted]				
Design/Engineering			$15,000	Delay use of this funding as recommended to Park commission for
Develop Nature Trail			$100,000	reanalyzing Nash Park regarding the western portion of the Park.
CIP			$102,265	
Park Impact Fees			$12,735	
[redacted]				
Restroom, Concession		$46,000		Funding partially spent for Skateboard Park. The remaining
Lighting	$76,000			funding allocation is expected for the Virginia Graeme Baker Act
Pathways/Lighting	$50,000			modifications and the pool heater upgrades.
Design/Engineering	$22,000	$18,000		
Pool Heater			$25,000	
[redacted]				
Velodrome Improvement	$30,000			Funding Pool heater upgrades.
Restrooms, Conc. Shelter	$70,000			
Design/Engineering	$15,000			
Pool Heater			$43,000	
[redacted]				
Sportfield Improvements	$85,000			Upgrade the backstops at the remaining two ball fields and install
Design/Engineering	$15,000		$12,500	3 bleacher pads at each of the 4 diamonds.
Pathways/Lighting			$28,000	
Pond Improvements			$20,000	
CIP	$64,425		$52,010	
Park Impact Fees	$35,575		$8,490	
[redacted]				
Construction	$38,000	$68,000	$53,000	Partially fund the requirements to meet the Virigina Graeme
Design/Engineering	$5,000	$10,000	$7,000	Baker Act modifications at Anderson and Washington Park pools.
Restroom Upgrades				
[redacted]				
[redacted]				
Picnic Shelter	$39,000	$42,000		Assume money has been spent for Picnic Shelter Improvements
Design/Engineering	$3,000	$5,000		
[redacted]				
Playground Improvements		$55,000		Assume money has been spent.
Construction		$5,000		
Design/Engineering				

	2007	2008	2009	Comments - Possible Projects
Southport Park				
Building Rehabilitation		$75,000		Assume money has been spentfor the renovations of the lower level.
Park Renovation	$30,000			
Parking Lot Improvements		$70,000		
Design/Engineering	$3,000	$15,000		
CIP	$31,585	$71,000		
Coastal Management Grant		$40,000		
Park Impact Fees	$1,415	$49,000		
Simmons Hall Park				
Building Rehabilitation		$40,000		Assume money has been spend for the renovations of the public restrooms and sanitary ejector pump.
Washington/Washington Park				
Kennedy Park				
Landscaping	$12,500			
Restroom Facility Improve.		$44,000		Hire an architectural consultant to upgrade the restrooms at Kennedy Park to be ADA complinat and revisit the need of a Master plan.
Design/Engineering		$5,000	$45,000	
Albany Park				
Columbus Park				
Quarry Park				
Picnic Shelter	$27,000			
Sportfield Improvements	$12,000			
Design/Engineering	$3,500			
CIP	$41,085			
Park Impact Fees	$1,415			
Hilton Park				
Hobbs Park				
Parking Lot Improvements	$9,000			
Design/Engineering	$1,000			
Skateboard Park				
Construction		$115,000		Assume money has been spent for construction.
Other		$115,000		
Pool Renovations				
Park Renovation	$47,000	$50,000	$52,000	Anderson Park pool area could use some sidewalk repairs as well as the restroom shelter in Alford Park could be removed and the open shelter in Washington.
Design/Engineering	$3,000	$5,000	$8,000	
Neighborhood Park - Spray				
Spray Park	$67,000			
Design/Engineering	$8,000			
Municipal Golf Course				
Paving		$45,000		Resurface parking lot and pave overflow lot
Design/Engineering		$5,000		
Tuck Pointing				
Golf Fund		$50,000		

	2007	2008	2009	Comments - Possible Projects
Irrigation Systems				
Veteran's Memorial Park			$25,000	Add irrigation around grass area of concert and Harborpark
Harborpark			$12,000	between the museums.
Sunrise Park (Walnut Grove)				
Bike Trail Expansion		$45,000		New land acquisition recommend a master plan be developed to
Playground Improvements		$35,000		include the entire site.
Design/Engineering		$11,500		
Softball Diamond/Backstop				
Walking Path/Landscape				
CIP				
Park Impact Fees		$91,500		
Saint Peter's Park				
Gateway Park				
Design/Engineering	$15,000			This site is currently undergoing a wetland mitigation project.
Walking Path/Bridges		$95,000		May 2009 submitted a grant for reimbursement of design costs
Signage	$5,000			for development of a nature trail system.
Park Impact Fees	$20,000	$95,000		
Floral Garden Water Serv				
Water Service			$13,000	water service to isolated floral gardens, medians, and parks
Design/Engineering			$2,000	
Bike Path Over Walnut Rd				
Bike Trail Expansion	$35,000			
Design/Engineering	$3,000			
Continguency	$2,000			
CIP	$17,890			
Park Impact Fees	$22,110			
Perrett Park				
Simmons Island Marina				
Design/Engineering		$25,000		Repair and Replace a portion of seawall and road along boat side
Construction		$120,000		of small harbor
Strawberry Creek Areas				
Kenosha Harbor				
Dredging			$300,000	Project is currently being completed. Assume money will be spent under contract.
Southport Marina				
Dredging			$90,000	Transfer money to complete the Comprehensive Outdoor Recreation Plan (CORP) to continue eligibiltiy for grant programs.
Simmons Marina Seawall				
Construction		$449,000		Assume money has been spent for the seawall repair.
CIP Funds	$895,475	$1,748,500	$880,000	
Outside Funds	$117,525	$440,500	$12,735	
Total Funds	$1,013,000	$1,308,000	$867,265	

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June 25, 2009

TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: Co-sponsorship policy

I am currently working on a co-sponsorship policy for profit and non-profit organizations. In October, the commission reviews the annual fees, charges and policies for the Park Division for the following year. This co-sponsorship policy will be incorporated with this review.