AGENDA
CITY OF KENOSHA - BOARD OF PARK COMMISSIONERS

Monday, July 13, 2009
Municipal Office Building Room 202
5:15 pm

Chairman: Michael Orth

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

Call to Order
Roll Call

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on June 29, 2009.

B. DEFERRED TO COMMITTEE

B-1 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 and June 29, 2009 meetings)

B-2 Request from Bean Grinders Coffee LLC to have concessions on 57th Street and 3rd Avenue from mid May to mid October form 7:00am to sunset. (District 2) (Deferred from June 29, 2009 meeting)

C. REFERRED TO COMMITTEE

C-1 Moratorium of Lake Front Peddlers.

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 29, 2009

A meeting of the Board of Park Commissioners was held on Monday, June 29, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:15 pm by Chairman Orth.
Roll Call: Present: Commissioner Casey, Carpenter, Downing, and Ruef. Staff members in attendance were Ron Bursek, Director of Public Works, Jeff Warnock, Kevin Risch, Jan Schroeder, Sharon Krewson, and Assistant City Attorney Bill Richardson.

It was moved by Commissioner Casey, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, June 8, 2009. Motion passed 5-0.

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)
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve. Motion passed 5-0.

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)
It was moved by Commissioner Casey, seconded by Commissioner Carpenter, to approve. Motion passed 5-0.

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).
Staff/Commissioners: Jeff Warnock, Park Superintendent, requested that item be deferred to next scheduled meeting so that an edit to the agreement may be made.
It was moved by Commissioner Ruef, seconded by Commissioner Carpenter, to approve. Motion passed 5-0.

B-4. AT & T Cell Tower Lease (District 9) (Deferred from June 8, 2009 meeting)
Staff/Commissioners: Jeff Warnock requested a motion to separate the two items of the agreement, the tower lease and the building plan.
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve separating the two items. Motion passed 5-0.
Staff/Commissioners: Commissioner Casey stated that he was not in favor of putting cell towers on public property. He also stated that if the City moved forward with the lease, to make sure that cost comparables are provided. Chairman Orth asked if the money from the agreement could be used for the pavillion and if the city could get a better rate from AT & T.
It was moved by Commissioner Casey, seconded by Commissioner Downing, to move forward with the tower lease with the requirement of obtaining a copy of the lease and cost comparable information prior to its approval. Motion passed 5-0. It was moved by Commissioner Ruef, seconded by Commissioner Casey, to defer building plan until next scheduled meeting. Motion passed 5-0.

C-1. Request from 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)
Staff/Commissioners: Commissioner Casey asked for clarification of the co-sponsorship policy. He cannot support request. Commissioner Downing stated that although the labor cost submitted by Park Division for setup of Showmobile and benches is $0, it was not so because these staff could be doing other tasks. Commissioner Carpenter stated that she would be support denial of request because money is too tight and there are too many requests for these items.
Chairman Orth abstained from voting due to affiliation with organization making request. It was moved by Commissioner Ruef, to approve, motion failed for lack of second. It was moved by Commissioner Casey, seconded by Commissioner Downing,to deny request. Motion passed 4-0.

C-2. Request from John Younk, Midwest Concessions, to provide concessions at Simmons Island for the July 4th Fireworks. (District 2)
Staff/Commissioners: Jeff Warnock spoke. Commissioner Casey asked if this was a one-time permit with fee and Jeff Warnock confirmed it was.
It was moved by Commissioner Casey, seconded by Commissioner Carpenter, to approve. Motion passed 5-0.

C-3. Request from Bean Grinders Coffee LLC to have concessions on 57th Street and 3rd Avenue from mid-May to mid-October from 7:00am to sunset. (District 2)
Public Hearing: Bill and Donna Valenti, 4222 25th Street; Alex Shehadeh, 7304 97th Avenue, Jennifer Heim, 6104 3rd Avenue, Mike Gordon, 409 59th Street, Carolyn Kirkby, 1351 52nd Street, Bethany Wise, 11555 8th Avenue, Pleasant Prairie, Gary Hohmeyer, 6523 5th Avenue, Dave Henkins, 11203 61st Avenue, Anna Moldenhauer, 6554 5th Avenue, Joe Dora, 13617 92nd Street, Mike Bjorn, 3813 16th Avenue, Julie Rittmiller, 9501 73rd Street, Lyna Postuchow, 4912 24th Avenue, David Haas, 2434 44th Ct, Lewis Aceto, 6211 68th Street, Courtney Winea, 7518 7th Avenue, Andrea Woodward, 7524 20th Avenue spoke.
Staff/Commissioners: Commissioner Casey stated that Park Division needed to work with the Lakeshore Business Improvement District for better utilization of HarborPark area. Commissioner Carpenter stated she would support this request for this year to help encourage increased business for everyone. Chairman Orth read the e-mail from Ald. Moldenhauer, the alderman of the district, (enclosed). Chairman Orth stated that there were good points on both sides of the issue. Commissioner Casey asked what was the economic impact of the request for this area.
It was moved by Commissioner Downing, seconded by Commissioner Ruef, to defer request until next scheduled meeting and instructed staff to develop policy for temporary business licenses on lakefront. Motion passed 5-0.

C-4. Acceptance of Project #07-1412 Poerio Park Paved Trail (13th Street & 15th Avenue) 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)
It was moved by Commissioner Ruef, seconded by Commissioner Downing, to approve. Motion passed 5-0.

Informational Items

Parks CIP Line Items
Chairman Orth, Commissioners Ruef and Carpenter, Ron Bursek and Jeff Warnock spoke.

Status of Co-Sponsorship Policy
Chairman Orth, Commissioners Casey and Carpenter spoke.

DIRECTOR/SUPERINTENDENT COMMENTS: Jeff mentioned that Park Division staff is working to remove the graffiti at Skateboard and Nash Parks.

CITIZEN/COMMISSIONERS COMMENTS: Anna Moldenhauer, 6554 5th Avenue spoke.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 6:47 pm.

B1

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

July 10, 2009

TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

RE: CEDAR Agreement

BACKGROUND INFORMATION

This Memorandum of Agreement is between the City of Kenosha and UW Parkside for use of the lower level of the Southport Beachhouse. The improvements of this section of the building was a joint effort between all parties involved for the past several years.

STAFF RECOMMENDATION

Staff recommendation is to approve the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

By and Between

THE BOARD OF PARK COMMISSIONERS
FOR 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 1st day of June, 2009, by and between the **BOARD OF PARK COMMISSIONERS FOR THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, 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 post-secondary

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 May 31, 2009. This Agreement shall automatically

be renewed for additional successive one year periods (June 1, 2010, to May 31, 2011) unless a party terminates the Memorandum by providing notice to the other in writing on or before thirty (30) days prior to expiration of the original term or any renewal term.

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.

BOARD OF PARK COMMISSIONERS FOR
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY:_____
MICHAEL J. ORTH, Chairman
Date:_____

BY:_____
RONALD L. BURSEK, Director of Public Works
Date:_____

COUNTY OF KENOSHA)
:SS.
STATE OF WISCONSIN)

Personally came before me this _____ day of _____, 2009, **MICHAEL J. ORTH, Chairman,** of the **BOARD OF PARK COMMISSIONERS,** and **RONALD L. BURSEK, Director of Public Works,** for the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be the such Chairman of said Commission and Director of said department 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
Date:_____

BY:_____
WILLIAM STREETER, Vice Chancellor
Date:_____

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

B-2

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
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DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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Telephone (262) 653-4050 · Fax (262) 653-4056

July 10, 2009

TO: Michael Orth, Chairman
Board of Park Commissioners

FROM: Jeff Warnock, Superintendent of Parks

Re: Request to sell concessions

BACKGROUND INFORMATION

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.

STAFF RECOMMENDATION

Staff recommendation denial of this request consistent with the recommendation in Item C-1 of this agenda.

If the commission approves this request the following stipulations should apply:

1. Scheduling of location and times to be worked out with the 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).

From: Mdon82432@aol.com

To: mdurkee@kenosha.org

Subject: a request of your favor --

Date: Mon, 29 Jun 2009 16:13:30 EDT *(15:13 CDT)*

Hi Mary --

Thanks for your help.

June 29, 2009

To: Parks Commission

From: Dist. II Alderman Don Moldenhauer

Re: Agenda item # C-3 (coffee vender)

I regret that last-minute travel prevents my presence at today's Park Commission meeting. That being said, I do want to present a perspective of this consideration from the alderman serving Dist. II and the City-at-large.

The dilemma is whether to control competition vs. allowing free enterprise, and also deciding which type of venders compliment and enhance a popular lakefront area which attracts many visitors and Kenoshans alike.

No questions about it, I openly admit my strong support of the "downtown" retail community; however I am equally supportive of m "free enterprise" -- those amenities (venders) that add ancillary benefits to the whole "recreational experience" of enjoying Kenosha's lakefront. An important side benefit is that this dynamic brings people to the lakefront -- within close proximity to the downtown retail venue.

Imagine the delight of children being treated to an ice cream cone with their parents while enjoying Wolfenbuttel Park or a walk along the marina on a warm summer afternoon. The unanswered question: would that same family walk 3.5+ blocks to look for an ice cream parlor in the downtown area? (consider that they just might be from out of town -- or, like a surprising number of Kenoshans -- unaware of what's available on 6th Ave.

While unquestionably supporting free enterprise, I would suggestion one discretionary control. Selection of venders will always favor Kenosha entrepreneurs, from anywhere in the City, where there are multiple applications for the same product/service (i.e., ice cream, coffee, bike rental, etc.)

This perspective is shared with the acknowledgment that the City does not limit retail merchants, or bars, or restaurants, or gas stations, etc., based on proximity to other like businesses. Yet, within the past year, the City Council did indeed deny a wine store license because it was deemed too close (almost four blocks) to an existing wine seller.

Thank you for your consideration.

06/29/09 16:18 CITY OF KENOSHA PARKS DEPT → CITY OF KENOSHA NO.618 P01
1 414 653 4093

C-1

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
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July 10, 2009

To: Michael Orth, Chairman
Board of Park Commissioners

From: Jeff Warnock, Park Superintendent

Subject: Moratorium of Lake Front Peddlers

BACKGROUND INFORMATION

This year the Parks Division has experienced a demand for portable vending stands or trailers attempting to enhance the lake front by offering foods and services. In attempting to honor these requests the Parks Division has realized that the current City Ordinances and Parks permits are in need of updating and appropriate wording for the new type of requests for this year. While discussing this issue with the City's Legal Department it has been decided to request the Commissioners to place a Moratorium for the remainder of this year on all requests by vendors to sell on the lake front. The City will move forward in updating and the creation of a City Ordinance addressing the current issues by the beginning of the 2010 season.

STAFF RECOMMENDATION

Staff recommendation is to approve the Moratorium for the remainder of this year.