

AGENDA
BOARD OF PARK COMMISSIONERS
Monday, October 11, 2010
Kenosha Municipal Building Room 202
5:00 pm

Chairman: Michael J. Orth
Vice Chair: Rocco J. LaMacchia, Sr.
Commissioners: Jesse L. Downing
Anthony Kennedy
Lawrence Green

Call to Order
Roll Call

A. APPROVAL OF MINUTES

A-1. Approval of minutes of regular meeting held on September 27, 2010..

C. REFERRED TO COMMISSION

C-1. Contract Agreement between Boys & Girls Club for the use of Little League Park.

C-2. Approval of Scoreboard for Anderson Park Baseball Diamond #2.

INFORMATIONAL:

1. CORP Stakeholder Meetings Summary
2. Washington Park Velodrome Restroom Status

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 – September 27, 2010

A meeting of the Board of Park Commissioners was held on Monday, September 27, 2010, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:07 pm. The following members were present: Chairman Orth, Commissioners LaMacchia, Downing, Kennedy, and Green. Staff members in attendance were Jeff Warnock.

It was moved by Commissioner Downing, seconded by Commissioner Green, to approve the minutes from the meeting held on Monday, September 13, 2010. Motion passed 5-0.

- C-1. Request from St. Joseph's High School to have a bonfire on Pennoyer or Simmons Island Beach on October 2, 2010.
It was moved by Commissioner Downing, seconded by Commissioner LaMacchia, to approve Simmons Island. Motion passed 5-0.

DIRECTOR/SUPERINTENDENT COMMENTS: We are finishing up Union Park, drinking fountain and lights for the sculpture. The next meeting will have a contract with Boys & Girls CYC and Little League Park.

CITIZEN/COMMISSIONERS COMMENTS: Virgil Presta, 2309 21st Street, asked about the parking lot by Carthage College. Commissioner Kennedy thanked the parks employees for Saturdays tour. Commissioner LaMacchia said that Saturdays tour was very informative and would like to do this twice a year. Commissioner Green said that he learned a lot on the tour. Commissioner Downing asked if Union Park has any vandalism.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 5:14 pm.

AGREEMENT

By And Between

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

THROUGH THE BOARD OF PARK COMMISSIONERS

and

BOYS & GIRLS CLUB OF KENOSHA, INC.

THIS AGREEMENT made and entered into by and between the **BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN**, a Municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 3617 65th Street, Kenosha, Wisconsin, 53142, hereinafter referred to as “**CITY**”, and **BOYS & GIRLS CLUB OF KENOSHA, INC.** organized and existing under the laws of the State of Wisconsin, having its principal office at 1715 52nd Street, Kenosha, Wisconsin, 53140, hereinafter referred to as “**BOYS & GIRLS CLUB.**”

WITNESSETH:

WHEREAS, CITY is the owner of parkland located at 5201 58th Street commonly known as Little League Park;

WHEREAS, BOYS & GIRLS CLUB desires to have preferential use of the baseball diamonds and the concession building (hereinafter “**PREMISES**”), located within Little League Park; and,

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

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, **CITY** and **BOYS & GIRLS CLUB** agree as follows:

1. USE. BOYS & GIRLS CLUB shall have the right to primary use of the **PREMISES** commencing April 1 and concluding November 1 of each year this Agreement is in effect. The usage granted **BOYS & GIRLS CLUB** shall include the right to enter into agreements with third parties to utilize the **PREMISES** so long as said use is consistent with the terms of this Agreement and does not violate any laws and/or ordinances.

2. CONCESSIONS. BOYS & GIRLS CLUB shall on the dates of its use of the **PREMISES,**

be entitled to sell concessions from the building intended for such purpose located on the **PREMISES** (“**CONCESSION BUILDING**”). Any such operation shall be done in a manner consistent with all applicable laws and ordinances. Any profit realized in the sale of such concessions shall be property of **BOYS & GIRLS CLUB**. **BOYS & GIRLS CLUB** agrees that it shall be responsible for securing the **CONCESSION BUILDING**.

3. COMPENSATION. **BOYS & GIRLS CLUB** shall pay Two Thousand dollars (\$2,000.00). In each subsequent year of this Agreement said minimum sum shall increase by three percent (3%). In addition to the minimum sum, **BOYS & GIRLS CLUB** shall pay annually during the term of this Agreement a sum equal to five percent (5%) of the concession sales **BOYS & GIRLS CLUB** has earned through the use of the **PREMISES**. All sums shall be paid no later than December 31. All funds collected shall be deposited into a segregated account.

BOYS & GIRLS CLUB shall maintain a system by which concession sales will be recorded and saved, and will keep such records at its offices for a period of not less than seven (7) years. Further, **BOYS & GIRLS CLUB** shall give **CITY** and **CITY**'s agents the right, at any time during regular business hours, to inspect and examine such records.

4. TERM. The initial term of this Agreement shall be three (3) years. This Agreement will automatically renew for an additional one (1) year term, upon the same terms and conditions unless **BOYS & GIRLS CLUB** is in breach of this Agreement at the time of such renewal or notifies **CITY** in writing of its intention not to renew this Agreement. **BOYS & GIRLS CLUB** shall provide such notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the initial term.

5. MAINTENANCE. **BOYS & GIRLS CLUB** shall be responsible for all maintenance and preparation of the park and baseball diamonds including, but not limited to, mowing of grass, weed control/removal, dragging and lining of the infield surfaces and the painting of the outfield

foul lines. All maintenance and preparation shall be performed in a good and workmanlike manner. Further, **BOYS & GIRLS CLUB** shall be responsible for providing all equipment and supplies for such maintenance and preparation. **CITY** shall have the right, in its sole discretion, to require **BOYS & GIRLS CLUB** to maintain and prepare the **PREMISES** in accordance with its direction. In the event **BOYS & GIRLS CLUB** fails to maintain the **PREMISES** as requested by **CITY** within ten (10) days or some other mutually agreeable time period, following receipt of written notice, or in the event **BOYS & GIRLS CLUB**, upon commencement thereof, fails to diligently continue to complete any such work, **CITY** may, at its option, terminate this Agreement or perform the maintenance and the cost and expense thereof shall be payable to **CITY** by **BOYS & GIRLS CLUB** on demand. **CITY** shall be responsible for the maintenance of the **CONCESSION BUILDING** and shall have the right to access the **CONCESSION BUILDING**. **CITY** shall, however, attempt to gain access at such times to minimize any inconvenience to **BOYS & GIRLS CLUB**.

6. **GARBAGE PICK-UP.** **CITY** shall provide adequate and appropriate containers for the temporary storage of trash, garbage, refuse, debris or litter on **PREMISES**. **BOYS & GIRLS CLUB** shall be responsible for the emptying of the refuse containers during the weekends. **CITY** shall otherwise be responsible for the emptying of the refuse containers in accordance with **CITY's** regular schedule. **BOYS & GIRLS CLUB** shall keep the **PREMISES** in a clean, neat and sanitary condition, free and clear of trash, garbage, refuse, debris or litter.

7. **RESTROOM FACILITIES.** **BOYS & GIRLS CLUB** shall be responsible for security, cleaning, maintaining, and supplying the restroom facilities located on the **PREMISES**.

8. **INSURANCE.** **BOYS & GIRLS CLUB** shall procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the **PREMISES**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. **BOYS & GIRLS CLUB** shall annually furnish a Certificate of Insurance indicating compliance with the foregoing,

including the naming of **CITY** as an “additional insured”, and proof of payment of premium to the City Clerk/Treasurer for approval. **BOYS & GIRLS CLUB** shall also provide a copy of the “additional insured” endorsement. 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, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or **BOYS & GIRLS CLUB** fails to maintain insurance coverage, **CITY** may declare this Agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Agreement. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to **BOYS & GIRLS CLUB**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **BOYS & GIRLS CLUB** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **BOYS & GIRLS CLUB** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Agreement. Should **BOYS & GIRLS CLUB** fail to furnish, deliver and maintain such insurance coverage, **CITY** may obtain such insurance coverage and charge **BOYS & GIRLS CLUB** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **BOYS & GIRLS CLUB** to take out and/or maintain the required insurance shall not relieve **BOYS & GIRLS CLUB** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **BOYS & GIRLS CLUB** in Section 11 of this Agreement. **BOYS & GIRLS CLUB** shall maintain during the course of this Agreement insurance with limits as follows:

a. Commercial General Liability

1. Bodily Injury:
 - \$2,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate

- 2. Property Damage
 - \$2,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate
- b. Automobile Liability (owned, non-owned, leased)**
 - 1. Bodily Injury:
 - \$2,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate
 - 2. Property Damage
 - \$2,000,000.00 Each Occurrence
- c. Umbrella Policy**
 - 1. In the amount of \$5,000,000.00. Further, such policy shall have the same protection/coverage as the primary policy/policies.
- d. Worker's Compensation: Statutory Limits**
 - 1. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

9. SIGNAGE. BOYS & GIRLS CLUB shall not place or erect any permanent (a sign standing for thirty (30) or more days) signs on or about **PREMISES** without the prior, written approval of the **CITY** Director of Parks and without being in compliance with the City Zoning Ordinance and Code of General Ordinances. Should any signs be placed or erected as advertisements for a third party and consideration paid by said third party for the placement or erection of said signs any income derived therefrom shall be the property of **BOYS & GIRLS CLUB** .

10. USE RESTRICTIONS. The following restrictions are applicable to **BOYS & GIRLS CLUB** use of **PREMISES**.

a. Amplified sound shall not exceed the decibel limit specified in Chapter 23 of the Code of General Ordinances, entitled "Noise Control". Use of a sound system shall be limited to the necessary operations and announcements related to an event. No sound system shall be used during the hours of 9:00 P.M. to 9:00 A.M. daily.

b. The use will be in compliance with all applicable Federal, State, County and **CITY** laws, rules and regulations.

c. The use will not create an unreasonable risk of loss of life, personal injury or property loss or damage, or otherwise threaten the public health, safety or welfare.

d. The use is subject to applicable **CITY** licenses and permits, excluding Park Use Permits.

11. INDEMNITY AND HOLD HARMLESS. **BOYS & GIRLS CLUB** does hereby agree that it will, at all times, during the course of this Agreement, indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Agreement, on **PREMISES**, or as a result of any operations, works, acts or omission performed on **PREMISES**, by **BOYS & GIRLS CLUB**, its officers, employees, or representatives, or resulting from **BOYS & GIRLS CLUB** failure to perform or observe any of the terms, covenants and conditions of this Agreement or resulting from any conditions of **PREMISES** or Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **CITY**, or any of their officers or employees in which case **CITY** will indemnify and hold harmless **BOYS & GIRLS CLUB** and its officers, and employees. Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **BOYS & GIRLS CLUB** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **BOYS & GIRLS CLUB** of such claim, and in the event that **BOYS & GIRLS CLUB** does not settle or compromise such claim, then **BOYS & GIRLS CLUB** shall undertake the legal defense of such claim both on behalf of **BOYS & GIRLS CLUB** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or their officers or employees for any cause for which **BOYS & GIRLS CLUB** is liable hereunder, shall be conclusive against **BOYS &**

GIRLS CLUB as to liability and amount of damages. This provision shall survive expiration or termination of this Agreement to the extent necessary to effectuate its purpose.

12. TERMINATION. In the event either party should fail to fulfill in a timely manner any of its obligations under this Agreement, the non-breaching party shall have the immediate right to terminate this Agreement, by giving sixty (60) days written notice to the breaching party.

13. COUNTERPARTS. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.

14. ENTIRE AGREEMENT. This Agreement shall constitute the full and complete Agreement of the parties and it shall supersede all prior written or oral agreements, statements or understandings. The parties acknowledge there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

15. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. LAW GOVERNING. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

17. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

18. AMEND IN WRITING. This Agreement cannot be amended, changed, altered, or modified except in a writing signed by the parties.

19. CONSTRUCTION. This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an Agreement against a draftsman shall not apply to this Agreement and neither party has any rights under such doctrine.



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

C-2

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

October 6, 2010

To: Michael J. Orth, Chairman,
Board of Park Commissioners

From: Jeff Warnock, Park Superintendent

Subject: Scoreboard for Anderson Park Baseball Diamond #2

BACKGROUND/ANALYSIS

Park Division received a request from Kenosha Unified School District to place a scoreboard at Anderson Park, Baseball Diamond #2, which is currently leased to Kenosha Unified for Tremper Girl's Softball games. Attached is a sample of the scoreboard, which is 11' L x 14' W. They have requested to have the scoreboard placed in left center field, right behind the outfield fence. The scoreboard will be maintained by Kenosha Unified.

An updated master plan for additional work at Anderson Park, Baseball Diamond #2, will be presented to the commission at the Monday, November 8, 2010, meeting.

RECOMMENDATION

Approve the request for installation of a scoreboard.

TREMPER
SOFTBALL

ELECTRICIANS LOCAL 127
IBEW #127
NECA of Wisconsin
WISCONSIN CHAPTER

VISITOR INNING TREMPER

6 9 10

BALL STRIKE OUT H-E

CAMOSY CONSTRUCTION

FAIR-PLAY
by **TRANS LUX**



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

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS

RONALD L. BURSEK, P.E., DIRECTOR

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

October 7, 2010

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. SB
Assistant City Engineer
Stormwater Utility and Parks

CC: All Aldermen

Subject: ***INFORMATIONAL ITEM – Schreiber Anderson Associates – Stakeholder Meetings Summary***

BACKGROUND INFORMATION

Schreiber Anderson Associates held stakeholder interviews on Wednesday, September 22nd. At the meetings the consultant briefly discussed the objectives of a Comprehensive Outdoor Recreation Plan and then asked a series of questions relating to the organizations hopes and concerns for the Parks within the City of Kenosha. Schreiber Anderson prepared a summary of the items that were discussed in each of the Stakeholders meetings for your use. Some of the items that were identified in more than one of the stakeholder meetings were related to: programming; maintenance partnerships; and fees.

RECOMMENDATION

Informational Only – No Action Required

CITY OF KENOSHA CORP

Stakeholder Interview Summary

Introduction and Purpose

On September 22, 2010, SAA conducted seven interviews with city-selected stakeholders identified as having interest, expertise, or insight into parks and open space issues within the planning area. Interviews were conducted by interest group in Room 204 of the Municipal Office Building (625 52nd Street, Kenosha). Timeslots were predetermined based on alphabetical groupings (a-g). Interest groups invited to participate included:

- a. Alders (Elected Officials)
- b. Baseball/Softball
- c. Community Organizations
- d. Departmental (City)
- e. Education
- f. Field Sports
- g. General Athletics

The purpose of the interviews was to collect primary-level data regarding the current and future conditions of parks for all users within the planning area. A special emphasis was placed on collecting information about the perceived adequacy of existing facilities, identification of related improvements to mitigate concerns, and cooperative agreements or funding sources to help offset the costs for improvements.

Each interview lasted about 45 minutes although variation occurred due to arrival times and the willingness of interviewees to provide detailed explanations to their responses. Combinations of questions were posed from scaled-response to open ended interrogatives. Participants were allowed to bring multiple members of their organization to the interview during their timeslot. Groupings were established so that the discussion could focus on specific Kenosha facilities (eg. baseball diamonds), and to hear from as many groups as possible over a one-day period.

Interview Protocol

- SAA staff provided an overview of the project (as a “5-year” plan; developed to prioritize projects and obtain funding).
- A series of questions were asked including background of the organization, a rating of the city park system (scaled 1-5 with 5 being the “highest” or “best”), an organizational “wish list”, specific concerns about current conditions, and potential funding alternatives the group has explored or may pursue.

Response Summaries (by group/organization)

A series of standardized questions were prepared and presented to each group. Depending on the willingness of the participant to answer questions, or present their own list of issues or opportunities, topics varied. This was intentional as the value of the interview process is to allow the interviewee to present information based on their values. Response summaries by group are detailed below.

Group A: Alders (Elected Officials)

- Organization Represented: all members of the Common Council were invited. Four elected officials attended – David Bogdala (District 17), Lawrence Green (District 9), Anthony Kennedy (District 10), Jan Michalski (District 3).
- Hopes/Concerns: Attendees were asked to provide their “Wish List” for the Kenosha Parks System.
 - Hobbs Park – gets limited usage, would like to see additional playground equipment, picnic tables, and covered pavilion
 - Washington Golf Course – has been undergoing changes to make it more profitable, but there should be more year-round activities (ice skating, cross-country skiing) that might attract user fees. Additionally, the Washington playground would benefit from play equipment for young children.
 - Lake Parks (Generally) – grass is maintained but there are weeds growing along the shoreline in the rocks that are not managed throughout the season. Increase the number of trash receptacles and add recycle facilities in high-use areas.
 - There are not enough restrooms system-wide and portable facilities are not desirable for many users, especially visitors to the lakefront.
 - CYC Park (not a City park) – is heavily utilized for CYC Boys & Girls Club activities and there is a need for additional parking facilities. Would it be possible to spread activities from this park to city parks? Distribution of programming would allow grass fields to recover in between organized events and would maximize use of facilities located at other parks. Access to portable bleachers.
 - Strawberry Creek Park (master plan in process) – logistics and timing of implementation is a concern. This needs to be a destination park as it's the first park located west of the Interstate. Has there been any discussion with the Town of Bristol about cost-sharing on this park since town residents are likely to use it?
 - Kennedy Park – would like to see the road by the lake removed and turned into a walking and biking path with expanded parking areas on north and south end.
 - Red Arrow Park – used for baseball but an open pavilion would increase use of this facility. Also, can another ball field be installed?
 - Isetts Park – is underutilized. Can there be a covered shelter installed?
 - Anderson Park – is very well used which makes parking a major issue in the neighborhood. Parking lots should be more balanced. Can there be another pavilion installed? Also, there should be winter use of the park – cross-country skiing or similar would help provide year-round activity.
- Funding: Can there be vendor space available in parks? Recreation programs may provide an opportunity to collect user fees that pay for the program, staff, and enhance quality of life. There may be issues with creating vendor space on parcels purchased with federal funding.
- Other: the level of service map was discussed because there are gaps in the current park system. It was explained that some neighborhoods have school playgrounds that provide a recreation function. There was debate as to whether this is adequate since some schools are not available for active use throughout the day, year. Potential areas for additional park sites were discussed. Elected officials say maintenance is good overall. Can there be more youth programming provided? Especially employment opportunities that employ youth at neighborhood parks to provide organized programming – explore partnerships with CYC Boys & Girls Club and Kenosha YMCA, and KUSD. If there was a city recreation director that position would

need to pay for itself – this is possible if user fees are collected for recreation programs (including adult programs where fees of several hundred dollars are common). Parks should be better marketed so residents and visitors can explore the variety of recreational amenities.

Group B: Baseball/Softball

- Organizations Represented
 - Wisconsin Shores Little League is a baseball league for children and young adults with disabilities. There is hope for starting an adult league. Participants are not charged to play and the organization would not exist if fees were involved. Parents or guardians are required to attend games due to health concerns and to keep parents active in the organization.
 - Kenosha Cyclones Softball
 - Metro Milwaukee Fast Pitch
- Hopes/Concerns
 - Safety: some ball fields cannot be accessed by emergency service personnel due to gate restrictions and other physical barriers. Bathrooms are unclean and lighting is poor. ADA access is a problem.
 - Space: there is competition for field use amongst a variety of baseball/softball organizations and a rain out can cause a severe penalty if a game is cancelled because it's difficult to schedule make up dates.
 - Quality: it was mentioned that Kenosha has a good number of facilities but they are not treated with respect and quality suffers. Old Little League Park was identified as having serious needs. There are also flooding issues in Forest Park and infield maintenance is a concern system-wide. Concern that some parks receive more attention than others – don't just concentrate on the lakefront.
 - Timing: the timing of reconstruction projects was questioned because it can conflict with seasons and scheduled games or events.
- Funding: Wisconsin Shores Little League operates through donations from sponsors, and the city waives fees for field use. Respondents felt there is a group of people willing to put money into the facilities to improve them but there needs to be a relationship established that is comfortable for all users. Milwaukee Fast Pitch is looking to invest in a field if they can get the right of first use, and the fees are commensurate with the quality of amenities provided. Existing concessions stands are also not conveniently located in several parks including Old Little League and Poerio. Model parks like Nash and the Kenosha Sports Complex make the concessions stands centrally located which increases access and patronization.
- Other: Preventative maintenance is desired on all ball fields. This includes developing a maintenance plan to increase the functional life of each ball field. Comments included rebuilding the fields every few years, crowning the fields, applying better infield mixes to reduce dust and rain outs, and replacing deteriorated equipment. It was also mentioned that it's hard for maintenance staff, athletic organizations, reservation staff, and players to all find the information they need, or to contact the correct individual if there is a problem. Perception of safety in the parks was good overall.

Group C: Community Organizations

- Organizations Represented

- CYC – Boys & Girls Club uses parks through the athletic programs they run. They have their own park (CYC park) and use city parks when CYC is booked. The organization has a youth employment program (Parks Dept.). There is an agreement being formed with the city to allow CYC Boys & Girls Club to take over maintenance responsibilities for Old Little League Park during the summer season to better enable users to respond to immediate needs. In addition to recreation, organization runs crime prevention and clean up programs.
- Kenosha YMCA used to use city parks for flag football but now use own park for most activities. Coordinating with the city for park use became unattractive after neighbors complained about high usage of parks where YMCA was running programming.
- Hopes/Concerns: There are not enough bathrooms or shelters available. Parking is also an ongoing problem, especially for large events. Games at Old Little League Park were often called off due to poor field conditions. The city used to be more proactive about engaging the community but this has waned over the years; this interview is a good step. Some residents get concerned when people use the parks for their intended purpose and many parks are not utilized to their capability due to worries about neighborhood reaction.
- Funding: interested in exploring cooperative agreements that make sense. Partnerships for recreation programming would need to be generated through user fees collected by program participants.
- Other: There needs to be a central clearinghouse for the programs and facilities available for recreation in Kenosha. There needs to be more large-scale events to promote the attractiveness of the area and its open space amenities (Blue Grass festival at Poerio, Tall Ships, etc.). There is a need to serve Kenosha residents of all ages and abilities. Parks and recreation add immeasurably to the perceived quality of life.
 - YMCA: want to use Southport Beach House for special events and for summer day camp. Also, would be willing to program city parks for recreational use during the summer. YMCA can staff these parks but needs help marketing and setting up the programs. Cooperative maintenance is a possibility if cost effective.
 - CYC Boys & Girls Club: want to establish the partnership for Old Little League Park maintenance and scheduling. Also interested in developing partnerships to run the flag football program in a city park because CYC Park field does not have time to recover between periods of active use. Would like to run a baseball program at Lincoln Park and work with city to run program.

Group D: Departmental (City, School)

- Organizations Represented: Keep Kenosha Beautiful, Kenosha History Center, and KUSD Recreation Dept. were invited to attend this session. There were no attendees, however, a representative of the Kenosha History Center attended one of the Public Information Meetings held between July 28th and August 4th and provided opinions and insight on organizational needs.

Group E: Education

- Organizations Represented
 - KUSD: use city softball and baseball diamonds as well as tennis courts. There is a cross-country event held at Lincoln Park. Many athletic programs are provided at

onsite district facilities. There are some summer programs run through KUSD including adult recreation.

- Kenosha Christian Life School: is a small school that requires use of city facilities for recreation programs. The school uses Nash Park for baseball but travels to Pleasant Prairie for softball. The school dropped the tennis program due to lack of available tennis courts.
- Hopes/Concerns:
 - Maintenance is an ongoing concern especially on ball fields. Infields are not dragged between games which can decrease the attractiveness and usability of fields especially after storm events.
 - Agreements between KUSD and the city require rental fees, preparation fees and permit fees.
 - Ball fields are not ready in spring until April. Programs are trying to get started in March and cannot find space. Wish the city would prepare earlier.
 - Not enough multiuse fields that would accommodate baseball, softball and soccer at one complex.
- Funding: Taxes cannot go up. Organizational agreements are good, but they need to make sense and ensure that all sides are getting what they need from the arrangement – there needs to be increased value if increased fees.
- Other: KUSD football fields are available for use by other organizations. KUSD would be willing to help maintain fields if that could be arranged with the city. There's a scheduling conference that occurs each January for all baseball and softball user groups to compare schedules and negotiate solutions where conflicts exist. Eventually, the city may assign parks based on use. For example, if the arrangement with CYC Boys & Girls Club at Old Little League Park is successful, additional arrangements could be forged to allow leagues to operate enhanced maintenance programs at their assigned park.

Group F: Field Sports

- Organizations Represented: Vultures Rugby is a high school boys team operating in the spring at Kennedy Park. The city installs uprights in spring. The organization fields two teams (A and B) and practice from 5-7pm on weeknights.
- Hopes/Concerns: new parks need to be built with more open field spaces that would allow for a variety of uses (esp. field sports like lacrosse and rugby). The north end of Kennedy Park is good for rugby but at the south end (around 40th Street) the turf is very uneven. Wish there could be 3 trees relocated that allow for expansion of the field (pitch) to near regulation size. Nash Park may provide a low cost option for an additional playing space with some upgrades.
- Funding: there could be enhanced partnerships with the CYC Boys & Girls Club (programming) and possible partnerships with Carthage College and Parkside who also field teams. Current city fees for use seem fair.
- Other: There should be more done to promote the city and lakefront. The Pike Trail needs to tie in to the Lake County Trail to the south. Organization has experience very good cooperation with city staff. Winds at Kennedy Park can be disruptive to the sport, but it's an attractive venue and there have been summer tournaments hosted at this location.

Group G: General Athletics

- **Organizations Represented**
 - **Velodrome Association:** offers 3 nights of racing each week (by ability) at Washington Park. It's a public track and there are only 22 in the nation so it's used for special events and by out-of-state organizations (Iowa, etc.). Several national champions use this park.
 - **Basik Skatepark:** park planning initiated in 2001 and completed in 2009 at Anderson Park. Committee works to provide improvements.
- **Hopes/Concerns:** the issue with the skatepark is that it's not well policed. Some kids hang out there with no intention of skateboarding and their actions unfairly impact skateboarders who are trying to use the facility. Bathrooms are usually locked, and there are no lights, picnic tables, or shade, to provide comfort to park users. Supervision is also a concern as is the lack of facilities on the north side of Kenosha. It would be most cost-effective to improve the skatepark at Washington Park. The velodrome track is in serious need of resurfacing. This should include new drainage around the track to prevent water from flowing beneath the track surface and eroding the soil. Updating the lighting and public announcement system would also increase safety of the facility. Additional bike parking is also desirable.
- **Funding:** the Velodrome Association sent out 50 solicitations for funding assistance last year and only received 2 responses. There may be an opportunity to coordinate with Wisconsin bicycle manufacturers to sponsor the facility. *Bikes Belong* offers grants for BMX parks.
- **Other:** there is demand for a BMX park in Kenosha. Enhanced police presence and understanding would help ameliorate perception issues. Trek Bicycles provides bicycles for the Velodrome Association to rent to users who do not have a bike. There needs to be a better development program to allow young riders to mature and become better racers.

General Summary

Value and Condition of Current Kenosha Park System

All groups, less Group A, were asked to provide their opinion on a scale of 1-5 with 5 being the "best" or "highest" of the current condition and importance of parks in Kenosha. Table 1 indicates the average ranking for each question was around "4". This seems to indicate that most respondents feel very strongly that the current parks system is in good condition and are a significant component to quality of life.

Table 1: Summary of Scaled-Response Questions	Response Average*
How would you rate the "quality of life" in the Kenosha Area?	3.88
How would you rate the condition of the current park system?	3.90
Where to you rate the importance of providing adequate parks facilities and programs as part of the city's infrastructure?	4.30

*scale of 1-5 with 5 being the "highest" or "best"

Recurring Themes

Programming: recreation programming is not currently run through the city of Kenosha. Instead, residents rely on community organizations, like the Kenosha YMCA and CYC Boys & Girls Club to provide recreational programs. KUSD also runs local programs for

children and adults. However, it was mentioned that there is no unified clearinghouse of information about the array of programs available. There was some consensus that such a service should be run through the city. There appears to be sufficient capacity within the community to run programs, but they need to be centrally located and available in a format (website, booklet, etc.) that can be understood by the general public.

Maintenance Partnerships: the primary complaint by user groups is the condition of the playing fields or equipment provided by the city. While most user groups realize the city cannot have maintenance standing by between the innings of a baseball game, for example, there is a strong desire for there to be enhanced maintenance performed on a regular basis. To that end, there were discussions about the possibility of allowing user groups to maintain the fields and equipment to their standard. Currently, the city is working on an agreement to allow the CYC Boys & Girls Club to assume primary maintenance responsibilities at Old Little League Park. It is likely that more agreements of this nature could be made to increase the level and quality of service desired by user groups. Some groups confessed to performing some level of maintenance already.

Fees: there are mixed feelings about the current fees. While some interviewees felt that rental fees were low, others remarked that increasing fees may threaten participation if there is not also a marked increase in the quality of service provided. Any increases in fees should be accompanied by increased standards or quality of the facilities and equipment provided. There was also a lot of discussion about user fees. There is an overall feeling that it is fair to charge users of specialized programs for the provision of these programs. This is an important consideration if the city chooses to engage in recreation programming because it signifies that fees are an expectation of additional services.

Need for Continued Coordination

All recreational programs that are offered in the city rely on outside organizations, and these organizations rely upon city facilities. There is an overall feeling that the current system works, but that there is also an opportunity to forge partnerships that will benefit all parties.



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

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

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

October 7, 2010

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley P.E. *SB*
Assistant City Engineer
Stormwater Utility and Parks

Cc: Ald. Ohnstad, District 6

Subject: *Washington Park Velodrome Restroom Status*

BACKGROUND INFORMATION

Public Works staff has been working with Graef to develop concept plans for the replacement of the Washington Park Velodrome Restroom facility. Upon finalizing the concept plans it was found that the floodway depicted on SEWRPC maps versus FEMA maps were not the same. The SEWRPC maps showed the floodway going around the existing building. But with the elevation listed on the FEMA maps, the floodway goes approximately half way through the existing facility. Due to the discrepancies in the floodway line, the location of the proposed building must be adjusted so as to not impact the floodplain. We have shifted the building to the north. To allow for access to the building a handicap ramp and stairs will need to be installed. To limit the excavation, the consultant is proposing to keep the supports for these fixtures in the floodway. This will require an analysis to show that these structures don't have an impact on the floodplain. Currently, the consultant is investigating the extent of this study in comparison to the costs to excavate further into the hillside and construct the additional retaining wall that would be required. Staff has been working with the consultant to determine these impacts.

RECOMMENDATION

Informational Only – No Action Required