

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, January 3, 2011
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held December 20, 2010.

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.1. Conditional Use Permit for a 47-unit senior assisted living facility to be located at 1870 27th Avenue, District #5. (Celebre Place)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. _____ Operator's (Bartenders) license(s).
 - b. _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. _____ Taxi Driver License(s).

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

NOTE: All licenses and permits are subject to withholding of issuance by the City Clerk as specified in Section 1.045 of the Code of General Ordinances.

D. ORDINANCES 1st READING

- D.1. By Alderperson Theodore Ruffalo - To Repeal and Recreate Section 1.06 U. (of the Code of General Ordinances) Entitled HOME Program Commission to Reconstitute the Composition Thereof. (Fin.-Recommendation Pending)
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E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

- F.1. By Alderpersons Anthony Nudo and David Bogdala - To Amend Section 14.01.B.6. (of the Code of General Ordinances) Entitled "Special Revenue Fund". (Fin.-Ayes 5: Noes 0; PSW-Ayes 5: Noes 0) **PUBLIC HEARING**
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- F.2. By Alderpersons Anthony Nudo and Ray Misner to Amend the Title of Section 10.062; To Create Subsections 10.062.A. and 10.062.B. (of the Code of General Ordinances) Regarding Surrender of License. (LP-Ayes 4: Noes 0) **PUBLIC HEARING**
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- F.3. By Alderperson Theodore Ruffalo – To Repeal and Recreate Subsection 1.045 C.1. And C.2. (of the Code of General Ordinances) Entitled "Withholding of Licenses and Permits by the City Clerk". (Fin.-Recommendation Pending) **PUBLIC HEARING**
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- F.4. By Alderperson Ray Misner - To Create Subsection 10.02.3.a. And 10.02.3.b. (of the Code of General Ordinances) Regarding Creation of an Economic Development Grant for Reserve "Class B" Licensees. (LP-Recommendation Pending) **PUBLIC HEARING**
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G. ZONING ORDINANCES 2nd READING

- G.1. By the Mayor - To Rezone Property at 3217 34th Avenue from A-2 Agricultural Land Holding to IP Institutional Park and C-2 Lowland Conservancy (District #5). (Gateway Technical College) (CP-Ayes 6: Noes 0) **PUBLIC HEARING**
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H. RESOLUTIONS

- H.1. By Alderpersons Anthony Nudo and Steve Bostrom – To Direct the Office of the City Attorney to Take enforcement Action Against Brookstone Homes to Obtain Compliance with its Contract with the City of Kenosha.
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I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Animal Control Services Agreement By And Between the City of Kenosha (*Wisconsin, A Municipal Corporation*) And Clawz and Pawz (*a Wisconsin General Partnership*). (Fin.-Recommendation Pending; PSW-Ayes 2: Noes 1)
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L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #23 - \$4,961,508.48. (Fin.-Recommendation Pending)
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M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

And such matters as are authorized by law or regular business.

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE,
PLEASE CALL 653-4020 BEFORE THIS MEETING
web site: www.kenosha.org



**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 20, 2010**

Keith G. Bosman, Mayor Michael K. Higgins, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
December 20, 2010**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:05 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Michalski, LaMacchia, Ohnstad, Juliana, Green, Kennedy, Nudo, Bostrom, Prozanski, Downing and Bogdala. Excused: Ruffalo, Ruffolo Misner and Orth. Alderperson Marks arrived before citizens comments.

A moment of silence was observed in lieu of the invocation.

Mayor Bosman then led the Council in the Pledge of Allegiance to the American Flag.

Alderperson Bostrom requested a correction to the minutes of December 1, 2010, to item 2.3, page two, second should be Alderperson Bostrom. It was moved by Alderperson Bogdala, seconded by Alderperson Green, to approve the minutes (as amended) of the meetings held December 1, 2 and 6, 2010.

Motion carried unanimously.

Three (3) Citizens spoke during Citizen's Comments: James Parise, Craig Hall, Thomas Kandathil.

MATTERS REFERRED TO THE COMMITTEES BY THE MAYOR

- a. Proposed Ordinance to Repeal and Recreate Section 1.06 U. of the Code of General Ordinances Entitled HOME Program Commission to Reconstitute the Composition Thereof.

A. REFERRALS
TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

**B. COMMUNICATIONS,
PETITIONS, REPORTS
OF DEPARTMENTS**

B.1. It was moved by Alderperson Bogdala, seconded by Alderperson Green, to approve:

- a. 8 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
- c. application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. There were no application(s) for a 1 application for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Bogdala, to approve Applications for new Operator's (Bartender) licenses, subject to:

-20 demerit points:

- a. Melissa Bellow
- b. Richard Covelli
- c. Tracy Jesperson

-80 demerit points:

- d. Lakisha Mitchell

A hearing was held. The applicants did not appear. On a voice vote, motion carried.

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Michael K. Higgins, City Clerk

C.2. It was moved by Alderperson Downing, seconded by Alderperson Juliana, to approve Application of Craig Hall for a new Taxi Driver's license, subject to 50 demerit points.

A hearing was held. The applicant was present and spoke. On roll call vote, motion carried (9-4) with Alderpersons Nudo, Bostrom, Bogdala and Marks voting nay.

C.3. It was moved by Alderperson Haugaard, seconded by Alderperson Green, to approve Application of La Fogata, LLC, Miguel B. Aguirre, Agent, for a Class "B" Beer/Reserve "Class B" Liquor License located at 3300 Sheridan Road, (La Fogata). (Applicant to pay reserve license fee upon issuance.) A hearing was held. The applicant (Dino Katris) was present and spoke. On a voice vote, motion carried.

C.4. It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to approve Application of Coins Sports Bar, Inc., Janet Gascoigne, Agent for an Amusement and Recreation Enterprise License located at 1714 52nd Street (Coin's Sports Bar), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.5. It was moved by Alderperson Downing, seconded by Alderperson Juliana, to approve Renewal Application of Gold Diamond & Design, Inc., for a Secondhand Jewelry Dealer License located at 10320 - 75th Street, Suite B. A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

C.6. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve Renewal Application of Sameer Ali, for a Secondhand Jewelry Dealer License located at 3203 - 60th Street, (Westown Foods & Liquor). A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve Renewal applications for the following licenses with no adverse recommendations per list on file in the Office of the City Clerk:

- A. 9 Secondhand Article Dealer
- b. 5 Secondhand Jewelry Dealer
- c. 1 Massage Therapist

A hearing was held. The applicants did not appear. On a voice vote, motion carried.

C.8. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve Renewal applications for the following licenses with no adverse recommendations per list on file in the Office of the City Clerk:

- a. 4 Kennel
- b. 1 Humane Society
- c. 2 Pet Shop

A hearing was held. The applicants did not appear. On a voice vote, motion carried.

C.9. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve Renewal Application of James and Linda Lemke for a Pet Shop License located at 6205 - 75th Street (Jim's Aquarium & Pets), subject to hold from Kenosha Fire Prevention Bureau due to multiple violations since November 5, 2010, that have not been corrected. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.10. It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to approve Application of James A. Parise for a Recycling Center Activity License located at 6425 - 27th Avenue. (PRC/Parise Recycling Center). A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

It was moved by Alderperson Nudo, seconded by Alderperson Juliana to send the following ordinances on their way after being read:

D.1. By Alderpersons Anthony Nudo and David Bogdala - To Amend Section 14.01.B.6. (of the Code of General Ordinances) Entitled "Special Revenue Fund".

D.2. By Alderpersons Anthony Nudo and Ray Misner to Amend the Title of Section 10.062; To Create

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Michael K. Higgins, City Clerk

Subsections 10.062.A. and 10.062.B. (of the Code of General Ordinances) Regarding Surrender of License.

D.3. By Alderperson Theodore Ruffalo – To Repeal and Recreate Subsection 1.045 C.1. And C.2. (of the Code of General Ordinances) Entitled “Withholding of Licenses and Permits by the City Clerk”.

D.4. By Alderperson Ray Misner - To Create Subsection 10.02.3.a. And 10.02.3.b. (of the Code of General Ordinances) Regarding Creation of an Economic Development Grant for Reserve “Class B” Licensees.

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to send the following ordinances on their way after being read:

E.1. By the Mayor - To Rezone Property at 3217 34th Avenue from A-2 Agricultural Land Holding to IP Institutional Park and C-2 Lowland Conservancy (District #5). (Gateway Technical College)

E.2. By the Mayor - To Create Subsection 18.02 b. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035. (District #17)

E.3. By the Mayor - To Rezone Properties at 6419, 6441 and 6515 Green Bay Road from IP Institutional Park to B-2 Community Business. (District #17) (T Properties, LLC; Bravo Realty, LLC and Shout, LLC)

On a voice vote, motion carried.

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Bogdala, seconded by Alderperson Michalski, to adopt Ordinance 87-10.

A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 87-10

BY: COMMON COUNCIL

TO RENUMBER SECTIONS 11.147 TO 11.148; 11.148 TO 11.149; 11.149 TO 11.15; 11.15 TO 11.16; 11.16 TO 11.17 AND TO CREATE SECTION 11.147 OF THE CODE OF GENERAL ORDINANCES ENTITLED “SYNTHETIC MARIJUANA”

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: The following Sections of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby renumbered as: Section 11.147 to 11.148; Section 11.148 to 11.149; Section 11.149 to 11.15; Section 11.15 to 11.16; and Section 11.16 to 11.17:

Section Two: Section 11.147 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby created as follows:

11.147 SYNTHETIC MARIJUANA – SYNTHETIC CANNABINOID

A. Possession, Sale and Use Prohibited. No person shall possess, purchase, display for sale, attempt to sell, sell, give back or use any chemical derivative of marijuana, or any other substance, designed to mimic the physical, psychological, intoxicating, narcotic or other effects of marijuana. Common street or trade names of said substances which are prohibited include, but are not limited to, “Spice”, “K-2”, “Genie”, “Yucatan Fire”, “Blaze”, “Red Dawn X”, “Zohia”, “Dancing Monkey”, “Spike Diamond”, “Route 69”, “Smoke XXXX” and “fake” or “new” marijuana, or by any other name, label or description:

1. (6aR, 10aR)-9-(hydroxymethyl)-6, 6dimethyl-3-(2methyloctan-2-yl)-6a, 7, 10, 10a-tetrahydrobenzo[c]chromen-1-ol - some trade or other names: HU-210;
2. 1-Pentyl-3-(1-naphthoyl) indole - some trade or other names: JWH-018\spice;
3. 1-Butyl-3-(1naphthoyl) indole - some trade or other names: JWH-073;
4. 1-(3 {trifluoromethylphenyl}) piperazine - some trade or other names: TFMPP;
5. 2-(3-hydroxycyclohexyl)-5-(2-methyloctan-2-yl)phenol - some trade or other names: CP 47, 497; 6. 1-(2-(4-(morpholinyl)ethyl))-3-(1-naphthoyl) indole – some trade or other names: JWH-200;

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Michael K. Higgins, City Clerk

7. 1-hexyl-3-(1-naphthoyl)indole – some trade or other names: JWH-019;
8. 1-pentyl-3-(2-methoxyphenylacetyl)indole – some trade or other names: JWH-250;
9. 1-pentyl-3-(4-chloro-1-naphthoyl)indole – some trade or other names: JWH-398;
10. (2-methyl-1-propyl-1H-indol-3-yl)-1-naphthalenyl-methanone – or some trade or other names: JWH-015;
11. Dexanabinol, (6aS,10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)- 6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol – or some trade or other names: HU-211;
12. or any similar structural analogs.

B. Medical and Dental Use Allowed. Acts prohibited under sub A. shall not be unlawful if done by or under the direction or prescription of a licensed physician, dentist, or other health professional authorized to direct or prescribe such acts, provided use is permitted under state and federal laws.

C. Penalties. Persons violating this section shall forfeit not less than \$100.00 nor more than \$750.00 for each offense, plus the cost of prosecution, and upon default shall be imprisoned in the county jail or house of correction for a period not to exceed ninety (90) days.

Section Three: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

F.2. It was moved by Alderperson Bogdala, seconded by Alderperson Juliana, to adopt Ordinance 88-10.

A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 88-10

BY: LICENSING/PERMIT COMMITTEE

TO REPEAL AND RECREATE SUBSECTION 10.02 B.2b REGARDING CLASS "A" BEER LICENSE FEE; SECTION 13.03 G. REGARDING PEDDLER LICENSE FEE; SECTION 13.07 B. REGARDING TAXICAB LICENSE PERMIT FEE, AND SECTION 16.14 REGARDING LODGING HOUSING PERMIT FEE, OF THE CODE OF GENERAL ORDINANCES

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 10.02 B. 2 b. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

10.02 B. 2 Fermented Malt Beverages.

1. Wholesaler's License. The fee for a Wholesaler's License is Twenty-Five (\$25.00) Dollars.
2. Class "A" License. The annual fee for a Class "A" License is Five Hundred (\$500.00) Dollars.
3. Class "B" License. The annual fee for a Class "B" License is One Hundred (\$100.00) Dollars, which shall be payable on or before the 15th day of June of each license year.

Section Two: Section 13.03 G. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

13.03 G. License Fee. The license fee shall be Two Hundred Fifty (\$250.00) Dollars per person, per license period, or any portion thereof. The full license fee must be submitted with the application in reasonable denominations of lawful United States tender.

Section Three: Section 13.07 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

13.07 B. Permit Fees and Term. Every person, firm or corporation who shall engage in taxicab business shall pay a permit fee of Seventy-five (\$75.00) Dollars per vehicle operated in such business.

All permits issued shall expire on the 30th day of June following their issue and may be renewed upon payment of the above fees.

Section Four: Section 16.14 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

C. Permit. No person may operate a lodging house unless he/she holds a valid Lodging Housing Permit or

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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

Temporary Lodging House Permit issued by City in the name of the operator or owner and for the specific dwelling or dwelling unit. The annual fee for Lodging House Permits shall be Two Hundred Fifty (\$250.00) Dollars. The fee for a Temporary Lodging House Permit for all lodging houses shall be Fifty (\$50.00) Dollars. The fees provided herein are not subject to proration. The operator or owner shall apply to the City Clerk for such permit, which shall be issued by the City Clerk, or designee, upon compliance by the operator or owner with the applicable provisions of this Ordinance. Any unexpired permit shall be displayed in a conspicuous place within the lodging house at all times. No such permit shall be transferable. Every Lodging House Permit shall expire on the 31st day of August. Every Temporary Lodging House Permit shall expire thirty (30) days after issuance.

Section Five: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

F.3. It was moved by Alderperson Juliana, seconded by Alderperson Green, to adopt Ordinance 89-10.

A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 89-10

BY: ALDERPERSON RAY MISNER

TO RENUMBER SECTION 12.05 ENTITLED "PENALTIES" TO 12.06; TO CREATE SECTION 12.05 OF THE CODE OF GENERAL ORDINANCES ENTITLED "PUBLIC ENTERTAINMENT LICENSES"

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 12.05 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby renumbered as follows:

12.06 PENALTIES

Section Two: Section 12.05 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

12.05 PUBLIC ENTERTAINMENT LICENSE

A. License Required. No commercial enterprise shall perform, engage in, or permit, the following activity by employees, patrons, or hired performers upon the business premises without first having obtained a Public Entertainment License from the City Clerk:

1. Live music performances;
2. Live entertainment, including, but not limited to, the performance of any act, play or stunt, dramatic reading, monologue, amateur talent contest, or disc jockey show.

B. Application. Upon application to the City Clerk and the payment of the fee therefor, a Public Entertainment License will be issued subject to the conditions and regulations set forth in this Section. An application for a license provided for in this Section shall be made to the City Clerk in writing, accompanied by the required fee. Applications shall be on City forms and shall be true, correct and complete in all respects. No application for such license shall be accepted unless accompanied by the appropriate fee. In determining whether a Public Entertainment License should be granted, the Common Council shall consider the following factors, giving to each whatever weight is appropriate in the particular factual circumstances:

1. Whether the proposed license will have a substantial negative impact upon the surrounding properties or the neighborhood within 5,280 feet of the licensed premises, in terms of increasing noise, as defined in Chapter 23 of the Code of General Ordinances, and/or traffic congestion.
2. The availability and type of parking on or off the proposed licensed premises.
3. The existing or planned character of the neighborhood.
4. Applicant's compliance and past performance with any/all licensing laws.

C. License Term.

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Michael K. Higgins, City Clerk

1. Annual License. The Annual License shall expire on June 30th following its issuance. The Annual License is a one (1) term license which is nonrenewable. A new Annual License application shall be filed for review for each subsequent license term.

One (1) Day License. A One Day License may be issued for one (1) day only. The One (1) Day License application shall designate the date the One (1) Day License will be utilized.

D. License Fees.

1. Annual License. The Annual License Fee shall be Three Hundred (\$300.00) Dollars.

2. One (1) Day License. The One (1) Day License fee shall be Fifty (\$50.00) Dollars.

E. License Application Review and Recommendation. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a report, in writing, to the City Attorney as to any police record of the applicant, which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether the license shall be granted. The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application.

F. Exemptions from Licensing Requirement. The following shall be exempt from the licensing provisions of this Ordinance:

(i) Premises operated or activities sponsored by a unit of government.

(ii) Premises operated or activities sponsored by any accredited school, school system or college.

(iii) Premises zoned and used exclusively for residential purposes.

(iv) Premises of churches, synagogues, mosques, or other bona fide religious institutions where shows, motion pictures, skits, pageants, or plays are periodically performed or shown with or without charge to the public.

(v) Premises licensed under Section 12.01 of the Code of General Ordinances entitled "Amusement and Recreation Enterprise".

(vi) Premises where the only activity subject to this Ordinance is a live lecture illustrated with projected transparent sheets or slides.

(vii) Premises having and maintaining a Cabaret License under Section 10.07 of the Code of General Ordinances.

(viii) Premises used by a business for business presentations to employees.

(ix) Premises licensed under Section 12.04 of the Code of General Ordinances entitled "Theatres".

G. Regulations.

1. Good order shall be maintained at all times.

2. The management shall obey all reasonable orders or directions of any police officer.

3. Adequate parking accommodations may be deemed necessary by the Police Department and/or Licensing/Permit Committee for safety reasons; lighted parking facilities may be maintained so as to accommodate anticipated capacities.

4. No license holder personally or through his agent or employee shall permit any patron to participate in any performance with performers who are under the auspices or furnished by the management.

5. No patron shall participate in any performance by performers who appear under the auspices of the management.

6. No Licensee, agent, or employee of the licensee shall permit any person under the age of eighteen (18) years to be present on the licensed premises between the hours of 8:00 A.M. and 2:30 P.M. on days which said minors are scheduled to be in school, unless the school has authorized an absence from school for a specified date and time. The Licensee shall post notice of this prohibition at the entrance of the licensed premises.

7. No alcoholic beverages shall be served, consumed, or permitted on the licensed premises without an appropriate license.

8. There shall be compliance with local, County and State obscenity laws.

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9. There shall be no controlled substances permitted on the licensed premises.

10. The Licensee shall comply with City, County, State or Federal laws, rules and regulations which are applicable to the licensed premises.

11. Strict compliance with Chapter XXIII of the Code of General Ordinances, "NOISE CONTROL", shall be required.

12. No Licensee, agent, supervisor or employee of the Licensee shall permit any minor person to be on the licensed premises in violation of §11.05 of the Code of General Ordinances, entitled "Curfew", as said Ordinance now exists or may be amended in the future.

13. Annual License Framed, Posted.

a. Frame. An Annual License shall be enclosed in a frame having a transparent front which allows the license to be clearly read.

b. Display. All Annual Licenses under Paragraph a. shall be conspicuously displayed for public inspection at all times in the room or place where the activity subject to licensure is carried on.

H. Administrative Suspension. Upon written request made and filed with the City Clerk/Treasurer of the City of Kenosha by the Chief of Police, the Mayor may immediately suspend any license issued under this Section. A written order of administrative suspension shall be served upon the Licensee. All licensed activities shall remain suspended until completion of an administrative review hearing. Upon administrative suspension, an administrative review hearing shall be scheduled for license review within ten (10) days pursuant to the terms of Subsection 12.05 H. of this Ordinance.

I. Revocation of License.

1. Upon written charges made and filed with the City Clerk/Treasurer of Kenosha by the Chief of Police or any citizen, the Common Council may after a public hearing thereof revoke any license issued under this Section.

2. Conviction for the violation of any provision of the Wisconsin State Statutes materially related to the licensed activity, City of Kenosha Code of General Ordinances, Zoning Ordinance or sanitary codes shall be sufficient for the Common Council to revoke or suspend such license. In the event the license is revoked, no other Public Entertainment License shall be granted to such person for said location within twelve (12) months of the date of its revocation. A suspension shall not be for less than ten (10) days, nor more than ninety (90) days from the date of suspension. Any part of the money paid for any license revoked or suspended shall be forfeited and not refunded.

3. The Common Council may, after the hearing described in Subsection I., revoke the Public Entertainment License upon sufficient proof that the Licensee has permitted or suffered the licensed premises to be conducted by himself, his employees, patrons or others in violation of health regulations or in a disorderly or improper manner, or in violation of the laws of the State, or rules and regulations of the Common Council, or for any reasons set forth in Subsection 12.05 H.2.

J. Severability. Should any section, paragraph, sentence, clause or phrase of this Section be declared unconstitutional or invalid, or be repealed, it shall not effect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid or repealed.

Section Three: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

F.4. It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to adopt the proposed ordinance **BY: MAYOR - TO CREATE SECTION 13.0112 OF THE CODE OF GENERAL ORDINANCES ENTITLED NON-STRUCTURAL DEMOLITION.**

F.4.1. It was then moved by Alderperson Nudo, seconded by Aldeperson Bostrom to defer for 30 days. On roll call vote, motion carried (10-3) with Alderpersons Ohnstad, Juliana and Marks voting nay.

G. ZONING ORDINANCES 2ND READING

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 20, 2010**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

G.1. It was moved by Alderperson Downing, seconded by Alderperson Green, to defer the proposed ordinance **BY: MAYOR - TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES RELATED TO OFF-PREMISE SIGNS.**

On a voice vote, motion carried.

H. RESOLUTIONS

It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to adopt Resolutions 175-10 through 180-10.

On roll call vote, motion carried unanimously and said resolutions were thereupon adopted as follows:

H.1. RESOLUTION NO.175-10

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2010 By Decreasing Line TR93-010 "Bus Replacements" in the Amount of \$239,508 in Local Funding and Creating Line TR10-001 "Metra Station Upgrade" in the Amount of \$77,000 In Local Funding For a Net Reduction of \$162,508

WHEREAS, the 2010 Bus Replacement CIP was funded for five (5) buses and due to reduced federal funding only three (3) buses can be purchased; and

WHEREAS, the Transit Department has received additional federal funding approval for the Metra Station Project; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Finance Committee on December 20, 2010;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

SIGN DESCRIPTIONS	B-1/B2-/B-3	IP	M-1/M-2	RG/RS/RD/RR	RM
Off-Premise Commercial Signs [Refer to Section 15.15]	NOT PERMITTED				

(NOTE: TABLE IS ON FILE IN THE OFFICE OF THE CITY CLERK)

Adopted this 20th day of December, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. RESOLUTION NO.176-10

By: Mayor

Request to Transfer 2010 Budgeted Funds from the Contingency Reserve Account to Various Budgeted Accounts in the Total Amount of \$40,128

WHEREAS, the elimination of various positions from the 2011 budget results in the payment of severance pay to the affected employees for unused vacation and compensatory time earned but not used as of 12/31/10; and

WHEREAS, the payment of severance pay is equivalent to 50% of unused sick hours as of 12/31/10 for employees retiring due to the elimination of their positions; and

WHEREAS, the death of an employee requires funds needed for the payment to beneficiaries of unused vacation, compensatory time and 50% of unused sick hours;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that \$40,128 be transferred from the 2010 Contingency Reserve budget account to various budgeted

**COMMON COUNCIL
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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

accounts as listed below.

Public Works-Administration Salaries-Permanent \$ 2,127

F.I.C.A. \$ 132

Medicare \$ 31

City Development

Salaries-Permanent \$10,729

F.I.C.A. \$ 665

Medicare \$ 156

Parks-Baseball

Salaries-Permanent \$ 4,380

F.I.C.A. \$ 272

Medicare \$ 64

Parks-General Maintenance Salaries-Permanent \$ 4,380

F.I.C.A. \$ 272

Medicare \$ 64

Neighborhood Services

Salaries-Permanent \$15,656

F.I.C.A. \$ 972

Medicare \$ 228

TOTAL \$40,128

Adopted this 20th day of December, 2010

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. RESOLUTION # 177-10

BY: The Mayor

**Resolution to Approve a Modification to the
2010 – 2011 Labor Agreement**

Between the City of Kenosha and AFSCME, AFL-CIO, Local #71

WHEREAS, the Common Council has previously approved Resolution #68-10 to approve the 2010-2011 collective bargaining agreement between the City of Kenosha and AFSCME (“Union”), Local #71; and

WHEREAS, the Union has exercised its legal rights to organize employees and the City has recognized AFSCME as the legally authorized representative of mutually agreed upon permanent part-time employees; and

WHEREAS, the City and the Union have negotiated in good faith the wages, hours, benefits and working conditions for those newly represented permanent part-time employees; and

WHEREAS, such provisions are incorporated into the existing 2010-2011 collective agreement reached between the parties; and

WHEREAS, the Union has notified the City that their membership has ratified the terms and conditions affecting both full-time and permanent part-time employees as attached hereto as Appendix A (on file in the office of the City Clerk).

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the existing Agreement with AFSCME, Local #71 be amended in accordance with the tentative agreements as attached (on file in the office of the City Clerk).

Dated this 2nd day of December, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
December 20, 2010**

Keith G. Bosman, Mayor Michael K. Higgins, City Clerk

H.4. RESOLUTION NO. 178-10

BY: ALDERPERSON DAVID BOGDALA

**TO CEASE DISSEMINATION OF FUNDS TO THE KENOSHA LAKESHORE BUSINESS
IMPROVEMENT DISTRICT UNTIL FURTHER APPROVAL BY THE COMMON COUNCIL.**

WHEREAS, Kenosha Lakeshore Business Improvement District was created pursuant to Section 2.18 of the Code of General Ordinances for the City of Kenosha and §66.1109 of the Wisconsin Statutes for the purpose of creating a business improvement district that would allow business within said district to develop and for the purpose of managing and promoting said district and to establish an assessment method to fund permitted activities; and,

WHEREAS, special assessments are imposed by the City upon the properties within the Kenosha Lakeshore Business Improvement District to fund Kenosha Lakeshore Business Improvement District activities; and,

WHEREAS, pursuant to Subsection 2.18 F. of the Code of General Ordinances special assessments that are received by the City for the benefit of the District are placed in a segregated account in the City Treasury for disbursement to the District for the purposes of the District's execution of its operating plan; and,

WHEREAS, pursuant to Subsection 2.18 D. of the Code of General Ordinances , the Kenosha Lakeshore Business Improvement District shall consist of eleven (11) members, thereby requiring a quorum of six (6) in order to conduct meetings; and

WHEREAS, Kenosha Lakeshore Business Improvement District has less than its quorum and is unable to conduct business.

NOW THEREFORE, BE IT RESOLVED by the Common Council that no disbursements may be made by the City of Kenosha to the Kenosha Lakeshore Business Improvement District until such time as new members are appointed to the BID Board such that a quorum is achieved; the Common Council receives a written request from the BID Board indicating that the BID has a quorum and is requesting that disbursements be reinstated; and the Common Council rescinds this resolution.

Adopted this 20th day of December, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.5. RESOLUTION NO: 179 - 10

BY: THE MAYOR

TO APPROVE A THREE-LOT CERTIFIED SURVEY MAP

Property located at 28th Avenue and 21st Street (Kandathil-East)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one parcel located at 28th Avenue and 21st Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees. The stormwater basin fee in-lieu shall be paid prior to recording.
3. Payment of all taxes, special assessments and storm water utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. Lot 1 shall not be considered buildable until it is combined with Outlot 1 of the Certified Survey Map to the West. The applicant shall submit and sign a Parcel Combination Affidavit to be recorded with the Certified Survey Map.

**COMMON COUNCIL
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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

7. Compliance with the Kenosha Water Utility memo dated November 10, 2010.
 8. Remove the signature block on Sheet 4 of 4 for the "Planning Commission Approval".
 9. Compliance with the Public Works memo dated November 29, 2010.
 10. Applicant shall enter into a Developers Agreement with the City and Kenosha Water Utility and post all required escrows prior to the City signing the Certified Survey Map.
 11. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.
- Adopted this 20th day of December, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.6. RESOLUTION NO: 180 - 10

BY: THE MAYOR

TO APPROVE A THREE-LOT CERTIFIED SURVEY MAP

Property located at 28th Avenue and 21st Street (Kandathil-West)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one parcel located at 28th Avenue and 21st Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees. The stormwater basin fee in-lieu shall be paid prior to recording.
3. Payment of all taxes, special assessments and storm water utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. Outlot 1 shall not be considered buildable lot. The applicant shall submit and sign a Parcel Combination Affidavit to be recorded with the Certified Survey Map.
7. Compliance with the Kenosha Water Utility memo dated November 10, 2010.
8. Remove the signature block on Sheet 3 of 3 for the "Planning Commission Approval".
9. Compliance with the Public Works memo dated November 29, 2010.
10. The applicant shall enter into a Developers Agreement with the City and Kenosha Water Utility and post all required escrows prior to the City signing the Certified Survey Map.
11. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this 20th day of December, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

**I. APPOINTMENTS/
REAPPOINTMENTS BY THE MAYOR**

It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve:

- I.1. Appointment of John Thibodeau to the Library Board to fulfill an unexpired term which will expire July 1, 2011.
- I.2. Appointment of Joseph Catuara to the Lakeshore Business Improvement Board of Directors for a term which will expire November 18, 2013.

**COMMON COUNCIL
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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

I.3.. Appointment of Scott Holloway to the Lakeshore Business Improvement Board of Directors for a three-year term which will expire November 18, 2013.

On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

K.1. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve Second Amendment of Contract of Purchase and Sale By and Between Brookstone Homes, Inc and the City of Kenosha, Wisconsin. (10th District)(KAT Subdivision)

K.1.1. It was then moved by Alderperson Bostrom, seconded by Alderperson Nudo to defer for two weeks. On roll call vote, motion failed (5-8) with Alderpersons Nudo, Bostrom, Downing, Bogdala and Green voting aye.

On roll call vote, motion to approve carried (9-4) with Alderpersons Nudo, Bostrom, Downing and Bogdala voting nay.

It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to:

K.2. Approve Contract by and Between the City of Kenosha and Macemon and Sons, Inc. to Raze Building at 2018 45th Street in the amount of \$8,600.00.

K.3.. Approve Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project – Property at 7015-122nd Avenue. (17th District) (CBOCS, Inc./Cracker Barrel)

K.4. The Animal Control Services Agreement By And Between the City of Kenosha (Wisconsin, A Municipal Corporation) And Clawz and Pawz (a Wisconsin General Partnership) was referred to Public Safety & Welfare Committee by the Finance Committee at their meeting held immediately prior to this meeting. The agreement will come back to the Finance Committee.

K.5. Approve Offering Prices for Right-of-Way Acquisition for 39th Avenue Construction Project (18th Street to 24th Street). (District 5)

K.6. Approve Developers Agreement by and between Thomas V. and Lucy T. Kandathil and the City of Kenosha and the Kenosha Water Utility for Property on 28th Avenue, south of 21st Street. (Kandathil) (District 5)

K.7. Approve Land Lease Agreement by and between The Kenosha Transmit Commission (of the City of Kenosha, Wisconsin) and the City of Kenosha (A Municipal Corporation).

K.8. Approve Granicus Agreement (Internet Streaming Software for City of Kenosha Meetings).

K.9. Approve Jurisdictional Transfer Agreements (WisDOT Project I.D. 1310-10-00) 75th Street (STH 50) from I-94 to 43rd Avenue.

K.10. Approve State/Municipal Project Agreement (WisDOT Project I.D. 1310-10-00/20/70/7x) 75th Street (STH 50) from I-94 to 43rd Avenue (Local Cost Shares and Non-Participating Local Project Costs)

K.11. Approve Addendum to Agreement By and Between the City of Kenosha, Wisconsin (a Municipal Corporation), and Waste Management of Wisconsin, Inc. (a Wisconsin Corporation).

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Bogdala, seconded by Alderperson Prozanski, to deny request of Ralph Nudi to Rescind Trash & Debris Special Assessment Levied Against Property Located at 2622-63rd Street (01-12-01-132-005) in the Amount of \$160.00. On roll call vote, motion carried unanimously.

L.2. It was moved by Alderperson Bogdala, seconded by Alderperson Ohnstad to approve Claim of Brianna Lott and Herman Thomas. On roll call vote, motion carried unanimously.

L.3. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to approve Change Order for Project 10-2002 Overpass Painting (Sheridan Road & 11th Avenue, 52nd Street & 13th Avenue, 60th Street & 13th Avenue). (Districts 3, 7 & 8) On roll call vote, motion carried (10-3) with

**COMMON COUNCIL
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Keith G. Bosman, Mayor Michael K. Higgins, City Clerk

Alderpersons Nudo, Bostrom and Bogdala voting nay.

It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to:

L.4. Approve Change Order for Project 10-1129 Interior Lights and Electrical Upgrades Truck Wash (3735 65th Street). (District 11) On roll call vote, motion carried unanimously.

L.5. Approve Disbursement Record #22 – \$5,932,816.19.

On roll call vote, motion carried
unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to approve Final Acceptance of projects:

a. 10-1016 Resurfacing Phase III (*33rd Avenue – 60th Street to 55th Street, 22nd Avenue – 38th Street to 35th Street, 50th Avenue – 67th Street to 65th Street, 53rd Street – 26th Avenue to 22nd Avenue, 104th Avenue from south of 69th Street to 1378 feet north, Fire Station No. 2 – 8530 30th Avenue*) by *Cicchini Asphalt, LLC, (Kenosha, Wisconsin)*, in the amount of \$908,819.33. (Districts 5, 7, 9, 11, 15, 17)

b. 10-1111 Emergency Multi-Plate Storm Sewer Repair (5131 8th Avenue) by *DK Contractors, Inc., (Pleasant Prairie, Wisconsin)*, in the amount of \$196,946.03. (District 2)

M.2. It was moved by Alderperson Nudo, seconded by Alderperson Downing to separate action on the following final acceptance of Paving and Drainage Improvements:

a. Meadows at Hunters Ridge Subdivision. (District 4)

b. Kilbourn Woods Subdivision (District 17)

M.2.1. It was then moved by Alderperson Bostrom, seconded by Alderperson Kennedy to allow Alderperson Nudo to abstain from voting. On a voice vote, motion carried.

M.2.2. It was moved by Alderperson Kennedy, seconded by Alderperson Downing to approve a. On roll call vote, motion carried

12-0 (Nudo Abstain)

M.2.3. It was moved by Alderperson Bogdala, seconded by Alderperson Juliana to approve b. On roll call vote, motion carried unanimously.

**N. RECOMMENDATIONS FROM THE COMMITTEE ON
PUBLIC SAFETY & WELFARE**

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

O.1. It was moved by Alderperson Bogdala, seconded by Alderperson Juliana, to approve Conditional Use Permit for an expansion to a truck/freight terminal at 4801 68th Avenue. (District #16) (Expedited Freight Systems) On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Michalski, seconded by Alderperson Green, to adjourn at 8:38 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

ORDINANCE NO. _____

BY: ALDERPERSON THEODORE RUFFALO

**TO REPEAL AND RECREATE SECTION 1.06 U.
OF THE CODE OF GENERAL ORDINANCES
ENTITLED HOME PROGRAM COMMISSION TO
RECONSTITUTE THE COMPOSITION THEREOF**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section _____ of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

U. HOME Program Commission.

1. Title. There is hereby created a "HOME Program Commission".

2. Purpose. The purpose of the HOME Program Commission is to solicit, review and recommend projects to be funded by HOME Investment Partnership Program grants from the United States Department of Housing and Urban Development which will strengthen public-private partnerships and provide more affordable rental and home ownership housing through acquisition, rehabilitation, new construction and any other eligible activities under the HOME Program.

3. Members. There shall be five (5) members who shall include the Mayor, three (3) alderpersons, and one citizen. The alderpersons and the citizen are to be appointed by the Mayor and confirmed by the Common Council.

4. Term. The Mayor and alderpersons shall have a term commensurate with their terms as an elected officer of the City. The Citizen shall be appointed for three-year terms, the first term of which will be effective February 1, 2011. T

5. Officers. The Mayor shall be the chairperson. Annually, at its first meeting held after May 1, the Commission shall elect from among its members a vice chairperson. The Mayor may appoint a City employee to act as secretary for the Commission at no additional compensation to be paid to said employee other than compensatory time off unless such compensation is authorized in advance by the Common Council.

6. By-Laws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records and treating other matters.

7. Duties. The Commission shall:

a. Annually solicit, review and recommend to the Common Council projects to be funded with Federal HOME Program grant funds.

b. Develop a program description for Common Council approval to be submitted to the U.S. Department of Housing and Urban Development.

c. Meet periodically to review program activities and results.

8. Appropriation and Allotment of Funds to the Commission. The Common Council may, from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant. Out-of-City trips must be approved, in writing, in advance, by the Mayor, and all expenses and receipts furnished, when available.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

DRAFT 12.15.10
12/17/10

BY: ALDERPERSON THEODORE RUFFALO

**TO REPEAL AND RECREATE SECTION 1.06 U.
OF THE CODE OF GENERAL ORDINANCES
ENTITLED HOME PROGRAM COMMISSION TO
RECONSTITUTE THE COMPOSITION THEREOF**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section _____ of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

U. HOME Program Commission.

1. Title. There is hereby created a "HOME Program Commission".

2. Purpose. The purpose of the HOME Program Commission is to solicit, review and recommend projects to be funded by HOME Investment Partnership Program grants from the United States Department of Housing and Urban Development which will strengthen public-private partnerships and provide more affordable rental and home ownership housing through acquisition, rehabilitation, new construction and any other eligible activities under the HOME Program.

3. Members. There shall be ~~seven (7)~~ five (5) members who shall include the Mayor, three (3) alderpersons, and one citizen. The alderpersons and the citizen are to be appointed by the Mayor and confirmed by the Common Council. ~~City Administrator and Department Heads of the Finance Department, City Development Department, Police Department, Neighborhood Services and Inspections Department and one (1) officer or employee of the Kenosha Housing Authority.~~

4. Term. The Mayor and alderpersons shall have a term commensurate with their terms as an elected officer of the City. The Citizen shall be appointed for three-year terms, the first term of which will be effective February 1, 2011. ~~The term of office is indefinite as memberships are determined by position.~~

5. Officers. The Mayor shall be the chairperson ~~and the City Administrator the vice chairperson.~~ Annually, at its first meeting held after May 1, the Commission shall elect from among its members a vice chairperson. The Mayor may appoint a City employee to act as secretary for the Commission at no additional compensation to be paid to said employee other than compensatory time off unless such compensation is authorized in advance by the Common Council.

6. By-Laws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records and treating other

matters.

7. Duties. The Commission shall:

a. Annually solicit, review and recommend to the Common Council projects to be funded with Federal HOME Program grant funds.

b. Develop a program description for Common Council approval to be submitted to the U.S. Department of Housing and Urban Development.

c. Meet periodically to review program activities and results.

8. Appropriation and Allotment of Funds to the Commission. The Common Council may, from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant. Out-of-City trips must be approved, in writing, in advance, by the Mayor, and all expenses and receipts furnished, when available.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON DAVID BOGDALA

**TO AMEND SECTION 14.01.B.6. OF THE CODE OF
GENERAL ORDINANCES ENTITLED "SPECIAL
REVENUE FUND"**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 14.01.B.6. of the Code of General Ordinances for the City
of Kenosha, Wisconsin, is hereby amended as follows:

6. Special Revenue Fund. The Finance Director shall create a special revenue fund for the purposes of depositing the licensing and/or late fees collected. The special revenue fund shall be used to further the purpose of this Chapter and support the canine unit(s) of the Kenosha Police Department. Requests for funds shall be reviewed and approved by the Finance Committee.

Section Two: This Ordinance shall become effective upon passage and
publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

DRAFT 12.02.10

**BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON DAVID BOGDALA**

**TO AMEND SECTION 14.01.B.6. OF THE CODE OF
GENERAL ORDINANCES ENTITLED "SPECIAL
REVENUE FUND"**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 14.01.B.6. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby amended as follows:

6. Special Revenue Fund. The Finance Director shall create a special revenue fund for the purposes of depositing the licensing and/or late fees collected. The special revenue fund shall be used to further the purpose of this Chapter: and support the canine unit(s) of the Kenosha Police Department. Requests for funds shall be reviewed and approved by the Finance Committee.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

**BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON RAY MISNER**

**TO AMEND THE TITLE OF SECTION 10.062; TO
CREATE SUBSECTIONS 10.062.A. AND 10.062.B.
OF THE CODE OF GENERAL ORDINANCES
REGARDING SURRENDER OF LICENSE**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: The title of Section 10.062 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

10.062 SURRENDER WHERE REVOCATION OR SUSPENSION PROCEEDINGS THREATENED OR COMMENCED

Section Two: Subsections 10.062.A. and 10.062.B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

A. Voluntary Surrender. A Class "A", "Class A", Class "B", "Class B" or "Class C" License may be surrendered when any proceeding has been commenced by any authorized person or party to revoke or suspend such License. If the complaint in any such proceeding is found to be true, the License shall either be suspended for not less than 10 days nor more than 90 days or revoked.

B. Conditional Surrender. A Class "A", "Class A", Class "B", "Class B" or "Class C" License may not be conditionally surrendered when any proceeding has been commenced by any authorized person or party to revoke or suspend such License or when any proceeding is authorized by the License/Permit Committee or Common Council to revoke or suspend such license.

A Class "A", "Class A", Class "B", "Class B" or "Class C" License which is in jeopardy due to an actual or threatened license revocation proceeding may be surrendered on the condition that the owner of the licensed premises be granted a similar license at the same location where the license holder leases the premises or holds the premises under a land contract, subject to the following terms and conditions:

1. The License has not been revoked following a lawful revocation hearing.
2. The Licensee surrenders the License and the owner of the premises applies for said License.
3. License fees will not be prorated.
4. A similar License at the same location has not been conditionally surrendered while under threat of revocation within the past ten (10) years.
5. The license holder does not profit from the License transfer.

6. The license holder agrees in writing to:
- a. never again be involved, directly or indirectly, in or have any financial interest in the licensed premises.
 - b. not apply for any Class "B" and/or "Class B" License or Operator's License for a period of five(5) years.
 - c. reimburse the City any out-of-pocket costs, if any, incurred in its commencement of a revocation proceeding.

Section Three: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

DRAFT 12.02.10
AMENDED 12.10.10

BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON RAY MISNER

**TO AMEND THE TITLE OF SECTION 10.062; TO
CREATE SUBSECTIONS 10.062.A. AND 10.062.B.
OF THE CODE OF GENERAL ORDINANCES
REGARDING SURRENDER OF LICENSE**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: The title of Section 10.062 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

**10.062 ~~CONDITIONAL~~ SURRENDER WHERE REVOCATION OR SUSPENSION
PROCEEDINGS THREATENED OR COMMENCED**

Section Two: Subsections 10.062.A. and 10.062.B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

A. Voluntary Surrender. A Class "A", "Class A", Class "B", "Class B" or "Class C" License may be surrendered when any proceeding has been commenced by any authorized person or party to revoke or suspend such License. However, If the complaint in any such proceeding is found to be true, the License shall either be suspended for not less than 10 days nor more than 90 days or revoked.

B. Conditional Surrender. A Class "A", "Class A", Class "B", ~~or~~ "Class B" or "Class C" License may not be conditionally surrendered when any proceeding has been commenced by any authorized person or party to revoke or suspend such License or when any proceeding is authorized by the License/Permit Committee or Common Council to revoke or suspend such license.

A Class "A", "Class A", Class "B", ~~or~~ "Class B" or "Class C" License which is in jeopardy due to an actual or threatened license revocation proceeding may be surrendered on the condition that the owner of the licensed premises be granted a similar license at the same location where the license holder leases the premises or holds the premises under a land contract, subject to the following terms and conditions:

1. The License has not been revoked following a lawful Revocation Hearing.
2. The Licensee surrenders the License and the owner of the premises applies for said License.
3. License fees will not be prorated.
4. A similar License at the same location has not been conditionally surrendered while under threat of revocation within the past ten (10) years.

5. The license holder does not profit from the ~~H~~L license transfer.
6. The license holder agrees in writing to:
 - a. never again be involved, directly or indirectly, in or have any financial interest in the licensed premises.
 - b. not apply for any Class "B" and/or "Class B" License or Operator's License for a period of five(5) years.
 - c. reimburse the City any out-of-pocket costs, if any, incurred in its commencement of a revocation proceeding.

Section Three: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

DRAFT 11.24.10

BY: ALDERPERSON THEODORE RUFFALO

TO REPEAL AND RECREATE SUB SECTION 1.045.C.1. AND C.2. OF THE CODE OF GENERAL ORDINANCES ENTITLED "WITHHOLDING OF THE ISSUANCE OF CITY LICENSES AND PERMITS BY THE CITY CLERK"

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 1.045.C.1. and C.2. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

C. Exceptions. The above requirements shall not be enforced where,;

1. Defense. ~~b~~By sworn Affidavit, the applicant/licensee/permittee states:

1a. They have a good faith defense to the above requirements and state the defense in detail, relative to both facts and legal theories, and furnish supporting documentation.

2b. They have taken or are taking prompt action to challenge the above requirements in an appropriate forum.

The City Clerk/Treasurer may reject said Affidavit, upon the advice of the City Attorney, if it is insufficient or frivolous. Further hearing and appeal from such decision shall be in accordance with Chapter 68, Wisconsin Statutes, Municipal Administrative Procedure.

The filing of a false or frivolous Affidavit shall be grounds for license/permit suspension or revocation.

2. Stipulated Agreement of Compliance. When the applicant/licensee/permittee by written stipulation affirms the outstanding conditions and/or liabilities for which issuance of the license/permit is withheld and stipulates to a schedule for compliance and/or payment of the outstanding conditions and/or liabilities, the license/permit may be issued by the clerk. Failure to comply with the terms of said agreement shall be a basis for immediate revocation of the license/permit.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON THEODORE RUFFALO

**TO REPEAL AND RECREATE SUBSECTION 1.045.C.1.
AND C.2. OF THE CODE OF GENERAL ORDINANCES
ENTITLED “WITHHOLDING OF THE ISSUANCE OF
CITY LICENSES AND PERMITS BY THE CITY CLERK”**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section 1.045.C.1. and C.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

C. Exceptions. The above requirements shall not be enforced where:

1. Defense. By sworn Affidavit, the applicant/licensee/permittee states:

- a.** They have a good faith defense to the above requirements and state the defense in detail, relative to both facts and legal theories, and furnish supporting documentation.
- b.** They have taken or are taking prompt action to challenge the above requirements in an appropriate forum.

The City Clerk/Treasurer may reject said Affidavit, upon the advice of the City Attorney, if it is insufficient or frivolous. Further hearing and appeal from such decision shall be in accordance with Chapter 68, Wisconsin Statutes, Municipal Administrative Procedure.

The filing of a false or frivolous Affidavit shall be grounds for license/permit suspension or revocation.

2. Stipulated Agreement of Compliance. When the applicant/licensee/permittee by written stipulation affirms the outstanding conditions and/or liabilities for which issuance of the license/permit is withheld and stipulates to a schedule for compliance and/or payment of the outstanding conditions and/or liabilities, the license/permit may be issued by the clerk. Failure to comply with the terms of said agreement shall be a basis for immediate revocation of the license/permit.

Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER

**TO CREATE SUBSECTION 10.02.3.a. AND 10.02.3.b.
OF THE CODE OF GENERAL ORDINANCES
REGARDING CREATION OF AN ECONOMIC
DEVELOPMENT GRANT FOR RESERVE "CLASS B"
LICENSEES**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Subsection 10.02.3.a. And 10.02.3.b. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

A. Intoxicating Liquor.

1. "Class A" License. The annual fee for a "Class A" License is Five Hundred (\$500.00) Dollars. Licenses may be granted which shall expire on the 30th day of June each year upon payment of such proportion of the annual license fee as the number of months, or fraction of a month, remaining until June 30th of each year bears to twelve. No application for such license shall be accepted unless accompanied by the appropriate fee in cash or certified check.

2. "Class B" License. The annual fee for a "Class B" License is Five Hundred (\$500.00) Dollars, and must be paid on or before the June 15th preceding the commencement of the license year. The holder may sell, deal and traffic in intoxicating liquors to be consumed by the glass only on the premises so licensed, and in the original package or containers, in multiples not to exceed four (4) liters at any one time, and to be consumed off the premises so licensed, except that wine may be sold in the original package or otherwise in any quantity to be consumed off the premises.

Licenses may be granted which shall expire on the 30th day of June of each year upon payment of such proportion of the annual license fee as the number of months, or fraction of a month, remaining until June 30 of each year bears to twelve.

3. Reserve "Class B" License. In addition to any fees prescribed in A.2., the Clerk shall charge an additional Ten Thousand (\$10,000.00) Dollars prior to the issuance of a reserve "Class B" License.

a. The city finds that the ten thousand dollar (\$10,000.00) fee mandated by the laws of the state exceeds the actual cost of licensing the activity, thereby generating additional revenue for the city and it is in the interests of the public welfare to use part of this additional revenue to increase the property tax base, to improve the interior or exterior of the licensed premise, provide employment opportunities, attract tourists and generally enhance the economic and cultural climate of the community by providing additional economic incentives for new businesses with liquor licenses.

b. After the granting of any new Reserve "Class B" License and payment of the ten thousand dollar (\$10,000.00) initial issuance fee, whether paid before or after the effective date of this section, an applicant who has made improvements to the licensed premises in an amount equal to or in excess of fifty percent (50%) of the premises' assessed value, may file an application for an economic development grant in an amount not to exceed nine thousand dollars (\$9,000.00) with the city clerk at anytime after twelve (12) months and before eighteen (18) months of the date of issuance of the Reserve "Class B" License. The Licensee shall complete an

Application for Economic Development Grant for Reserve “Class B” Liquor Licenses, available from the city clerk, and shall attach complete, legible copies of paid invoices or receipts evidencing or documenting improvements made to the licensed premises in an amount equal to or greater than fifty percent (50%) of the licensed property's assessed value, as determined by the office of the City Assessor, at the time the economic development grant application is filed. When available, photographs which document the premises before and after the improvements should be included with the grant application. The City of Kenosha shall retain one thousand dollars (\$1,000.00) to cover administrative costs associated with the administration of the license. The Committee on Licenses/Permits shall determine whether the Licensee is operating in compliance with the approved license. The Committee on Licenses/Permits may require the assistance of any other city department in making said determination. If the Committee on Licenses/Permits determines that the Licensee is so operating, the Committee on Licenses/Permits shall authorize the approval of up to a nine thousand dollar (\$9,000.00) economic development grant and direct the finance department to issue payment of said grant. If the Committee on Licenses/Permits determines that the Licensee is not in compliance with the approved license, no economic development grant may be authorized and the Committee on Licenses/Permits shall make such finding in writing and cause to be delivered a copy of the findings to the Licensee. If the Licensee disagrees with the Committee on Licenses/Permits' determination, the Licensee may file a written notice of appeal with the clerk within ten (10) calendar days of the delivery of the written notice of the findings. Upon receiving such notice from the Licensee, the clerk shall relay the notice to the Common Council which shall hold a hearing and review the determination. The Common Council may affirm or reverse the Committee on Licenses/Permits' determination. If the Committee on Licenses/Permits' determination is upheld, appeal may be taken to circuit court pursuant to Section 753.04, Wisconsin Statutes. If the determination is reversed, the clerk shall authorize the payment of the economic development grant.

4. **“Class C” License.** The annual fee for a “Class C” License is One Hundred (\$100.00) Dollars.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

DRAFT 12.16.10

12.22.10 Changes discussed in Committee on 12/20/10 but not made as an official motion.

BY: ALDERPERSON RAY MISNER

**TO CREATE SUBSECTION 10.02.3.a. AND 10.02.3.b.
OF THE CODE OF GENERAL ORDINANCES
REGARDING CREATION OF AN ECONOMIC
DEVELOPMENT GRANT FOR RESERVE "CLASS B"
LICENSEES**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Subsection 10.02.3.a. And 10.02.3.b. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

A. Intoxicating Liquor.

1. "Class A" License. The annual fee for a "Class A" License is Five Hundred (\$500.00) Dollars. Licenses may be granted which shall expire on the 30th day of June each year upon payment of such proportion of the annual license fee as the number of months, or fraction of a month, remaining until June 30th of each year bears to twelve. No application for such license shall be accepted unless accompanied by the appropriate fee in cash or certified check.

2. "Class B" License. The annual fee for a "Class B" License is Five Hundred (\$500.00) Dollars, and must be paid on or before the June 15th preceding the commencement of the license year. The holder may sell, deal and traffic in intoxicating liquors to be consumed by the glass only on the premises so licensed, and in the original package or containers, in multiples not to exceed four (4) liters at any one time, and to be consumed off the premises so licensed, except that wine may be sold in the original package or otherwise in any quantity to be consumed off the premises.

Licenses may be granted which shall expire on the 30th day of June of each year upon payment of such proportion of the annual license fee as the number of months, or fraction of a month, remaining until June 30 of each year bears to twelve.

3. Reserve "Class B" License. In addition to any fees prescribed in A.2., the Clerk shall charge an additional Ten Thousand (\$10,000.00) Dollars prior to the issuance of a reserve "Class B" License.

a. The city finds that the ten thousand dollar (\$10,000.00) fee mandated by the laws of the state exceeds the actual cost of licensing the activity, thereby generating additional revenue for the city and it is in the interests of the public welfare to use part of this additional revenue to increase the property tax base, to improve the interior or exterior of the licensed premise, provide employment opportunities, attract tourists and generally enhance the economic and cultural climate of the community by providing additional economic incentives for new businesses with liquor licenses.

b. After the granting of any new Reserve "Class B" License and payment of the ten thousand dollar (\$10,000.00) initial issuance fee, the applicant whether paid before or after the effective date of this section, an applicant who has made improvements to the licensed premises in an amount equal to or in excess of fifty

percent (50%) of the premises' assessed value, may file an application for an economic development grant in an amount not to exceed nine thousand dollars (\$9,000.00) with the city clerk within at anytime after twelve (12) months and before eighteen (18) months of the date of issuance of the Reserve "Class B" License. The Licensee shall complete an Application for Economic Development Grant for Reserve "Class B" Liquor Licenses, available from the city clerk, and shall attach complete, legible copies of paid invoices or receipts evidencing or documenting improvements made to the licensed premises in an amount equal to or greater than fifty percent (50%) of the licensed property's assessed value, as determined by the office of the City Assessor, at the time the economic development grant application is filed. ~~the amount requested in the economic development grant application.~~ When available, pPhotographs which document the premises before and after the improvements should be included with the grant application. The City of Kenosha shall retain one thousand dollars (\$1,000.00) to cover administrative costs associated with the administration of the license. The Committee on Licenses/Permits shall determine whether the Licensee is operating in compliance with the approved license. The Committee on Licenses/Permits may require the assistance of any other city department in making said determination. If the Committee on Licenses/Permits determines that the Licensee is so operating, the Committee on Licenses/Permits shall authorize the approval of up to a nine thousand dollar (\$9,000.00) economic development grant and direct the finance department to issue payment of said grant. If the Committee on Licenses/Permits determines that the Licensee is not in compliance with the approved license, no economic development grant may be authorized and the Committee on Licenses/Permits shall make such finding in writing and cause to be delivered a copy of the findings to the Licensee. If the Licensee disagrees with the Committee on Licenses/Permits' determination, the Licensee may file a written notice of appeal with the clerk within ten (10) calendar days of the delivery of the written notice of the findings. Upon receiving such notice from the Licensee, the clerk shall relay the notice to the Common Council which shall hold a hearing and review the determination. The Common Council may affirm or reverse the Committee on Licenses/Permits' determination. If the Committee on Licenses/Permits' determination is upheld, appeal may be taken to circuit court pursuant to Section 753.04, Wisconsin Statutes. If the determination is reversed, the clerk shall authorize the payment of the economic development grant.

4. "Class C" License. The annual fee for a "Class C" License is One Hundred (\$100.00) Dollars.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER

**TO CREATE SUBSECTION 10.02.3.a. AND 10.02.3.b.
OF THE CODE OF GENERAL ORDINANCES
REGARDING CREATION OF AN ECONOMIC
DEVELOPMENT GRANT FOR RESERVE "CLASS B"
LICENSEES**

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2. "Class B" License. The annual fee for a "Class B" License is Five Hundred (\$500.00) Dollars, and must be paid on or before the June 15th preceding the commencement of the license year. The holder may sell, deal and traffic in intoxicating liquors to be consumed by the glass only on the premises so licensed, and in the original package or containers, in multiples not to exceed four (4) liters at any one time, and to be consumed off the premises so licensed, except that wine may be sold in the original package or otherwise in any quantity to be consumed off the premises.

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b. After the granting of any new Reserve "Class B" License and payment of the ten thousand dollar (\$10,000.00) initial issuance fee, the applicant may file an application for an economic development grant in an

amount not to exceed nine thousand dollars (\$9,000.00) with the city clerk within twelve (12) months of the date of issuance of the Reserve "Class B" License. The Licensee shall complete an Application for Economic Development Grant for Reserve "Class B" Liquor Licenses, available from the city clerk, and shall attach complete, legible copies of paid invoices or receipts evidencing or documenting improvements made to the licensed premises in an amount equal to or greater than the amount requested in the economic development grant application. Photographs which document the premises before and after the improvements should be included with the grant application. The City of Kenosha shall retain one thousand dollars (\$1,000.00) to cover administrative costs associated with the administration of the license. The Committee on Licenses/Permits shall determine whether the Licensee is operating in compliance with the approved license. The Committee on Licenses/Permits may require the assistance of any other city department in making said determination. If the Committee on Licenses/Permits determines that the Licensee is so operating, the Committee on Licenses/Permits shall authorize the approval of up to a nine thousand dollar (\$9,000.00) economic development grant and direct the finance department to issue payment of said grant. If the Committee on Licenses/Permits determines that the Licensee is not in compliance with the approved license, no economic development grant may be authorized and the Committee on Licenses/Permits shall make such finding in writing and cause to be delivered a copy of the findings to the Licensee. If the Licensee disagrees with the Committee on Licenses/Permits' determination, the Licensee may file a written notice of appeal with the clerk within ten (10) calendar days of the delivery of the written notice of the findings. Upon receiving such notice from the Licensee, the clerk shall relay the notice to the Common Council which shall hold a hearing and review the determination. The Common Council may affirm or reverse the Committee on Licenses/Permits' determination. If the Committee on Licenses/Permits' determination is upheld, appeal may be taken to circuit court pursuant to Section 753.04, Wisconsin Statutes. If the determination is reversed, the clerk shall authorize the payment of the economic development grant.

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Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER

**TO CREATE SUBSECTION 10.02.3.a. AND 10.02.3.b.
OF THE CODE OF GENERAL ORDINANCES
REGARDING CREATION OF AN ECONOMIC
DEVELOPMENT GRANT FOR RESERVE "CLASS B"
LICENSEES**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Subsection 10.02.3.a. And 10.02.3.b. of the Code of General

Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

A. Intoxicating Liquor.

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2. "Class B" License. The annual fee for a "Class B" License is Five Hundred (\$500.00) Dollars, and must be paid on or before the June 15th preceding the commencement of the license year. The holder may sell, deal and traffic in intoxicating liquors to be consumed by the glass only on the premises so licensed, and in the original package or containers, in multiples not to exceed four (4) liters at any one time, and to be consumed off the premises so licensed, except that wine may be sold in the original package or otherwise in any quantity to be consumed off the premises.

Licenses may be granted which shall expire on the 30th day of June of each year upon payment of such proportion of the annual license fee as the number of months, or fraction of a month, remaining until June 30 of each year bears to twelve.

3. Reserve "Class B" License. In addition to any fees prescribed in A.2., the Clerk shall charge an additional Ten Thousand (\$10,000.00) Dollars prior to the issuance of a reserve "Class B" License.

a. The city finds that the ten thousand dollar (\$10,000.00) fee mandated by the laws of the state exceeds the actual cost of licensing the activity, thereby generating additional revenue for the city and it is in the interests of the public welfare to use part of this additional revenue to increase the property tax base, to improve the interior or exterior of the licensed premise, provide employment opportunities, attract tourists and generally enhance the economic and cultural climate of the community by providing additional economic incentives for new businesses with liquor licenses.

b. After the granting of any new Reserve "Class B" License and payment of the ten thousand dollar (\$10,000.00) initial issuance fee, the applicant may file an application for an economic development grant in an

amount not to exceed nine thousand dollars (\$9,000.00) with the city clerk within twelve (12) months of the date of issuance of the Reserve “Class B” License. The Licensee shall complete an Application for Economic Development Grant for Reserve “Class B” Liquor Licenses, available from the city clerk, and shall attach complete, legible copies of paid invoices or receipts evidencing or documenting improvements made to the licensed premises in an amount equal to or greater than the amount requested in the economic development grant application. Photographs which document the premises before and after the improvements should be included with the grant application. The City of Kenosha shall retain one thousand dollars (\$1,000.00) to cover administrative costs associated with the administration of the license. The Committee on Licenses/Permits shall determine whether the Licensee is operating in compliance with the approved license. The Committee on Licenses/Permits may require the assistance of any other city department in making said determination. If the Committee on Licenses/Permits determines that the Licensee is so operating, the Committee on Licenses/Permits shall authorize the approval of up to a nine thousand dollar (\$9,000.00) economic development grant and direct the finance department to issue payment of said grant. If the Committee on Licenses/Permits determines that the Licensee is not in compliance with the approved license, no economic development grant may be authorized and the Committee on Licenses/Permits shall make such finding in writing and cause to be delivered a copy of the findings to the Licensee. If the Licensee disagrees with the Committee on Licenses/Permits' determination, the Licensee may file a written notice of appeal with the clerk within ten (10) calendar days of the delivery of the written notice of the findings. Upon receiving such notice from the Licensee, the clerk shall relay the notice to the Common Council which shall hold a hearing and review the determination. The Common Council may affirm or reverse the Committee on Licenses/Permits' determination. If the Committee on Licenses/Permits' determination is upheld, appeal may be taken to circuit court pursuant to Section 753.04, Wisconsin Statutes. If the determination is reversed, the clerk shall authorize the payment of the economic development grant.

4. **“Class C” License.** The annual fee for a “Class C” License is One Hundred (\$100.00) Dollars.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	December 9, 2010	Item 1
Petition to rezone property at 3217 34th Avenue from A-2 Agricultural Land Holding to IP Institutional Park and C-2 Lowland Resource Conservancy, District #5. (Gateway Technical College) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3217 34h Avenue
Neighborhood: Gateway

Vicinity Zoning/Land Use

North: A-2, RS-1/Single-Family Residential
South: IP/Institutional
East: IP/Institutional
West: IP/Institutional

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman LaMacchia, has been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

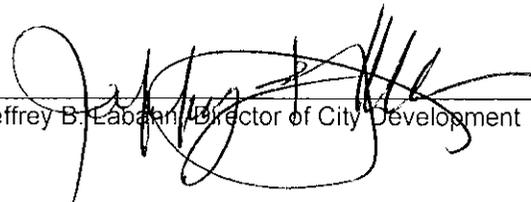
- The owner of the property has requested to rezone the property from A-2 Agricultural Land Holding to IP Institutional Park and C-2 Lowland Resource Conservancy District. The wetland delineation has been approved by the DNR. The purpose of the rezoning is to allow the existing buildings on the site to be used as additional classroom space.
- Rezoning of the property to IP Institutional Park and C-2 Lowland Resource Conservancy is consistent with the existing land uses in the area and the adopted Comprehensive Plan. Since Gateway is only proposing to use the existing buildings on the site, no Development Plan has been submitted. Gateway will need to obtain permits from the City for remodeling and an Occupancy permit.
- The rezoning will be compatible with the surrounding land uses and the adopted Comprehensive Plan.
- This rezoning is in conformance with Section 10.02 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the rezoning.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2010/Dec9/fact-rezone-gateway.odt



Jeffrey B. Labean, Director of City Development

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE PROPERTY LOCATED AT 3217 34th
AVENUE FROM A-2 AGRICULTURAL LAND HOLDING
TO IP INSTITUTIONAL PARK AND C-2 LOWLAND
RESOURCE CONSERVANCY, DISTRICT #5.
[GATEWAY TECHNICAL COLLEGE]

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: That the land shown on the attached Supplement Map No.
Z8-10 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: This Ordinance shall be in full force and effect upon passage
and the day after its publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

CITY OF KENOSHA

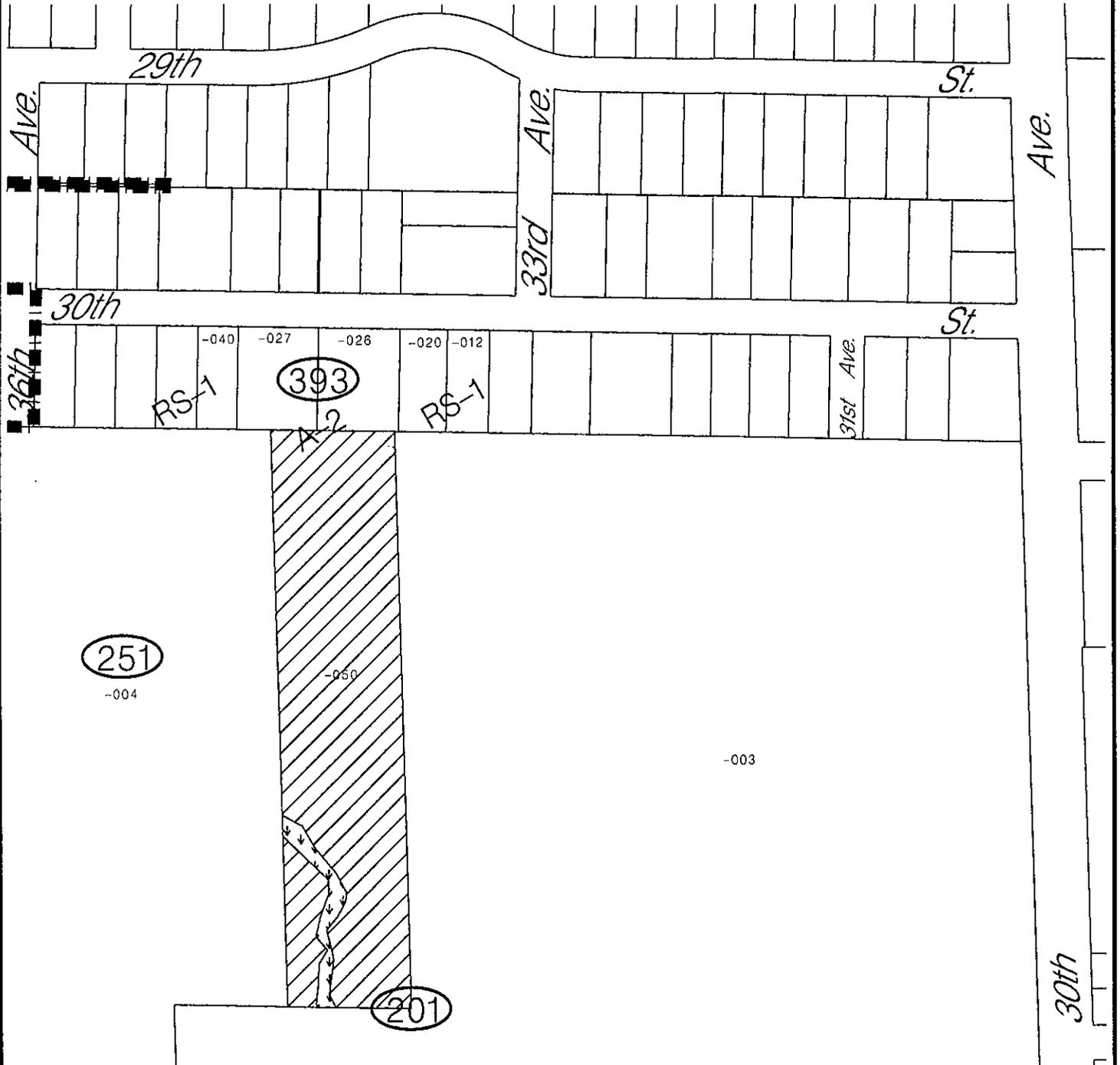
District Map

Rezoning

Gateway Technical College Petition

SUPPLEMENT NO. 28-10

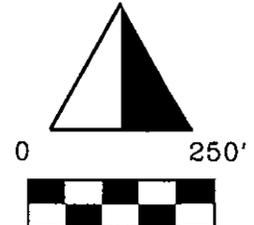
ORDINANCE NO. _____



Property to be rezoned from:

-  A-2 Agricultural Land Holding to IP Institutional Park
-  A-2 Agricultural Land Holding to C-2 Lowland Conservancy
-  Municipal Boundary

NORTH



CITY OF KENOSHA

Land Use Map

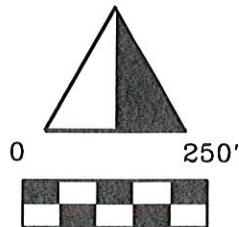
Gateway Technical College Rezoning



 *Property requested to be rezoned*

 *Municipal Boundary*

NORTH



222-24-3 & 25-2

DCD ~ City Plan Division ~ JBL ~ BRW ~ 11-3-2010 ~ mc

Common Council Agenda Item #G.1

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

December 1, 2010

Notice of Public Hearing

Rezoning of property located at 3217 34th Avenue (Gateway Technical College)

The City Plan Commission will hold a public hearing on the Petition submitted by Gateway Technical College to rezone their property located at 3217 34th Avenue. The proposed rezoning would amend the zoning on the property from A-2 Agricultural Land Holding to IP Institutional Park and C-2 Lowland Resource Conservancy District. The purpose of the rezoning request is to utilize the existing buildings on the site as additional classrooms.

The public hearing will be held at the City Plan Commission meeting as follows:

Thursday, December 9, 2010 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140

You are being notified of these public hearings because, as the owner of property located within 100-feet of the proposed zoning change, you are eligible to file a protest petition pursuant to Wisconsin State Statutes. The proposed rezoning **will not** change the zoning of your property. The enclosed map identifies the boundaries of the proposed rezoning and the location of your property has been highlighted.

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, January 3, 2011 at 7:00 p.m. in Room 200 of the Municipal Building.

Additional information regarding this petition is on file with the Department of City Development in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4030.

BW:kas
Enclosure



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Gloria L. McCutcheon, Regional Director

Sturtevant Service Center
9531 Rayne Rd., Suite IV
Sturtevant, Wisconsin 53177
Telephone 262-884-2300
FAX 262-884-2306
TTY Access via relay - 711

November 4, 2010

Mr. Mark Madsen
Nielsen, Madsen & Barber
1339 Washington Ave.
Racine, WI 53403

Dear Mr. Madsen:

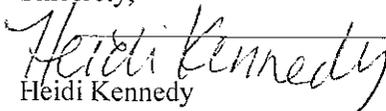
The Department has received the wetland delineation, submitted on your behalf, by Dave Meyer of Wetland and Waterway Consulting. The wetland delineation is dated September 7, 2010. The project site is located at tax parcel 07-222-25-201-050 in the NE ¼ of Section 25 Township 2 North, Range 22 East, in the City of Kenosha, Kenosha County.

I reviewed the wetland delineation report and concur with the wetland boundaries as delineated in this study. Wetland delineations are typically good for five years unless significant changes to the hydrology have occurred within the area.

Please be aware that the placement of fill in wetlands requires a Water Quality Certification from the Department of Natural Resources. NR 103, Wis. Adm. Code prescribes the need for an alternative analysis when projects are anticipated to impact wetlands. Redesigning a plat or development plan to avoid wetlands is considered a viable alternative.

Please remember that any development on this site may require local and state approvals. If you have any questions please call me at 262-884-2355 or e-mail at heidi.kennedy@Wisconsin.gov

Sincerely,


Heidi Kennedy
Water Management Specialist

CC: City of Kenosha
Dave Meyer
Dale Pfeiffle, ACOE



DEMARK, KOLBE & BRODEK
A LIMITED LIABILITY S.C.

6216 Washington Ave • P.O. Box 085009

Racine, WI 53408-5009

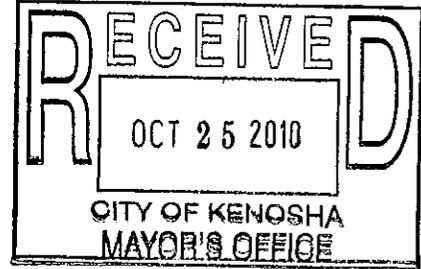
Phone: (262) 886-9720

Fax: (262) 886-3074

website: dkblaw.com

October 22, 2010

The Honorable Mayor Keith G. Bosman and
City of Kenosha Council Members
652 – 52nd Street, Room 300
Kenosha, WI 53140



RE: Gateway Technical College
Petition for Rezoning
3217 – 34th Avenue
Tax Parcel 07-222-25-201-050

Dear Members of the Common Council:

We are writing on behalf of our client Gateway Technical College Foundation, Inc. to request a change in the zoning of the above parcel from A-2 Agricultural Land Holding District to IP Institutional Park District. The legal description of the parcel is attached hereto as Addendum "A". An aerial photograph of the site and surrounding properties is attached hereto as Addendum "B".

Gateway Technical College has acquired the property for the purpose of using the buildings thereon as the Center for Sustainable Living. The Center will consist of classrooms and labs for several existing Gateway programs including but not limited to HVAC, Horticulture, Interior Design and construction trades. These programs will be offered in the same manner as programs offered in our adjacent buildings and property. Gateway Technical College is not currently planning any significant building or site development, therefore we do not believe that a site plan is required to be included with this petition. Please let me know if we are mistaken in this belief. The \$550 rezoning fee is enclosed with this letter.

The particulars of this request are as follows:

PROPOSED REZONING

1. Existing Zoning District. A-2 Agricultural Land Holding District.
2. Proposed Zoning District. IP Institutional Park District.
3. Prior Use. The site was formerly used for single family residential purposes.

219144-11781



4. Proposed Use. The buildings on the site will be used by Gateway Technical College for classrooms/labs for the school's HVAC program and will essentially be part of the adjacent Gateway Technical College campus. Classes will be conducted in the same manner as applicable to the adjacent campus. The interior of the buildings will be remodeled to make them suitable for classroom/lab use; however, no new buildings or other site development are currently planned for the site.
5. Compatibility With 2035 Land Use Plan. The 2035 Land Use Plan shows the site as "Governmental and Institutional". The proposed rezoning is consistent with this planned use. A copy of the 2035 Land Use Plan Map is attached hereto as Addendum "C".
6. Adjacent Lands. The lands immediately east of the site is Gateway Technical College's current Kenosha campus. The land to the south and west of the site belongs to the Kenosha Unified School District and currently is the site of Bradford High School. The lands to the north are residential and currently zoned R-4.

Please contact the undersigned with notice of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to the undersigned at DeMark, Kolbe & Brodek, S.C., PO Box 085009, Racine, WI 53408. Please call with any questions or concerns regarding this request for rezoning.

Very truly yours,

DeMARK, KOLBE & BRODEK, S.C.

By

A handwritten signature in black ink, appearing to read 'Micheal D. Bannon', written over a horizontal line.

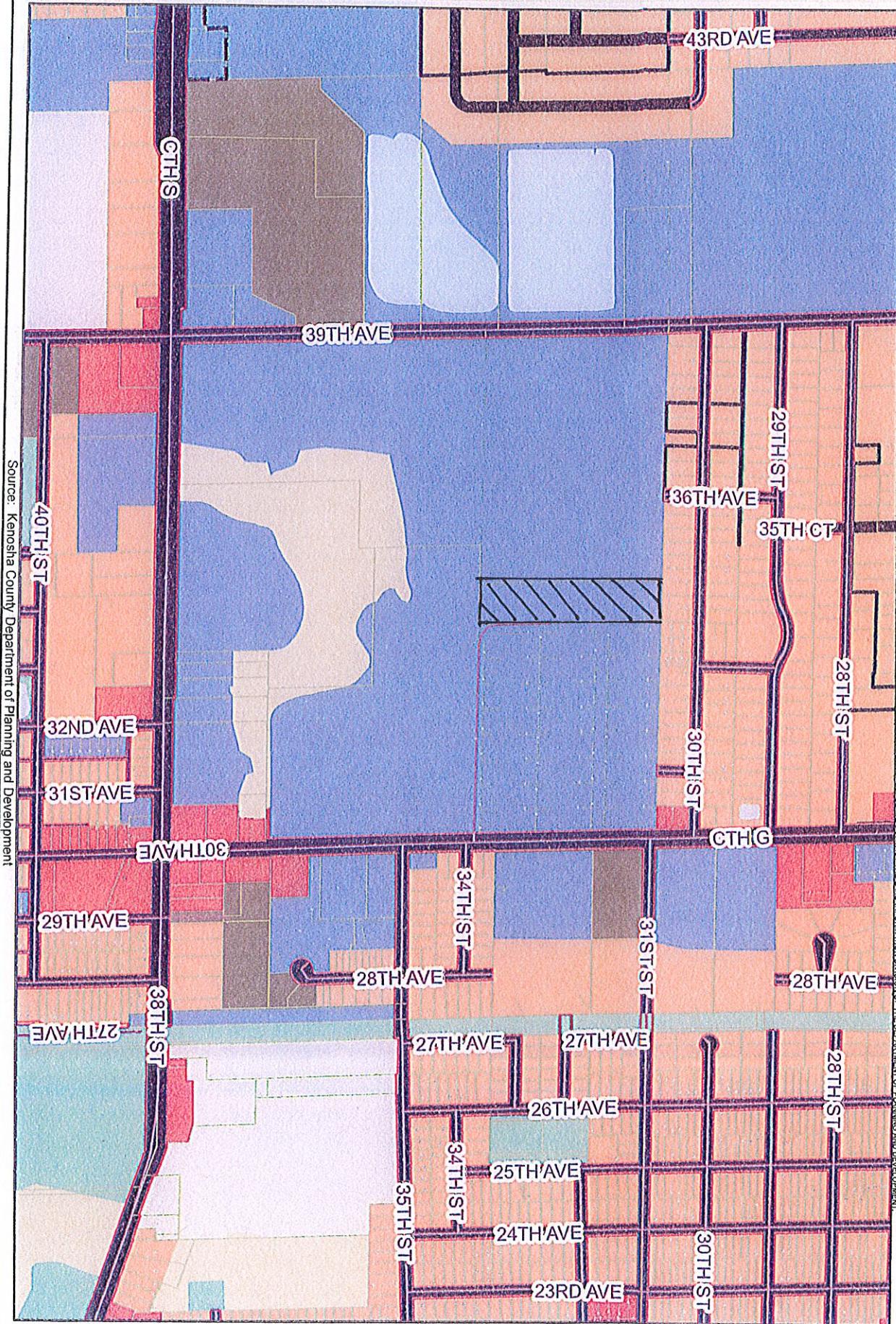
Micheal D. Bannon

MDB:ck

ADDENDUM "A"

The North 60 acres of the Northwest ¼ of Section 25, Township 2 North, Range 22 East, EXCEPTING THEREFROM all that portion platted as Jacob's Subdivision, as per plat now on file and of record in the office of the Register of Deeds in and for the County of Kenosha, in the State of Wisconsin; ALSO EXCEPTING THEREFROM parcel of land deeded to the Town of Somers by Quit Claim Deed dated August 17, 1962 and recorded in Volume 620 Records, page 123, as Document No. 443117; ALSO EXCEPTING THEREFROM parcel conveyed to the City of Kenosha by Warranty Deed dated October 29, 1964 and recorded in Volume 684 Records, page 594, as Document No. 468384. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

Kenosha County Interactive Mapping Site



THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, DATA AND INFORMATION LOCATED IN VARIOUS STATE, COUNTY AND MUNICIPAL OFFICES AND DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. KENOSHA COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED. IF DISCREPANCIES ARE FOUND, PLEASE CONTACT THE LAND INFORMATION DIVISION OF THE DEPARTMENT OF LANDS AND DEVELOPMENT.

Source: Kenosha County Department of Planning and Development

1 inch = 713.11 feet
Map Printed: 10/20/2010

RESOLUTION NO. _____

**BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON STEVE BOSTROM**

**TO DIRECT THE OFFICE OF THE CITY ATTORNEY TO TAKE
ENFORCEMENT ACTION AGAINST BROOKSTONE HOMES
TO OBTAIN COMPLIANCE WITH ITS CONTRACT WITH THE
CITY OF KENOSHA**

WHEREAS, on December 2, 2008, the City of Kenosha, the Kenosha Water Utility, and Brookstone Homes, Inc. (“Brookstone Homes”) entered into a Developer's Agreement (“Developer's Agreement”) for the development of 29.77 acres of real estate formerly owned by the City of Kenosha and transferred to Brookstone Homes pursuant to a separate transaction; and,

WHEREAS, the Developer's Agreement imposes certain obligations on Brookstone Homes including, but not limited to, an obligation to construct streets, install sidewalks, and other infrastructure; and,

WHEREAS, said Developer's Agreement requires that Brookstone Homes posts various types of security to guaranty performance of its obligations, such security including a letter of credit, \$5,000.00 cash deposit contemporaneous with the application for the mass grading erosion control permit, and bonds to assure quality of sidewalks; and,

WHEREAS, Brookstone Homes has failed to provide all of the assurances required by the Developer's Agreement.

NOW THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha does hereby direct that the Office of the City Attorney take enforcement action against Brookstone Homes, Inc. with regard to potential material breaches of that Developer's Agreement, such potential material breaches specifically including, but not limited to, the failure to post the letter of credit, to post the \$5,000 cash deposit in conjunction with the mass grading erosion control permit and such bonds as are necessary to ensure the adequacy of the sidewalks that have been installed, such enforcement action to include, but not be limited to, an action in a competent court for specific performance of the developer's obligations.

Adopted this _____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ANIMAL CONTROL SERVICES AGREEMENT

By And Between

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

And

**CLAWZ AND PAWZ,
a Wisconsin General Partnership
4800 25th Avenue
Kenosha, Wisconsin 53140**

THIS AGREEMENT, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **CLAWZ AND PAWZ**, a Wisconsin general partnership, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR submitted to **CITY** a written proposal to provide animal control services within the City of Kenosha, Wisconsin, and **CITY** accepted said proposal.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1.DEFINITIONS.

a. "**AGREEMENT**" shall mean this Agreement, Request for Proposals, Proposal, Terms and Conditions, Qualification Assessment Questionnaire, Certificate of Insurances, Notices, and such other documents as are referenced herein. Any of such documents which are not physically attached to this Agreement are on file in the office of the City Clerk/Treasurer, and are incorporated into this Agreement by reference.

b. "**ANIMAL(S)**" shall mean Domestic Animal(s) and Wild Animals(s).

c. "**CITY**" shall mean the City of Kenosha, Wisconsin.

d. "**CONTRACTOR**" shall mean **CLAWZ AND PAWZ**, a Wisconsin general partnership.

e. "**DOMESTIC ANIMAL(S)**" shall mean dogs, cats and Vietnamese Pot-Bellied Pigs (defined in Section 14.024 of the **CITY** Code of General Ordinances).

f. "**EMPLOYEE(S)**" means officer or employee of **CONTRACTOR**.

g. "**EXCLUDED WILD ANIMAL(S)**" shall mean birds, rabbits, chipmunks, squirrels and rodents unless injured or dangerous.

h. "**OVERPAYMENT**" means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.

- i. **"WILD ANIMAL(S)"** shall mean all animals, except Domestic Animals.
- j. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR** to fulfill the terms of this Agreement within the City of Kenosha, including, but not limited to, the providing of labor, services and equipment.

2. WORK TO BE PERFORMED BY CONTRACTOR.

a. **Domestic Animal Control.** **CONTRACTOR** shall provide Domestic Animal Control Services within the City of Kenosha, Wisconsin, consisting of the capture of stray Domestic Animals. **CONTRACTOR** shall transport captured Domestic Animals to the Kenosha County Humane Society, Inc. (hereinafter "Humane Society"). **CONTRACTOR** shall also report Domestic Animal abuse to the Police Department.

b. **Dead Animal Control.** **CONTRACTOR** shall remove and dispose of dead Animals (excluding horses and farm animals) on public rights-of-way and on private and public property at the request of the **CITY** Police Department or Kenosha County Health Division.

c. **Injured and Dangerous Domestic Animal Control.** Injured and dangerous Domestic Animals shall be captured and handled as required by law, including being taken to the Humane Society for rabies observation, where such action is deemed appropriate by **CONTRACTOR** or requested by the **CITY** Police Department or Kenosha County Health Division.

d. **Cooperation.** **CONTRACTOR** shall cooperate with the Kenosha County Health Division, and the **CITY** Police Department in performing the Work, and the **CONTRACTOR'S** Employees shall testify at any hearings, trials or legal proceedings, upon request.

e. **Trapping Certain Wild Animals and Cats.** **CONTRACTOR** shall trap stray cats and Wild Animals at the request of the **CITY** Police Department or Kenosha County Health Division, except Excluded Wild Animals. **CONTRACTOR** shall respond to calls from Joint Services Dispatch. **CONTRACTOR** shall check traps on a daily basis. The **CONTRACTOR** shall also pick up traps on a daily basis when a Wild Animal or cat is trapped and lawfully dispose of the trapped animal following pickup. The parties recognize that attempts to trap Wild Animals and cats are not always successful. **CONTRACTOR** shall use professional judgment and discretion to cease trapping efforts when **CONTRACTOR** deems there is little likelihood of success. **CONTRACTOR** shall possess all Wisconsin Department of Natural Resources required permits to trap and dispose of Wild Animals.

f. **Availability.** **CONTRACTOR** shall be available by phone or pager during the Work schedule.

g. **Health Matters.** **CONTRACTOR** shall cooperate with the Kenosha County Health Division in the abatement of health related nuisances within the City caused by Domestic or Wild Animals. **CONTRACTOR**, when necessary, shall take Domestic Animals to the Humane Society for purposes of impounding, examination and veterinary care in a manner required by the City Contract with the Humane Society, City Ordinances and State law. The Kenosha County Health Division has authority to request the Work, but has no authority under this Agreement to order or direct the Work of **CONTRACTOR**.

h. Work Schedule. **CONTRACTOR** shall perform the Work in accordance with the following schedule:

(1) Respond to emergency calls from Joint Services Dispatch for Animal Control under Sections 2.a., b. and c., of this Agreement as determined by the Kenosha Police Department, twenty-four (24) hours a day, seven (7) days per week. An "emergency" shall be defined as a situation involving an Animal that is or may be injured, sick, disabled or an immediate threat to the public health, safety and welfare.

(2) Respond to non-emergency calls for Animal Control under Sections 2.a., b. and c. of this Agreement, and Trapping Wild Animal and cat calls under Section 2. e. of this Agreement Monday through Friday, excluding City holidays, between the hours of 8:00 A.M. and 5:00 P.M. (Normal Work Schedule). **CONTRACTOR** may operate live Wild Animal and cat traps during such other times as **CONTRACTOR** deems appropriate.

(3) Respond to calls for Dead Animal Control under Section 2.c. of this Agreement during holidays, weekends and between the hours of 3:00 P.M. and 8:00 A.M. on those days for which the **CITY** of Kenosha Street Division is open for business.

i. Access To Animal. In performing the Work, **CONTRACTOR** shall not be required to disturb, remove, tear out, repair or restore any portion of a building, structure, porch, deck, or other manmade improvements (hereinafter "**Improvement**"), for the purpose of gaining access to, trapping or removing a live or dead Animal. **CONTRACTOR** does not assume the responsibility or liability for disturbing or altering an Improvement. If the property owner requests **CONTRACTOR** to disturb or alter an Improvement, the property owner may request **CONTRACTOR** to separately negotiate an agreement for such service outside the scope of this Agreement. If **CONTRACTOR** and property owner separately contract for such service, such service shall be deemed to be outside of the scope of this Agreement and shall not be compensated.

j. Employees. Only Employees appointed by the **CITY** Common Council as Humane Officers shall perform the duties of Humane Officers under Section 14.076 of the Code of General Ordinances and Chapter 173, Wisconsin Statutes, within the City of Kenosha. **CONTRACTOR** shall provide the **CITY**, Police Department, and the Kenosha County Health Division with a list of personnel providing services under this Agreement, including home addresses, telephone numbers, work schedules and a calling sequence. Employees must take all training required by the **CITY** Police Chief.

k. Reports. **CONTRACTOR** shall furnish full and complete monthly reports to the **CITY** Finance Director on forms furnished by the **CITY** Finance Director together with such additional information as may be requested by the **CITY** Finance Director.

l. Wisconsin Humane Officer Training Course. A minimum of one (1) person providing services under this Agreement shall have successfully completed the Wisconsin Humane Officer Training Course and shall file with the City Clerk/Treasurer and the Police Chief a copy of the Certification thereof. This Certification must be obtained, renewed and maintained as required by Chapter ATCP 15, Wisconsin Administrative Code during the term of this Agreement.

m. City Humane Officer. The Common Council of the City of Kenosha may appoint one (1) or more persons providing services under this Agreement who is/are a State certified Humane Officer under Subsection 2.i. of this Agreement as a City Humane Officer

under Section 173.03, Wisconsin Statutes. In such event, the City Humane Officer shall have the powers and duties provided under Section 173.07, Wisconsin Statutes which shall be exercised in cooperation with the **CITY** Police Chief and Assistant Police Chiefs.

3. COMPENSATION TO BE PROVIDED TO CONTRACTOR.

CONTRACTOR, for the price/cost below provided, will perform and complete, or will cause to be performed and completed, all Work defined in this Agreement in a good and workmanlike manner and will do so in accordance with and subject to the provisions of this Agreement. The Price/Cost charged to **CITY** by **CONTRACTOR** for the Work are set forth as follows:

a. For Basic Services. Three Thousand Five-Hundred Dollars (\$3,500.00) per month. Basic services shall include:

- (1) Maintain and staff office, and be responsible for all costs and expenses of business operation.
- (2) Have dedicated business phone line, computer with Internet and E-mail access.
- (3) Provide employees performing the Work out of office with cell phones.
- (4) Provide motor vehicles, equipment and supplies. A list of same, as of date of Agreement execution is attached hereto as Attachment "A" and incorporated herein by reference.
- (5) Maintain **CITY** supplied equipment.
- (6) Attend meetings requested by **CITY** officers.
- (7) Appear in Court or Administrative Hearings upon request of **CITY** officers.
- (8) Perform public information or public relations activities, as requested by **CITY** officers.
- (9) Attend to injured or dangerous Animals.
- (10) Complete **CITY**, Police, and Kenosha County Health Division Reports.
- (11) Capture or take custody of any Domestic Animal due to injury or neglect at the request of the **CITY** Police Department or Kenosha County Health Division.
- (12) Perform services as statutory Humane Officer.
- (13) Perform all other Work not itemized below involving Animal Control Services.

b. For Itemized Services the Price/Cost for each animal is specified below:

- (1) Capture, pickup and disposal of domestic dog, cat farm animal or Wild Animal (not trapped)..... **\$ 45.00**
- (2) Dead Animal Removal..... **\$ 30.00**
- (3) Capture, pickup and dispose of Vietnamese Pot-bellied Pig..... **\$ 40.00**
- (4) Deliver, set and retrieve Wild Animal or cat trap. Remove trapped animal, and dispose of trapped animal..... **\$ 40.00**

- (5) Pickup any dog or cat caught by a citizen, or injured Wild Animal and dispose of same..... **\$ 30.00**
- (6) Emergency calls after Normal Working Hours with no animal captured..... **\$ 40.00**
- (7) Animal capture under (1) & (3), Dead Animal Removal under (2), and Animal pickup under (5), on Holidays or weekends, or between 5:00 P.M. and 12:00 Midnight on Normal Work Schedule..... **\$ 50.00**
- (8) Animal capture under (1) & (3), Dead Animal Removal under (2), and Animal pickup under (5), between 12:00 Midnight & 8:00 A.M. on any day... **\$ 55.50**
- (9) No Animal captured during normal operating hours of 8:00 A.M. to 5:00 P.M..... **\$ 22.50**

4. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.

CONTRACTOR will commence and diligently prosecute the Work upon execution of the Agreement.

5. AGREEMENT TERM AND EXTENSION.

a. The initial term of this Agreement shall be January 1, 2011 through December 31, 2011. The **CITY** shall have the right to extend the initial term of this Agreement for up to two (2) additional one (1) year terms from January 1, 2012 through December 31, 2012, and from January 1, 2013 through December 31, 2013. The **CITY** shall be deemed to have exercised the option to extend the initial term of this Agreement unless **CITY** delivers to **CONTRACTOR** a written notice of non-extension stating that **CITY** has elected not to extend the initial term of this Agreement at least sixty (60) days prior to expiration of the initial term and at least sixty (60) days prior to the expiration of any extended term of this Agreement. Unless **CONTRACTOR** has received written notice of **CITY'S** election not to extend this Agreement, this Agreement shall be deemed extended for a period of one (1) year from the date of expiration of the initial term or from the date of expiration of the extended term, as the case may be, without the execution of any further instrument.

b. In the event **CITY** extends the initial term of this Agreement pursuant to Section 5.a. above, the compensation to be provided to **CONTRACTOR** pursuant to Section 3 of this Agreement shall be adjusted to reflect increases in the U.S. Department of Labor U.S. Consumer Price Index for all urban consumers, but the increase shall not exceed five (5%) percent for any given extended term of this Agreement. Any adjustment in the compensation to be provided to **CONTRACTOR** during any extended term of this Agreement shall be effective January 1 of the extended term.

c. This Agreement is subject to termination by **CITY** or reduction in the compensation to be provided **CONTRACTOR** in the event funding for animal control services is eliminated or reduced by the Common Council. In such an event, this Agreement shall terminate or the compensation to be provided to **CONTRACTOR** shall be reduced the day following action by the Common Council to eliminate or reduce funding for animal control services.

6. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligations under this Agreement, the nonbreaching party shall have the right to terminate this Agreement provided written notice of such breach is given to the breaching party specifying this Agreement will be terminated in ten (10) days, if the breaching party has not rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach within said ten (10) day period. **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **CITY** Police Chief or designee, except as necessary to cure the default, but not beyond the ten (10) day period to cure. Termination for reason of an uncured breach by **CITY** shall be through action of its Common Council taken at a duly noticed and convened meeting.

7. CITY POLICE CHIEF OR DESIGNEE'S DECISION FINAL. Should any dispute arise at any time between **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Agreement, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the timely completion of the Work, the decision of the **CITY** Police Chief or designees shall be final and conclusive, until and unless set aside by a Court of law. **CONTRACTOR** agrees that should any decision of the **CITY** Police Chief or designee be challenged in Court, the Court may only set aside such decision if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

8. METHODS, MANNER, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. **CONTRACTOR** shall have discretion to select such methods, manner, labor, equipment, materials and supplies for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work, except for equipment supplied by the **CITY** under this Agreement.

9. SUSPENSION OF WORK BY CITY AND EMERGENCY REMEDY. The **CITY** Police Chief or designee shall have authority to immediately suspend the Work where he/she believes that **CONTRACTOR** is not performing the Work in accordance with this Agreement to the detriment of the public health, safety and welfare. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **CITY** Police Chief or designee for good cause. The **CITY** shall have the right to purchase Animal Control Services from any service provider during any period of Agreement suspension, or any period **CONTRACTOR** fails to perform the Work.

10. INJUNCTIONS. Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits all Work, this Agreement shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Agreement shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

11. REQUEST FOR SERVICES. **CONTRACTOR** shall comply with reasonable requests for Animal Control Service from the **CITY** Police Department, Kenosha County Health

Division, and Joint Services Dispatch.

12. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. CITY COOPERATION AND SUPPLIED EQUIPMENT. The **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of the Work. The **CITY** will provide equipment and services identified below. However, the **CITY** has no obligation to supervise or perform any part of the Work.

a. Training. Police Department will provide employees of **CONTRACTOR** with training on the investigation of animal abuse complaints and use of reasonable force in self defense.

b. Assistance. Police Department will respond to requests from **CONTRACTOR** for assistance in dealing with dangerous Animals or disorderly citizens.

c. Unreasonable Force. If an employee of **CONTRACTOR** is alleged by any person or party to have used unreasonable force in the performance of the Work, Police Department shall investigate and take appropriate action. If employee is exonerated of wrongdoing, and employee is sued by a third party, Police Department shall offer nonfinancial assistance in the defense of the lawsuit.

d. Radios. **CITY** shall provide two (2) hand held two-way radios and two (2) chargers therefor. **CONTRACTOR** may only use a radio channel approved by the City of Kenosha Police Department. As said channels are for emergency police use and regulated by the Federal Communications Commission, **CONTRACTOR** shall strictly comply with the City of Kenosha Police Department Policies O-223 (Radio Dispatches), O-224 (Radio and Walkie-Talkies), O-319 (Telephone Conversation, Radio Transmission), The Communication Department Policy and Procedure of Joint Services effective May 5, 1993, (Radio Procedures), and all new and amended policies and procedures related thereto, and any lawful or reasonable order or request of any dispatcher or Police supervisor.

e. Traps. **CITY** will provide: five (5) cat traps; four (4) raccoon traps; and, two (2) fox traps.

f. Condition and Return. **CONTRACTOR** acknowledges receipt of all items contained herein. All items of the **CITY** used by **CONTRACTOR** shall be returned to the **CITY** in the same condition as received, normal wear and tear excepted. **CONTRACTOR** shall be responsible and liable to the **CITY** for any lost, stolen, or damaged radios and traps.

15. LAWS, RULES AND REGULATIONS. **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of the

Work. This Agreement shall be deemed made in and construed under the laws of the State of Wisconsin.

16. CONTRACTOR'S EMPLOYEES. Although **CONTRACTOR** performs the Work as an independent Contractor, the **CITY** Police Chief or designees shall have the right to request **CONTRACTOR** to remove or discipline any of **CONTRACTOR'S** Employees performing the Work when said Employee does not furnish quality workmanship or is uncooperative with, or in performance of the Work is disrespectful to any **CITY** personnel, governmental officer or Employee, or any citizen. **CONTRACTOR** will comply with any reasonable request.

17. INSPECTION AND AUDIT. The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Agreement. However, only the **CITY** Police Chief, or designee, can reject the Work. The **CITY** Finance Department may audit invoices for accuracy and verification of services invoiced, request any additional information in connection with any audit, and may perform customer satisfaction surveys.

18. PAYMENT OF EMPLOYEES AND SUPPLIERS. **CONTRACTOR** shall promptly pay, so as to avoid default, all Employees, and suppliers for all Work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Agreement.

19. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work or to itself perform such Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **CITY** Police Chief or designee (hereinafter "Remediation"). However, none of the above actions by the **CITY** shall relieve **CONTRACTOR** of its obligations under this Agreement. The **CITY** may deduct the cost of Remediation from any payment due **CONTRACTOR** hereunder.

20. OVERPAYMENTS AND SETOFFS UNRELATED TO AGREEMENT. **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Finance Director, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half (1-1/2%) percent per month on the unpaid balance, until paid in full. Should **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any Personal Property Tax, forfeiture or fee, whether or not related to the Work under this Agreement, **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

21. PAYMENT. Payment shall be made by the **CITY** on a monthly basis upon submission of invoice and any required report documentation for completed Work to the **CITY** Finance Director, within fifteen (15) days after receipt of invoice and documentation. The form of invoices and reports shall be determined by the **CITY** Finance Director. Payment will not be made for so long as any order relative to seeking compliance with this Agreement made to **CONTRACTOR** by the **CITY** Police Chief or designee is not complied with, except to the extent of payment due **CONTRACTOR** for other Work, which was properly performed and not subject to said Order. Payment will be reduced by the amount of any claim which the **CITY** may have

against **CONTRACTOR** for improper, defective, or rejected Work, by the amount of setoffs authorized by this Agreement, or for any other primary liability of **CONTRACTOR** which the **CITY** could be secondarily liable for, which secondary liability was not assumed by the **CITY** under this Agreement. The **CITY** Finance Director may withhold payment until all Employees, and suppliers of **CONTRACTOR** have been fully paid for all work, labor, services, supplies or materials provided thereby.

22. INDEPENDENT CONTRACTORS, FEDERAL AND STATE INCOME TAX WITHHOLDING, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent Contractor and that its Employees and agents are not the Employees of the **CITY** for purposes of Federal and State Income Tax withholding, Workers and Unemployment Compensation Insurance or any other purpose. **CONTRACTOR** acknowledges that the **CITY** does not control the manner or method of the Work performed and that **CONTRACTOR** may perform similar Work for other parties under separate contracts, personal to those third parties. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation claims with respect to its Employees.

23. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Agreement, enter into a joint enterprise or sublet any Work without the express written approval of the **CITY** Police Chief or designee and the **CITY** is not liable for any costs and expenses arising therefrom. An unlawful assignment, joint enterprise or subletting shall render this Agreement voidable by the **CITY** Common Council as of the date thereof, and the **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision. However, nothing contained herein shall prevent **CONTRACTOR** from assigning this Agreement to a Wisconsin business corporation which **CONTRACTOR** may form during the term of this Agreement, so long as **CONTRACTOR** possesses a majority shareholder interest in said corporation, and immediately notifies the **CITY**.

24. INDEMNITY AND HOLD HARMLESS AGREEMENT.

a. BY CONTRACTOR. **CONTRACTOR** agrees that it will, at all times relevant to this Agreement, defend, indemnify and hold harmless the **CITY** and **CITY'S** officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action or inaction by **CONTRACTOR** or its officers, agents, employees or representatives or as a result of the willful or negligent act or omission of **CONTRACTOR** and its suppliers, assigns, employees, officers, agents or representatives, or resulting from **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

b. BY CITY. The **CITY** agrees that it will, at all times relevant to this Agreement, defend, indemnify and hold harmless **CONTRACTOR** and **CONTRACTOR'S** officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of following the orders and directives of any **CITY** Police Officer, should any person or party, as a result thereof, suffer or sustain

personal injury, death or property loss or damage, or a violation of any other right protected by law.

25. INSURANCE. The **CONTRACTOR**, during the term of this Agreement, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

A. Commercial General Liability

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

2. Property Damage
\$1,000,000.00 Each Occurrence
\$1,000,000.00 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
\$1,000,000.00 Each Occurrence

OR

3. Combined Single Limit
\$2,000,000.00 Each Accident

C. 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

D. Umbrella Liability

\$2,000,000.00 over the primary insurance coverages listed above.

E. Certificate of Insurance

The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the **CITY** as Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.

F. Additional Insured

The **CITY** shall be named as an additional insured with respect to the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages listed above.

26. SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

27. NONDISCRIMINATION. In the performance of Work under this Agreement, **CONTRACTOR** agrees not to discriminate against any Employee, applicant for employment, or recipient of service contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

28. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to be solely for the benefit of the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, Employees.

29. FULL AGREEMENT - MODIFICATION. This Agreement shall be the full and complete agreement and understanding of the parties and shall supersede all prior agreements and oral or written statements or documents, inconsistent herewith. This Agreement may be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that the **CITY** Common Council must approve any amendment of this Agreement.

30. NOTICES. Notices required by or relevant to this Agreement shall be by certified mail with return receipt requested or by person service addressed to **CONTRACTOR** or **CITY** as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to CONTRACTOR :	Clawz and Pawz Robert W. Melby, Jr. Melissa R. Melby 4800 25 th Avenue Kenosha, Wisconsin 53140
If to CITY :	City Clerk/ Treasurer, Municipal Building, Room 105 625 52 nd Street Kenosha, Wisconsin 53140
with copies to:	Office of the City Attorney Municipal Building, Room 201 625 52 nd Street Kenosha, Wisconsin 53140

CONTRACTOR:
CLAWZ AND PAWZ,
a Wisconsin general partnership

BY: _____
ROBERT W. MELBY, JR. General Partner

Date: _____

BY: _____
MELISSA R. MELBY, General Partner

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010,
ROBERT W. MELBY, JR., and **MELISSA R. MELBY**, to me known to be the general partners
of **CLAWZ and PAWZ**, a Wisconsin general partnership, and acknowledged to me that they
executed the foregoing instrument as such.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 23

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 12/01/10 through 12/15/10 and have approved the disbursements as follows:

1. Checks numbered from 100808 through 101228 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	3,653,824.13
SUBTOTAL	3,653,824.13

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,307,684.35

TOTAL DISBURSEMENTS APPROVED **4,961,508.48**

David Bogdala

Katherine Marks

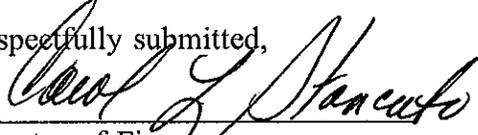
Tod Ohnstad

Daniel Prozanski Jr.

Eric Haugaard

Theodore Ruffalo

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,


Director of Finance

(disbursementsblank.share.fin)

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #23

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 12/27/10

Prepared By:

MCS
elk

Reviewed By:

START DATE FOR SUMMARY: 12/01 END DATE FOR SUMMARY: 12/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100808	12/01	BINDELLI BROTHERS, INC	110-09-56501-259-569	11/10 2020 54 ST BOA	266.12
			110-09-56501-259-569	11/10 2308 63 ST BOA	185.90
			110-09-56501-259-569	11/10 9002 SHER RD B	176.00
				..... CHECK TOTAL	628.02
100809	12/01	RNOW, INC.	630-09-50101-393-000	11/10-SE PARTS/MATER	925.29
			630-09-50101-393-000	11/10-SE PARTS/MATER	880.00
			630-09-50101-393-000	11/10-SE PARTS/MATER	805.85
				..... CHECK TOTAL	2,611.14
100810	12/01	GENERAL COMMUNICATIONS, INC.	501-09-50105-369-000	KENWOOD RADIO	369.50
			110-02-52103-344-000	11/10-PD MISC. ITEMS	246.00
				..... CHECK TOTAL	615.50
100811	12/01	HWY C SERVICE	110-05-55109-241-000	11/10-PA SERVICE/PAR	77.34
			110-05-55109-344-000	11/10-PA SERVICE/PAR	6.49
				..... CHECK TOTAL	83.83
100812	12/01	ICMA RETIREMENT TRUST	110-00-21572-000-000	11/16-30/10 CONTRIB	50,530.67
100813	12/01	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	11/10 #10-163035 LAB	49.60
			110-02-52101-219-000	11/10 #10-191404 LAB	49.60
				..... CHECK TOTAL	99.20
100814	12/01	GUARANTEED SEWER	110-05-55109-249-000	RESTROOMS WASH PARK	290.00
100815	12/01	KENOSHA WATER UTILITY	205-03-53119-224-000	4071 88 AV-HYDRANT	55.83
100816	12/01	WETTENGEL CAMPAGNA	110-03-53116-311-000	10/10 WA REPAIRS/SUP	158.00
100817	12/01	BATTERIES PLUS LLC	206-02-52205-385-000	11/10 PD BATTERIES &	250.08
100818	12/01	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	11/10-MED DIR SVC	5,000.00
100819	12/01	FEDEX	110-01-51306-312-000	11/04/10 CITY DEVL P	22.68
100820	12/01	OFFICEMAX	110-01-51101-311-000	11/10 FN #1653 OFFC	155.01
			110-01-51303-311-000	11/10 HR #1654 OFFC	98.67
			110-02-52103-311-000	11/10 PD #1656 OFFC	81.26
			110-01-51701-311-000	11/01 CD #1652 OFFC	66.99
			110-01-51101-311-000	11/10 FN #1658 OFFC	57.42
			110-01-51701-311-000	11/10 CD #1652 RETRN	5.76CR
				..... CHECK TOTAL	453.59

START DATE FOR SUMMARY: 12/01 END DATE FOR SUMMARY: 12/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100821	12/01	WI IAAI	110-02-52204-323-000	4 MEMBER RENEWALS	100.00
100822	12/01	SWARTZ NURSERY & GARDEN SHOP	407-11-51001-353-000	TREES INSTALLED	10,114.00
100823	12/01	PAT'S SERVICES, INC.	205-03-53119-282-000	10/9-11/5/10-ST PORT	65.80
100824	12/01	LINCOLN CONTRACTORS SUPPLY	110-03-53107-361-000	11/10-ST TOOLS/SUPPL	299.00
			110-03-53103-385-000	11/10-ST TOOLS/SUPPL	259.98
			110-03-53103-361-000	11/10-ST TOOLS/SUPPL	244.90
			630-09-50101-393-000	11/10-SE#2990 TOOLS	15.54
			630-09-50101-393-000	11/10-SE#2990 TOOLS/	11.14
				..... CHECK TOTAL	830.56
100825	12/01	HOLLAND SUPPLY, INC.	110-03-53103-344-000	11/10-ST HYDRAULIC F	69.55
			630-09-50101-393-000	10/10-CE HYDRAULIC F	39.97
			521-09-50101-344-000	11/10-AR HYDRAULIC F	23.42
				..... CHECK TOTAL	132.94
100826	12/01	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	10/10 PET FOOD & SUP	104.33
100827	12/01	STANCATO, CAROL L.	110-00-21531-000-000	2 WW DEDUCTS	78.00
100828	12/01	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	11/10 SW MERCHANDISE	327.50
			501-09-50105-355-000	11/10 SW MERCHANDISE	272.50
			501-09-50105-355-000	11/10 SW MERCHANDISE	97.74
				..... CHECK TOTAL	697.74
100829	12/01	PITNEY BOWES	110-01-51306-282-000	11/10 MACHINE LEASE/	364.00
100830	12/01	MG TRUST COMPANY	761-09-50101-151-000	11/10 PIRO/RIMKUS	278.71
			761-00-21599-000-000	11/10 PIRO/RIMKUS	278.71
				..... CHECK TOTAL	557.42
100831	12/01	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	11/10 COUPON REDMPTN	1,642.00
			501-09-50102-219-000	11/10 RETAIL INCNTV	65.68
			501-09-50102-219-000	11/10 PER CHECK FEE	3.50
			501-09-50102-219-000	11/10 POSTAGE FEE	3.08
			501-09-50102-219-000	11/10 POSTAGE	.86
				..... CHECK TOTAL	1,715.12

START DATE FOR SUMMARY: 12/01 END DATE FOR SUMMARY: 12/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100832	12/01	NORTH AMERICAN RESCUE	206-02-52205-318-000	TOURNIQUET	530.40
100833	12/01	LAKESIDE INTERNATIONAL TRUCK	206-02-52205-344-000	10/10 FD PARTS & MAT	762.78
100834	12/01	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	PURGE SERVICE	17.50
100835	12/01	PAUL CONWAY SHIELDS	110-02-52206-367-000	11/10-FD TURNOUT GEA	319.00
100836	12/01	AT&T	110-01-51801-225-000	10/10 AT&T ONE NET	225.82
			110-00-14401-000-000	10/10 AT&T ONE NET	32.74
			520-09-50301-225-000	10/10 AT&T ONE NET	16.98
			110-00-15202-000-000	10/10 AT&T ONE NET	5.37
				..... CHECK TOTAL	280.91
100837	12/01	PLAYPOWER LT, INC	110-05-55109-386-000	BUBBLE PANEL	376.00
100838	12/01	US CELLULAR	631-09-50101-226-000	11/10 EN-CELL AIRTM	80.60
			110-05-55109-226-000	11/10 PA-CELL AIRTM	80.08
			110-05-55101-226-000	11/10 PA-CELL AIRTM	12.00
			631-09-50101-226-000	11/10 EN-CELL SERVC	7.40
			110-05-55109-226-000	11/10 PA-CELL SERVC	7.40
			110-05-55111-226-000	11/10 PA-CELL SERVC	3.70
			110-05-55102-226-000	11/10 PA-CELL SERVC	3.70
			110-05-55101-226-000	11/10 PA-CELL SERVC	3.70
			110-05-55111-226-000	11/10 PA-CELL AIRTM	3.42
			110-05-55102-226-000	11/10 PA-CELL AIRTM	1.14
				..... CHECK TOTAL	203.14
100839	12/01	WASTE MANAGEMENT OF WI	110-03-53117-253-416	11/10 1191.7 TONS	23,613.32
			110-03-53117-253-416	11/10 WDNR TONG FEE	15,492.10
			501-09-50105-253-000	11/10 240.87 TONS	4,771.63
			501-09-50105-253-000	11/10 WDNR TONG FEE	3,131.31
			110-03-53117-253-417	11/10 17 PULLS	2,626.50
			110-03-53117-253-417	11/10 106.80 TONS	2,150.36
			110-03-53117-253-417	11/10 WDNR TONG FEE	1,388.40
			110-03-53117-253-416	11/10 FUEL SURCHARGE	1,123.12
			501-09-50104-253-000	11/10 26.70 TONS	543.98
			501-09-50104-253-000	11/10 WDNR TONG FEE	347.10
			110-03-53117-253-416	11/10 ENVIRO SURCHG	236.00
			501-09-50105-253-000	11/10 FUEL SURCHARGE	231.41
			110-03-53117-253-417	11/10 FUEL SURCHARGE	228.33
			501-09-50105-253-000	11/10 ENVIRO SURCHG	80.00
			110-03-53117-253-417	11/10 ENVIRO SURCHG	68.00
			501-09-50104-253-000	11/10 FUEL SURCHARGE	26.38
			501-09-50104-253-000	11/10 ENVIRO SURCHG	12.00
				..... CHECK TOTAL	56,069.94

START DATE FOR SUMMARY: 12/01 END DATE FOR SUMMARY: 12/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100840	12/01	GETUM, INC.	501-09-50105-344-000	MANHOLE MOVERS	900.00
100841	12/01	CHINAAMERICA EDUCATION, INC	611-09-50101-155-504	2 WEEK EXT TAIQIQUAN	100.00
100842	12/01	GLOBAL RISK INNOVATIONS	110-02-52206-264-000	BLUE CARD REG FEE	295.00
100843	12/01	GENUINE HVAC, LLC	110-03-53116-241-000	WASTE BOILER/HEATERS	1,004.00
100844	12/01	MORELLI'S SOUTHPORT PANTRY	110-01-51301-263-000	UNITED WAY LUNCH	221.97
100845	12/01	VERIZON WIRELESS	110-01-51102-226-000	8/27-10/26/10 SERVC	2,853.76
			110-01-51102-226-000	PHONE/CHARGER/FEES	1,613.82
			110-01-51102-226-000	PHONE & CHARGER	72.49
			110-01-51102-226-000	PHONE & CHARGER	72.49
			110-01-51102-226-000	PHONE & CHARGER	72.49
				..... CHECK TOTAL	4,685.05
100846	12/01	BUCK, WAYDE	521-09-50101-344-000	PETTY CASH 6-7/10	48.10
			521-09-50101-263-000	PETTY CASH 6-7/10	15.98
				..... CHECK TOTAL	64.08
100847	12/01	ZEP MANUFACTURING CO.	630-09-50101-393-000	WARRANTY #2892	100.00
100848	12/01	MILWAUKEE 2-WAY INC.	422-11-50901-579-000	40% INSTALL RADIO SY	81,920.00
100849	12/01	LAKESIDE CLEANERS	110-02-52203-259-000	10/10 LAUNDRY SERVC	1,296.35
100850	12/01	HNTB - GREAT LAKES	501-09-50102-219-000	8/21-10/22 ORDER 6	224.28
100851	12/01	O'CONNOR, DUMEZ,	110-09-56402-219-000	TATROE MED RECORDS	254.51
100852	12/01	MENARDS (KENOSHA)	110-03-53103-344-000	11/10 ST MERCHANDISE	298.92
			110-02-52206-344-000	11/10 FD #4 MERCHAND	190.52
			110-05-55103-353-000	11/10 PA MERCHANDISE	65.09
			521-09-50101-375-000	10/10 AR MERCHANDISE	31.88
			521-09-50101-385-000	11/10 AR MERCHANDISE	21.00
			521-09-50101-382-000	10/10 AR MERCHANDISE	16.21
			110-05-55109-246-000	11/10 PA MERCHANDISE	14.88
			632-09-50101-382-000	11/10 SE MERCHANDISE	13.94
			521-09-50101-382-000	11/10 AR MERCHANDISE	7.88
				..... CHECK TOTAL	660.32

START DATE FOR SUMMARY: 12/01 END DATE FOR SUMMARY: 12/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100853	12/01	DELL COMPUTERS	501-09-50101-363-000	DELL SERVER	3,000.00
			631-09-50101-363-000	DELL SERVER	1,099.00
			631-09-50101-363-000	DELL SERVER	401.00
				..... CHECK TOTAL	4,500.00
100854	12/01	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	11/10-RENTAL OF EQUI	2,785.00
100855	12/01	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	11/10 SE #65 RADIATO	240.00
100856	12/01	KENOSHA COUNTY JOB CTR	110-02-52102-219-000	BAL DUE-CHEMIST CHG	360.00
100857	12/01	GRAINGER	110-05-55109-361-000	10/10-PA PARTS/MATER	372.83
			110-05-55109-344-000	10/10-PA PARTS/MATER	42.84
				..... CHECK TOTAL	415.67
100858	12/01	TIME WARNER CABLE	110-01-51102-233-000	11/17-12/16 DP CITY	239.95
100859	12/01	IAFF/NATIONWIDE	110-00-21574-000-000	11/16-30/10 CONTRIB	20,173.99
100860	12/01	SOUTHPORT MARINA	110-05-55109-224-000	2-4/10 ELECTRIC	4,258.66
100861	12/01	KUPFER, ROBERT C	110-01-52001-219-000	10/28/11/03 JUDGE	300.00
100862	12/01	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	11/16-30/10 CONTRIB	11,488.75
100863	12/01	AURORA MEDICAL GROUP	110-02-52103-219-000	10/10 SCREENS	435.00
			110-01-51303-216-000	10/10 SCREENS	65.00
				..... CHECK TOTAL	500.00
100864	12/01	MASON, SANDRA K	110-00-46394-000-000	APPLIANCE STICKER	15.00
100865	12/01	MARTIN, MOLISSIA S	110-00-21905-000-000	BEACHHOUSE 11/20-21	300.00
100866	12/01	NASECA OF WISCONSIN	501-09-50103-264-000	C PAGELS 12/01-02	195.00
100867	12/01	KENOSHA RUNNING CLUB	110-00-21905-000-000	ORIBILETTI/BEACH HSE	100.00
100868	12/01	CASTANON, BRISEIDA	110-00-21905-000-000	BEACH HOUSE-11/13/10	300.00
100869	12/01	TYSON, LYNELL	110-00-47122-000-000	ORIBILETTI-12/19/10	25.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100870	12/01	WALGREEN COMPANY	110-00-21109-000-000	CLASS A BEER LICENSE	335.00
100871	12/01	ESCOBEDO, DAVID	110-00-21905-000-000	ORIBILETTI-11/25/10	100.00
100872	12/01	RUBEN, CASTANUELA	110-00-45103-000-000	FINE PMT #1148710	100.00
			110-00-45104-000-000	FINE PMT #1148710	28.00
			110-00-21901-000-000	FINE PMT #1148710	26.00
			110-00-21911-000-000	FINE PMT #1148710	13.00
			110-00-21910-000-000	FINE PMT #1148710	10.00
				..... CHECK TOTAL	177.00
100873	12/01	LABANOWSKY, CHARLES J	110-00-45103-000-000	FINE PMT #1089293	40.00
			110-00-21901-000-000	FINE PMT #1089293	11.70
				..... CHECK TOTAL	51.70
100874	12/01	TORRES, SANDY	110-00-21905-000-000	ORIBILETTI-11/21/10	100.00
100875	12/01	BARTHOLOMEW, RONALD G.	110-02-52101-367-000	2010 CLOTHING ALLOW	216.67
			110-02-52107-367-000	2010 CLOTHING ALLOW	183.33
				..... CHECK TOTAL	400.00
100876	12/01	DITZENBERGER, JEAN	110-01-51301-263-000	COUNCIL GROUP-EXP	37.00
100877	12/01	HAGEN, MATTHEW S.	110-02-52102-367-000	2010 CLOTHING ALLOW	29.96
100878	12/01	GENTHNER, THOMAS W	110-02-52101-367-000	2010 CLOTHING ALLOW	379.95
100879	12/01	MILLSAPS, NINA M.	110-01-51301-263-000	UNITED WAY LUNCH EXP	49.74
100880	12/01	HANEY, PENNEY	222-09-50101-261-000	7/21-11/15 69.8 MILE	34.90
100881	12/01	BECKMAN, RUSSELL	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
100882	12/01	MACCARI, EDO J.	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
100883	12/01	ALFREDSON, DAVID G.	110-02-52109-367-000	2010 CLOTHING ALLOW	400.00
100884	12/01	KENDALL, JAMES K.	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
100885	12/01	LINDQUIST, LEWIS T.	110-02-52107-367-000	2010 CLOTHING ALLOW	360.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100886	12/01	WRIGHT, TRACY	110-01-52001-263-000	11/02-05 MADISON	233.07
			110-01-52001-261-000	11/02-05 MADISON	117.00
				..... CHECK TOTAL	350.07
100887	12/01	DESCHLER, STEVEN H.	110-02-52109-367-000	2010 CLOTHING ALLOW	400.00
100888	12/01	MISKINIS, DANIEL G.	110-02-52102-365-000	SUICIDE PREVENT CD	5.00
100889	12/01	NOSALIK, JOSEPH	110-02-52109-367-000	2010 CLOTHING ALLOW	375.84
100890	12/01	BUCHANAN, CHAD	110-02-52102-367-000	2010 CLOTHING ALLOW	130.67
100891	12/01	STRELOW, MATTHEW E.	110-02-52109-367-000	2010 CLOTHING ALLOW	400.00
100892	12/01	ZELLER, JOSHUA	110-02-52109-367-000	2010 CLOTHING ALLOW	216.66
100893	12/01	ALBRECHT, TREVOR	110-02-52109-367-000	2010 CLOTHING ALLOW	216.66
100894	12/01	PIORKOWSKI, RON	520-09-50301-261-000	11/3/10 APPLETON	137.69
			520-09-50301-261-000	10/26/10 APPLETON	137.69
			520-09-50301-261-000	10/21/10 SHEBOYGAN	93.32
				..... CHECK TOTAL	368.70
100895	12/01	RICHTER, BRENT	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
100896	12/01	BRIETCHAFT, PHILLIP	110-09-56405-166-000	PPD INSTALLMENT	277.40
100897	12/01	ZASTROW, DEBRA	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
100898	12/01	VIOLA, LEO	110-02-52109-367-000	2010 CLOTHING ALLOW	100.00
100899	12/01	SCHOPPE, JAMES	110-01-51303-144-000	FALL 2010 TUITION	432.00
100900	12/01	SCHAAL, TIMOTHY	110-02-52109-367-000	2010 CLOTHING ALLOW	400.00
100901	12/01	CEPRESS, TIMOTHY J	110-01-51303-144-000	FALL 2010 TUITION	608.00
100902	12/01	MCKINNEY, JODI	501-09-50101-219-000	NOTARY PUBLIC EXPNS	40.00
100903	12/03	BLONER, JOHN JR	222-09-50101-259-000	POERIO FOLK FESTIVAL	392.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100904	12/03	RNOW, INC.	630-09-50101-393-000	11/10 PARTS/MATERIAL	1,010.77
			630-09-50101-393-000	11/10 PARTS/MATERIAL	42.28
				..... CHECK TOTAL	1,053.05
100905	12/03	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	11/10-ST ELECTRICAL	133.13
			632-09-50101-246-000	11/10-SE ELECTRICAL	110.00
			110-03-53109-361-000	10/10-PW ELECTRICAL	39.00
			110-03-53109-375-000	11/10-ST ELECTRICAL	16.97
		..... CHECK TOTAL	299.10		
100906	12/03	CARDINAL HEALTH	206-02-52205-318-000	11/10 MEDICAL SUPPLI	609.12
			206-02-52205-318-000	11/10 MEDICAL SUPPLI	460.93
			206-02-52205-318-000	11/10 MEDICAL SUPPLI	314.30
			206-02-52205-318-000	11/10 MEDICAL SUPPLI	210.76
			206-02-52205-318-000	11/10 MEDICAL SUPPLI	129.00
		..... CHECK TOTAL	1,724.11		
100907	12/03	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	10/10-PW CONCRETE/MA	4,190.38
			289-06-50407-259-000	10/10-PW MATERIALS	338.75
				..... CHECK TOTAL	4,529.13
100908	12/03	KENOSHA CITY/COUNTY	110-02-52111-251-000	12/10 JOINT SERVICES	258,078.50
			110-02-52202-251-000	12/10 JOINT SERVICES	64,519.63
				..... CHECK TOTAL	322,598.13
100909	12/03	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/3/10 CITY HRLY	15,638.50
			110-00-21562-000-000	12/3/10 WATER HRLY	4,229.85
			110-00-21562-000-000	12/3/10 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,073.35
100910	12/03	LABOR PAPER, THE	110-01-50101-321-000	9/10 CC MINUTES	1,344.00
			110-01-50101-321-000	10/10 1ST/2ND ORDS	33.34
			110-01-50101-321-000	11/10 ZONE SECT 12	30.12
				..... CHECK TOTAL	1,407.46
100911	12/03	KENOSHA NEWS	222-09-50101-259-000	8/10 PEORIA POND AD	305.00
			110-01-50101-321-000	10/10 LE-PLANTE REVC	87.41
			110-00-21104-000-000	11/10 S SHAH LICENSE	40.83
			110-01-50101-321-000	10/10 ABSENTEE CNVS	22.24
	 CHECK TOTAL	455.48		

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100912	12/03	BADGER TRUCK CENTER	630-09-50101-393-000	10/10 SE PARTS & MAT	43.36
100913	12/03	RODE'S CAMERA	110-02-52103-365-000	ZOOM CAMERA	1,099.50
100914	12/03	WE ENERGIES	633-09-50101-221-000	#45 10/26-11/23	2,827.91
			110-03-53109-221-000	#45 10/20-11/18	2,289.67
			110-03-53109-221-000	#45 10/21-11/21	1,990.45
			520-09-50401-221-000	#45 10/26-11/23	1,855.72
			110-03-53109-221-000	#45 10/24-11/22	1,829.41
			110-03-53103-222-000	#45 10/25-11/23	1,741.30
			110-03-53103-221-000	#45 10/26-11/23	1,731.09
			110-03-53103-222-000	#45 10/26-11/23	1,467.95
			633-09-50101-222-000	#45 10/25-11/23	1,403.81
			110-02-52203-221-000	#45 10/25-11/22	1,119.48
			632-09-50101-221-000	#45 10/26-11/23	1,041.03
			110-05-55109-222-000	#45 10/25-11/23	866.75
			110-02-52203-222-000	#45 10/24-11/22	827.44
			110-03-53109-221-000	#45 10/26-11/23	801.93
			632-09-50101-222-000	#45 10/25-11/23	764.12
			110-05-55109-221-000	#45 10/26-11/23	700.77
			110-03-53109-221-000	#45 10/21-11/18	661.36
			110-03-53109-221-000	#45 10/26-11/24	630.38
			110-03-53109-221-000	#45 10/22-11/22	524.51
			110-02-52203-221-000	#45 10/25-11/23	434.87
			110-03-53109-221-000	#45 10/25-11/23	412.45
			110-03-53103-221-000	#45 10/24-11/22	347.68
			110-03-53109-221-000	#45 10/22-11/19	339.41
			110-05-55106-222-000	#45 10/21-11/19	299.23
			110-02-52203-222-000	#45 10/25-11/23	257.14
			110-05-55111-221-000	#45 10/26-11/24	227.10
			110-03-53109-221-000	#45 10/25-11/22	189.40
			110-05-55109-221-000	#45 10/21-11/21	164.76
			520-09-50401-222-000	#45 10/24-11/22	116.00
			519-09-50103-221-000	#45 10/24-11/22	60.08
			110-05-55109-221-000	#45 10/26-11/24	30.61
			110-05-55109-221-000	#45 10/20-11/18	25.62
			110-03-53103-221-000	#45 10/26-11/24	17.57
			110-05-55109-222-000	#45 10/24-11/22	11.56
			110-05-55109-221-000	#45 10/24-11/22	9.08
			 CHECK TOTAL	28,017.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100915	12/03	LEITCH PRINTING CORPORATION	110-01-52001-311-000	11/10 MC CARDS	1,081.55
			110-01-52001-311-000	11/10 MC PLEA AGR	223.74
				..... CHECK TOTAL	1,305.29
100916	12/03	BABCOCK AUTO SPRINGS CO	630-09-50101-393-000	PARTS FOR STOCK	3,836.14
100917	12/03	DON'S AUTO PARTS	630-09-50101-393-000	11/10 SE #2922 PARTS	14.99
100918	12/03	INLAND DETROIT DIESEL	630-09-50101-393-000	11/10-SE PARTS/MATER	540.74
100919	12/03	KENOSHA HUMAN DEVELOPMENT	259-06-50401-259-000	#5197510 SUBGR AGMT	49,500.00
100920	12/03	BATTERIES PLUS LLC	521-09-50101-385-000	11/10 AR BATTERIES &	39.98
100921	12/03	CHASE BANK KENOSHA	110-00-21513-000-000	12/03/10 HRLY DEDCT	21,599.45
			110-00-21612-000-000	12/03/10 HRLY DEDCT	11,978.65
			110-00-21511-000-000	12/03/10 HRLY DEDCT	11,978.65
			110-00-21514-000-000	12/03/10 HRLY DEDCT	2,862.03
			110-00-21614-000-000	12/03/10 HRLY DEDCT	2,862.02
				..... CHECK TOTAL	51,280.80
100922	12/03	AT&T	110-02-52203-225-000	11/22-12/21 REPEATER	199.72
			110-02-52203-225-000	11/19-12/18 652-5506	107.13
			501-09-50105-225-000	11/19-12/18 652-2605	76.76
			110-03-53103-225-000	11/19-12/18 652-2605	76.76
			521-09-50101-225-000	11/19-12/18 652-1332	64.86
			520-09-50301-225-000	11/19-12/18 652-6932	64.86
			520-09-50301-225-000	11/19-12/18 652-5104	32.43
			110-01-51801-225-000	11/19-12/18 652-4112	32.43
				..... CHECK TOTAL	654.95
100923	12/03	COMMERCIAL LIGHTING SALES	110-03-53109-374-000	STEEL LIGHT POLE	12,522.00
100924	12/03	PAT'S SERVICES, INC.	524-05-50101-282-000	10/14-11/08 PORTABLE	91.00
			110-05-55108-282-000	10/20-11/08 HARBOR P	70.00
			110-05-55108-282-000	10/20-11/08 SO PIER	70.00
	..... CHECK TOTAL	231.00			
100925	12/03	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	12/03/10 D FAFFORD	30.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100926	12/03	BANE-NELSON, INC.	409-00-13109-000-000	9/10 MONTHLY STORAGE	150.00
			409-00-13109-000-000	8/10 MONTHLY STORAGE	150.00
				..... CHECK TOTAL	300.00
100927	12/03	JOHNSON PAINTING	254-06-50445-259-000	#5193800 REHAB	4,910.00
100928	12/03	NEENAH FOUNDRY CO. (K0363)	501-09-50105-389-000	MANHOLE SET	1,269.61
			501-09-50105-389-000	SOLID MANHOLE COVERS	326.00
				..... CHECK TOTAL	1,595.61
100929	12/03	BOYS & GIRLS CLUB OF KENOSHA	289-06-50608-259-000	#5197516 SUBGR AGMT	4,977.78
100930	12/03	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	12/03/10 B GARRETT	102.23
100931	12/03	STRAND ASSOCIATES, INC.	403-11-51009-589-000	AMENDMENT #2	23,341.30
			501-09-50103-219-000	10/10 FOREST PARK SA	1,381.64
			110-03-53117-219-000	10/10 GRNDWATER SAMP	544.84
				..... CHECK TOTAL	25,267.78
100932	12/03	EMERGENCY RESPONSE PRODUCTS	110-02-52108-367-000	LIGHTED SIGN	270.73
			110-02-52108-367-000	6 FT EXTENSION POLE	77.50
				..... CHECK TOTAL	348.23
100933	12/03	FLORIDA MICRO	110-01-51102-539-000	NAS DRIVES	4,472.00
100934	12/03	POTTER'S CENTER	289-06-50610-259-000	#5197491 SUBGR AGMT	306.00
100935	12/03	CICCHINI ASPHALT LLC	401-11-51001-585-000	EST 5-RESURF PHS II	9,433.12
			401-11-51001-585-000	FINAL-RESRUF PHS I	9,015.86
				..... CHECK TOTAL	18,448.98
100936	12/03	WIS DEPT OF TRANSPORTATION	521-09-50101-219-000	WEATHER BRIEFING	541.20
100937	12/03	5 ALARM FIRE & SAFETY EQUIP.	110-02-52206-366-000	UNIFIRE SMOKE FOG	413.70
			110-02-52206-366-000	UNIFIRE SMOKE FOG	143.20
				..... CHECK TOTAL	556.90
100938	12/03	HOERNEL LOCK & KEY, INC.	110-02-52108-367-000	FLASHING LIGHT KEYS	100.00
100939	12/03	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	11/10-TIRE RECYCLING	1,737.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100940	12/03	LEE PLUMBING, INC.	110-03-53103-235-000	11/10-ST HVAC, PLUMB	266.24
100941	12/03	UNISOURCE	110-01-51101-311-000	11/10-FN PAPER PRODU	503.96
100942	12/03	HUMANA CLAIMS	611-09-50101-155-527	12/01/10 MED CLAIMS	97,286.18
			611-09-50101-155-527	12/02/10 PHARMACY	12,627.51
			611-09-50101-155-527	12/01/10 PHARMACY	2,223.88
			611-09-50101-155-527	12/02/10 MED CLAIMS	2,161.02
				..... CHECK TOTAL	114,298.59
100943	12/03	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	11/10 JANITORIAL SER	3,330.00
			110-01-51801-243-000	11/10 JANITORIAL SER	125.00
				..... CHECK TOTAL	3,455.00
100944	12/03	US CELLULAR	110-02-52601-226-000	11/10 DH-CELL AIRTM	136.27
			110-02-52601-226-000	11/10 DH-CELL SERVC	37.00
			501-09-50103-226-000	11/10 SW-CELL AIRTM	10.68
			501-09-50103-226-000	11/10 SW-CELL SERVC	3.70
				..... CHECK TOTAL	187.65
100945	12/03	EMERGING COMMUNITIES CORP	492-11-50101-589-000	11/10 DEC 2010 SVC	1,000.00
100946	12/03	KING'S HOME REPAIR, INC	253-06-50447-259-000	#5193503 REHAB	3,550.00
100947	12/03	INTERCLEAN EQUIPMENT INC	420-11-50810-584-000	EST 1-TRUCK WASH SYS	100,333.00
			403-11-50904-589-000	EST 1-TRUCK WASH SYS	92,677.03
				..... CHECK TOTAL	193,010.03
100948	12/03	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/03/10 L SAYLOR	21.74
100949	12/03	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	12/3/10 CHRISTERSON	129.81
100950	12/03	QUALITY PLAYING CARDS INC	761-09-50101-311-000	PRINTING SERVICES	3,144.55
100951	12/03	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	8/15-11/15 SERVICES	4,688.00
100952	12/03	RACINE/KENOSHA COMM ACTION	289-06-50409-259-000	#5197513 SUBGR AGMT	33,000.00
100953	12/03	PALMEN MOTORS	630-09-50101-393-000	#2892 WARRANTY DED	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100954	12/03	REGISTER OF DEEDS	409-11-51003-589-000	DEED AND EASEMENTS	90.00
			409-11-51003-589-000	RIGHT OF WAY PLAT	60.00
			409-11-51003-589-000	DEED GATEWAY CTR	30.00
				..... CHECK TOTAL	180.00
100955	12/03	MARTIN PETERSEN COMPANY, INC.	403-11-50904-589-000	EST 3-HEATING/VENTIL	30,021.25
100956	12/03	DUECO, INC	630-09-50101-393-000	10/10 SE PARTS & MAT	236.84
			630-09-50101-393-000	11/10 SE PARTS & MAT	83.36
				..... CHECK TOTAL	320.20
100957	12/03	NYBERG TROPHIES & AWARDS	724-00-21933-000-000	AWARD MEDALS	45.00
100958	12/03	MENARDS (KENOSHA)	110-02-52203-353-000	11/10-FD#4 MERCHANDI	170.94
			521-09-50101-344-000	11/10-AR MERCHANDISE	58.70
			110-03-53103-361-000	11/10-ST MERCHANDISE	54.97
			110-02-52103-365-000	9/10-PD MERCHANDISE	38.90
			110-03-53110-389-000	11/10-ST MERCHANDISE	30.72
			520-09-50201-317-000	11/10-TD MERCHANDISE	2.49
				..... CHECK TOTAL	356.72
100959	12/03	J & J BEARING & TRUCK, INC	630-09-50101-393-000	11/10-SE REPLACEMENT	98.16
100960	12/03	WIS SCTF	110-00-21581-000-000	12/3/10 HRLY DEDUCT	1,283.32
100961	12/03	CARPENTERS HOME IMPRVMT INC	289-06-50405-259-000	#5197499 SUBGR AGMT	4,020.50
100962	12/03	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	12/03/10 J PETRILLO	139.82
100963	12/03	TIME WARNER CABLE	110-01-51102-233-000	11/19-12/18 STORES G	139.95
100964	12/03	CINTAS CORP	632-09-50101-367-000	TEE SHIRTS	519.27
100965	12/03	WOMEN AND CHILDRENS HORIZONS	289-06-50607-259-000	#5197493 SUBGR AGMT	3,100.00
100966	12/03	PARCEL & BUSINESS SOLUTIONS	110-01-51306-312-000	10/10-FD UPS SERVICE	160.35
			520-09-50106-311-000	10/10-TD UPS SERVICE	47.19
			632-09-50101-311-000	9/10-CE UPS SERVICES	20.65
			110-01-51306-312-000	10/10-PD UPS SERVICE	14.80
			520-09-50301-311-000	10/10-TD UPS SERVICE	6.89
			630-09-50101-393-000	10/10-CE UPS SERVICE	6.35
			 CHECK TOTAL	256.23

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100967	12/03	FABCO RENTS	501-09-50105-282-000	11/10 EQUIPMENT RENT	3,406.50
			501-09-50105-282-000	11/10 EQUIPMENT RENT	181.50
			501-09-50105-282-000	10/10 SW EQUIPMENT R	135.00
				..... CHECK TOTAL	3,723.00
100968	12/03	PROCESSWORKS INC.	110-00-21578-000-000	11/30/10 CHECK REG	6,090.36
100969	12/03	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	11/10-SE PARTS & MAT	142.18
100970	12/03	RIMKUS, JASON	761-09-50101-312-000	FED EX POSTAGE	19.02
100971	12/03	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	11/10 SE PARTS & MAT	82.10
100972	12/03	RED THE UNIFORM TAILOR	110-02-52103-367-000	11/10 POLICE UNIFRM	295.70
			110-02-52206-367-000	11/10 FD-UNIFORMS	212.85
			110-02-52206-367-000	11/10 FD-UNIFORMS	212.85
			110-02-52206-367-000	11/10 UNIFORMS	212.85
			110-02-52206-367-000	11/10 FD-UNIFORMS	212.85
			110-02-52103-367-000	10/10 POLICE UNIFRM	189.95
			110-02-52103-367-000	11/10 POLICE UNIFRM	142.85
			110-02-52103-367-000	11/10 POLICE UNIFRM	87.90
			110-02-52206-367-000	11/10 FD-UNIFORMS	70.95
			110-02-52206-367-000	11/10 FD-UNIFORMS	57.45
			110-02-52206-367-000	11/10 FD-UNIFORMS	12.00
				..... CHECK TOTAL	1,708.20
			100973	12/03	NYREN, M R COMPANY INC
110-02-52203-382-000	BLANKET	275.40			
110-02-52203-382-000	SHEET 66X104	204.00			
110-02-52203-382-000	SHEET 39X75	200.00			
110-02-52203-382-000	PILLOWCASE 42X36	165.60			
	..... CHECK TOTAL	1,405.00			
100974	12/03	LABAHN, JEFFREY B	110-01-51701-311-000	12/10-REPLENISH	59.37
			110-01-51701-219-000	12/10-REPLENISH	30.00
			110-01-51701-219-000	12/10-REPLENISH	30.00
			110-01-51701-219-000	12/10-REPLENISH	25.00
			110-01-51701-219-000	12/10-REPLENISH	25.00
			110-01-51701-311-000	12/10-REPLENISH	10.55
			110-01-51701-261-000	12/10-REPLENISH	6.00
			110-01-51701-219-000	12/10-REPLENISH	3.00
			 CHECK TOTAL	188.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100975	12/03	NEW SONG MINISTRIES	289-06-50614-259-000	#5197488 SUBGR AGMT	420.00
100976	12/03	DOUBLE D CONSTRUCTION INC	758-09-50106-259-853	HOUSING REHAB	4,985.00
100977	12/03	CLARK DIETZ, INC	409-11-50903-219-000	9/25-10/29/10 CONSTR	16,615.75
100978	12/03	GENESIS MEDICAL CENTER	110-09-56405-161-000	10/26/10 A JURGENS	106.25
100979	12/03	LGIP MUSEUM	110-00-21805-000-000	12/01/10 WIRE TRANS	143,759.00
100980	12/03	WALKIN' IN MY SHOES	289-06-50604-259-000	#5197498 SUBGR AGMT	1,012.92
100981	12/03	KOHN LAW FIRM S.C.	110-00-21581-000-000	12/03/10 D LARSON	158.79
100982	12/03	HOLGUIN, ARMANDO	110-00-44507-000-000	CABARET LICENSE	275.00
100983	12/03	ROTARY FOUNDATION OF	110-00-21905-000-000	2010 TOURNAMENT	200.00
100984	12/03	GUSTAFSON, KAREN	407-00-46530-000-000	WOOD CHIPS	50.00
100985	12/03	KUHNLEY, ELIZABETH	110-00-21905-000-000	BEACH HOUSE-11/27/10	100.00
100986	12/03	KENOSHA FAMILY CHURCH	110-00-44809-000-000	ESCROW-3910 27 ST	3,000.00
100987	12/03	HAFKE, GENE JR.	110-02-52107-263-000	11/15/10 FRANKLIN	8.00
100988	12/03	NICCOLAI, DAVID J.	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
100989	12/03	PRIMMER, ADRIAN	110-02-52103-389-000	MISC SCREWS & NAILS	12.05
100990	12/03	JOHNSON, ORVILLE C.	110-02-52102-367-000	2010 CLOTHING ALLOW	380.82
100991	12/03	KRYSTOWIAK, PETER	110-01-50901-261-000	10-11/10 199 MILES	99.50
100992	12/03	COVELLI, PAUL	110-01-50901-261-000	11/10 304 MILES	152.00
100993	12/03	BURSEK, RONALD	110-03-53101-226-000	1/10-10/10 CELLPHONE	146.75
100994	12/03	FLAHIVE, CHRISTINE	110-02-52107-367-000	2010 CLOTHING ALLOW	204.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
100995	12/03	WASHINGTON, AL	110-01-50901-261-000	11/10 179 MILES	89.50
100996	12/03	CRUEY, EDWARD	110-01-50901-261-000	11/10 287 MILES	143.50
100997	12/03	PICOLO, ROBERT	520-09-50101-367-000	2010 UNIFORM ALLOW	100.00
100998	12/03	THOMSEN, JOHN	110-02-52203-263-000	INTERVIEW PANEL EXP	92.05
100999	12/03	DILLHOFF, AARON J.	110-02-52109-367-000	2010 CLOTHING ALLOW	400.00
101000	12/08	BINDELLI BROTHERS, INC	110-09-56501-259-569	11/10 1501 62 ST	72.12
			110-09-56501-259-569	11/10 7421 SHER RD P	72.12
				..... CHECK TOTAL	144.24
101001	12/08	WE ENERGIES	110-03-53109-221-000	11/10 STREETLIGHTING	59,177.79
			110-05-55109-221-000	11/10 STREETLIGHTING	548.72
				..... CHECK TOTAL	59,726.51
101002	12/08	RNOW, INC.	630-09-50101-393-000	11/10 #2558 PARTS/MA	35.16
			630-09-50101-393-000	11/10 PARTS/MATERIAL	23.18
				..... CHECK TOTAL	58.34
101003	12/08	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	11/10 ST ELECTRICAL	124.02
			521-09-50101-375-000	11/10 AR ELECTRICAL	2.25
				..... CHECK TOTAL	126.27
101004	12/08	CARDINAL HEALTH	206-02-52205-318-000	EMS MEDICAL SUPPLIES	2,454.30
101005	12/08	KENOSHA NEWS	222-09-50101-259-000	8/10 AD-CITY GUIDE	8,200.00
			520-09-50301-327-000	8/10 TD-BUS SCHEDULE	2,245.00
			520-09-50301-327-000	8/10 TD-BUS SCHEDULE	924.00
			520-09-50301-327-000	11/10 BUS DRIVER AD	173.09
			110-00-21104-000-000	12/10 LA FOGATA LIC	46.66
			110-00-21104-000-000	12/19 BRAGADOS BANQ	43.75
				..... CHECK TOTAL	11,632.50
101006	12/08	NATIONAL SOCIETY OF	110-03-53101-264-000	REG FEE R.BURSEK	240.00
101007	12/08	BADGER TRUCK CENTER	521-09-50101-562-000	2011 PICK UP TRUCK	45,686.64
			521-09-50101-562-000	LESS TRADE #2385	1,000.00CR
			 CHECK TOTAL	44,686.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101008	12/08	LORENZ TOPSOIL	110-03-53113-353-000	11/10-ST TOPSOIL	100.00
101009	12/08	VULCAN MATERIALS COMPANY	501-09-50105-354-000	11/10-SW AGGREGATE M	2,404.16
101010	12/08	WIS DEPT OF REVENUE	110-00-21512-000-000	11/16-30/10 DEDUCTS	112,840.15
101011	12/08	LEITCH PRINTING CORPORATION	205-03-53118-311-000	12/10 PW '11 CALNDRS	1,361.74
101012	12/08	PAYNE & DOLAN INC.	110-03-53103-355-000	11/10 ASPHALT MATERI	883.46
101013	12/08	LOVE, MICHAEL G	761-09-50101-219-000	BALANCE OF STIPEND	104.00
101014	12/08	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000 110-03-53116-369-000	11/10-SWEEPER PARTS/ BRUSHES	794.30 715.32
				..... CHECK TOTAL	1,509.62
101015	12/08	FABCO EQUIPMENT, INC.	630-09-50101-393-000	PARTS FLEET 2282	2,811.35
101016	12/08	BATTERIES PLUS LLC	110-03-53103-385-000 206-02-52205-385-000	11/10 ST BATTERIES & 11/10 FD BATTERIES &	160.62 144.00
				..... CHECK TOTAL	304.62
101017	12/08	AT&T	206-02-52205-227-000 206-02-52205-227-000	11/10-12/09 DS1 SRVC 11/10-12/09 DS1 SRVC	900.00 588.00
				..... CHECK TOTAL	1,488.00
101018	12/08	KENOSHA AREA CHAMBER	501-00-16250-000-000	2011 EXPO REG FEE	425.00
101019	12/08	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	GRAPHICS-RES 44/MED5	296.00
101020	12/08	OFFICEMAX	520-09-50106-311-000 501-09-50101-311-000 110-01-50901-311-000 110-01-51303-311-000 110-02-52201-311-000 110-01-51303-311-000	11/10 TD #1663 OFFC 11/10 PW #1661 OFFC 11/10 AS #1659 OFFC 11/10 HR #1660 OFFC 11/10 FD #1662 OFFC 11/10 HR #1664 OFFC	1,246.34 161.69 149.15 62.69 36.78 10.50
				..... CHECK TOTAL	1,667.15
101021	12/08	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000 501-09-50105-282-000 110-03-53103-344-000 501-09-50105-361-000 501-09-50105-282-000 501-09-50105-282-000 501-09-50105-282-000 501-09-50105-361-000	11/10-SW TOOLS/SUPPL 11/10-LASER RENTAL 11/10-ST TOOLS/SUPPL 11/10-SW TOOLS/SUPPL 11/10-SW LEVEL RNTL 11/10-SW DRILL RNTL 11/10-SW TOOLS/SUPPL	290.37 268.14 259.25 253.23 100.28 61.00 50.49
			 CHECK TOTAL	1,282.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101022	12/08	TOP CHOICE RENTALS/TENTS	501-09-50101-282-000	FOOD FOLKS SPOKES	322.83
101023	12/08	PITNEY BOWES	110-01-51306-311-000	11/10 SUPPLIES MAIL	87.54
101024	12/08	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	11/10 COUPON REDMPTN	1,694.00
			501-09-50102-219-000	11/10 COUPON REDMPTN	1,274.00
			501-09-50102-219-000	11/10 RETAIL INCENTIV	67.76
			501-09-50102-219-000	11/10 RETAIL INCENTIV	46.88
			501-09-50102-219-000	11/10 PER CHECK FEE	3.50
			501-09-50102-219-000	11/10 POSTAGE FEE	3.08
			501-09-50102-219-000	11/10 PER CHECK FEE	2.50
			501-09-50102-219-000	11/10 POSTAGE FEE	2.20
			501-09-50102-219-000	11/10 POSTAGE REIMB	1.36
				..... CHECK TOTAL	3,095.28
101025	12/08	LEE PLUMBING, INC.	521-09-50101-241-000	EQUIP MAINT	1,700.00
101026	12/08	INVESTORS PROPERTY SERVICES	253-06-50448-259-000	#5198686 REHAB	2,360.00
			254-06-50446-259-000	#5198686 REHAB	600.00
				..... CHECK TOTAL	2,960.00
101027	12/08	LAKESIDE INTERNATIONAL TRUCK	206-02-52205-344-000	MED 7 REPAIR	2,345.40
101028	12/08	HUMANA CLAIMS	611-09-50101-155-527	12/05/10 MED CLAIMS	55,513.27
			611-09-50101-155-527	12/06/10 PHARMACY	21,389.68
			611-09-50101-155-527	12/07/10 MED CLAIMS	10,608.80
			611-09-50101-155-527	12/03/10 PHARMACY	7,758.96
			611-09-50101-155-527	12/07/10 PHARMACY	2,788.10
			611-09-50101-155-527	12/03/10 MED CLAIMS	2,209.65
				..... CHECK TOTAL	100,268.46
101029	12/08	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	EVO PUMP REPAIR	465.00
101030	12/08	TOWN & COUNTRY GLASS	110-01-51801-249-000	11/10-VET'S FOUNTAIN	280.00
101031	12/08	TREES "R" US, INC.	501-09-50106-219-000	LAWN TREE PRUNING	14,596.38
101032	12/08	CONSTRUCTION SAFETY PRODUCTS	110-02-52103-365-000	PAINT STICK	354.24
101033	12/08	REBEL, INC	611-09-50102-259-000	TURKEY RUN T-SHIRTS	230.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101034	12/08	MALSACK, J	110-09-56501-259-570	11/10 6823 52ND AVE	75.00
			110-09-56501-259-570	11/10 6611 21ST AVE	65.00
			110-09-56501-259-570	11/10 6628 20TH AVE	63.00
				..... CHECK TOTAL	203.00
101035	12/08	BIO-TRON INC.	206-02-52205-235-000	REPAIR 2 MONITORS	208.00
101036	12/08	INSTY-PRINTS	110-01-51303-311-000	11/10-PE KPPA CONTRA	266.38
101037	12/08	WIS DEPT OF REVENUE	761-00-21512-000-000	11/10 KCM DEDUCTS	265.00
101038	12/08	KENOSHA COUNTY TREASURER	110-04-54101-252-000	12/10 HEALTH SERVICE	90,519.50
101039	12/08	JP MORGAN CHASE BANK	761-00-21513-000-000	11/10 KCM DEDUCTS	472.00
			761-00-21511-000-000	11/10 KCM DEDUCTS	326.64
			761-09-50101-152-000	11/10 KCM DEDUCTS	326.63
			761-09-50101-158-000	11/10 KCM DEDUCTS	76.40
			761-00-21514-000-000	11/10 KCM DEDUCTS	76.38
		..... CHECK TOTAL	1,278.05		
101040	12/08	DUECO, INC	501-09-50106-344-000	REPAIR TRUCK 2889	4,129.32
101041	12/08	NORTHLAND EQUIPMENT	630-09-50101-393-000	11/10-SE#2599 PARTS	696.35
101042	12/08	FORDYCE PICTURE FRAME CO.INC	706-00-21935-000-000	FRAMES YOUTH AWARDS	463.89
101043	12/08	SUPER SPORTS FOOTWEAR, ETC.	222-09-50101-259-908	TROPHIES TURKEY RUN	80.00
101044	12/08	MENARDS (KENOSHA)	110-03-53103-389-000	11/10-ST MERCHANDISE	216.06
			110-02-52206-344-000	11/10-FD#4 MERCHANDI	140.24
			110-02-52206-344-000	11/10-FD#4 MERCHANDI	119.25
			206-02-52205-382-000	11/10-FD#1 MERCHANDI	79.97
			110-03-53103-361-000	11/10-ST MERCHANDISE	73.98
			110-02-52206-344-000	11/10-FD#4 MERCHANDI	59.14
			110-01-51801-389-000	11/10-MB MERCHANDISE	46.29
			110-02-52203-357-000	11/10-FD#4 MERCHANDI	26.92
			521-09-50101-357-000	11/10-AR MERCHANDISE	22.86
			110-01-51801-389-000	11/10-MB MERCHANDISE	16.30
			110-02-52203-357-000	11/10-FD#4 MERCHANDI	14.32
			110-03-53116-382-000	11/10-WA MERCHANDISE	11.94
			501-09-50105-359-000	11/10-ST MERCHANDISE	7.35
			110-02-52206-344-000	11/10-FD#4B RETURN	12.96CR
 CHECK TOTAL	821.66			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101045	12/08	PAYNE & DOLAN	289-06-50407-259-000	#5199462 RESURFACING	7,575.60
101046	12/08	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	RENTAL OF EQUIPMENT	4,485.00
101047	12/08	LASER NET INC	110-01-51306-312-000	POSTAGE-TAXBILL 2010	12,600.00
101048	12/08	GATEWAY TECH COLLEGE	206-02-52205-219-000	FALL ACLS EMT REFRSH	1,532.48
101049	12/08	CMRS/PITNEY BOWES	110-01-51306-312-000	12/03/10 WIRE TRANS	5,000.00
101050	12/08	RIMKUS, JASON	761-09-50101-155-000	11/10 WPS HEALTH INS	234.36
			761-09-50101-155-000	10/10 WPS HEALTH INS	234.36
			761-09-50101-155-000	9/10 WPS HEALTH INS	234.36
				..... CHECK TOTAL	703.08
101051	12/08	AIRGAS NORTH CENTRAL	632-09-50101-389-000	11/10 SE INDUSTRIAL	113.11
			206-02-52205-344-000	SUPPLIES WELDING	110.02
			206-02-52205-389-000	11/10 FD #7 OXYGEN C	31.05
				..... CHECK TOTAL	254.18
101052	12/08	MAXIM REBUILDERS	501-09-50106-344-000	12V SOLENOID	52.50
101053	12/08	AURORA HEALTH CARE	611-09-50102-259-000	50 VIALS	3,350.50
			206-02-52205-318-000	10/10 FD DRUG PURCHA	16.85
				..... CHECK TOTAL	3,367.35
101054	12/08	ST. JOHN, JR., DONALD	110-00-21904-000-000	CASH BOND 1108275	315.00
101055	12/08	MITCHELL, LAKISHA G	110-00-44709-000-000	BARTENDER LICENSE	50.00
101056	12/08	JESPERSON, TRACY L	110-00-44709-000-000	BARTENDER LICENSE	50.00
101057	12/08	ARRINGTON, ELAINE	401-11-51004-586-000	SIDEWALK REPAIR	1,032.08
101058	12/08	STOLFI, HELEN	401-11-51004-586-000	SIDEWALK REPAIR	312.75
101059	12/08	FANELLE, RAFAEL	401-11-51004-586-000	SIDEWALK REPAIR	615.00
101060	12/08	SOTO, HERMINIO	110-09-56404-719-000	TURE DAMAGE 9/20/10	85.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101061	12/08	GARLAND, JOHN	110-09-56404-719-000	MAILBOX DMG 10/26/10	97.30
101062	12/08	VILLALOBOS, OSCAR	110-02-52110-367-000	2010 CLOTHING ALLOW	300.00
101063	12/08	CLARK, KAREN	520-09-50101-367-000	2010 UNIFORM ALLOW	42.20
101064	12/10	ANIXTER WISCONSIN	110-01-51102-539-000	11/10 DP MISC. COMPU	149.74
101065	12/10	RNOW, INC.	630-09-50101-393-000	6/10 PARTS/MATERIALS	283.09
			630-09-50101-393-000	6/10 PARTS/MATERIALS	107.18
			630-09-50101-393-000	4/10 PARTS/MATERIALS	94.46
			630-09-50101-393-000	8/10 RETURN PARTS/MA	2.79CR
			630-09-50101-393-000	8/10 RETURN PARTS/MA	228.47CR
				..... CHECK TOTAL	253.47
101066	12/10	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	RADIO REPAIRS	450.00
101067	12/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/10/10 CITY HRLY	15,467.25
			110-00-21562-000-000	12/10/10 WATER HRLY	4,229.85
			110-00-21562-000-000	12/10/10 MUSEUM HRLY	205.00
				..... CHECK TOTAL	19,902.10
101068	12/10	LABOR PAPER, THE	110-01-50101-321-000	11/10 1ST/2ND ORDS	26.20
101069	12/10	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/17/10 H DARBY	1,051.60
			110-09-56405-161-000	10/21/10 D RADANT	457.41
			110-09-56405-161-000	10/26/10 A JURGENS	449.15
				..... CHECK TOTAL	1,958.16
101070	12/10	NPELRA	110-00-16250-000-000	2011 MEMBERS DUES	160.00
101071	12/10	TRAFFIC & PARKING CONTROL CO	501-09-50105-372-000	TRAFFIC CONTR. SIGNS	3,493.90
101072	12/10	WILLKOMM INC., JERRY	520-09-50106-341-000	11/10 DIESEL FUEL	20,160.00
			630-09-50101-392-000	11/10 DIESEL FUEL	19,857.60
				..... CHECK TOTAL	40,017.60
101073	12/10	WE ENERGIES	110-01-51801-221-000	#46 10/27-11/29	4,447.22
			521-09-50101-221-000	#46 10/28-11/30	3,924.46
			520-09-50301-221-000	#46 10/28-11/30	3,773.56
			520-09-50301-222-000	#46 10/27-11/29	2,503.82
			110-03-53109-221-000	#46 10/27-11/29	1,292.95
			521-09-50101-222-000	#46 10/28-11/30	1,034.12
			110-03-53109-221-000	#46 10/28-11/30	975.70
			110-02-52203-221-000	#46 10/28-11/30	901.49
			110-03-53109-221-000	#46 10/31-12/01	855.14
			110-02-52203-222-000	#46 10/28-11/30	575.53
			110-05-55109-221-000	#46 10/31-12/01	61.10
			110-03-53109-221-000	#46 10/27-11/29	56.41

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#46 10/27-11/29	28.77
			110-03-53103-221-000	#46 10/27-11/29	23.53
			110-03-53103-221-000	#46 10/25-11/23	16.75
			110-05-55102-221-000	#46 10/27-11/29	16.18
			110-03-53103-221-000	#46 10/29-11/23	13.45
			110-05-55109-222-000	#46 10/27-11/29	9.57
			521-09-50101-221-000	#46 10/28-12/01	9.11
			110-02-52103-222-000	#46 10/31-12/01	8.99
				..... CHECK TOTAL	20,527.85
101074	12/10	MAGID GLOVE & SAFETY	630-09-50101-393-000	11/10 GLOVES	120.00
101075	12/10	REINDERS INC.	110-05-55109-344-000	10/10 PARTS AND SERV	87.48
101076	12/10	WETTENGEL CAMPAGNA	110-02-52201-311-000	11/10 FD DRUM KIT	196.00
101077	12/10	WIS FUEL & HEATING INC	501-09-50105-341-000	11/10 SW LUBRICANTS/	450.65
101078	12/10	KENOSHA WATER UTILITY	110-00-21913-000-000	11/10 TEMP PERMITS	33,637.64
			110-00-21914-000-000	11/10 BILL COLLECT	3,682.93
				..... CHECK TOTAL	37,320.57
101079	12/10	CLIFTON GUNDERSON LLP	110-01-50701-211-000	#8 Y.E. 12/31/09	4,000.00
101080	12/10	KENOSHA AREA CHAMBER	761-09-50101-264-000	2011 EXPO BOOTH	225.00
101081	12/10	CHASE BANK KENOSHA	110-00-21513-000-000	12/10/10 HRLY DEDCT	20,404.29
			110-00-21511-000-000	12/10/10 HRLY DEDCT	11,614.23
			110-00-21612-000-000	12/10/10 HRLY DEDCT	11,614.15
			110-00-21614-000-000	12/10/10 HRLY DEDCT	2,813.31
			110-00-21514-000-000	12/10/10 HRLY DEDCT	2,813.17
				..... CHECK TOTAL	49,259.15
101082	12/10	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	11/10 SPECL TRNSPRT	14,167.00
			520-09-50301-258-000	11/10 WEEKEND DSPTCH	584.00
				..... CHECK TOTAL	14,751.00
101083	12/10	OFFICEMAX	110-02-52601-311-000	11/10 DH #1657 OFFC	347.32
			110-02-52201-311-000	10/10 FD #1637 OFFC	332.92
			110-02-52201-311-000	10/10 FD #1637 OFFC	37.80
			110-02-52601-311-000	11/10 DH #1657 OFFC	32.54
			110-02-52201-311-000	11/10 FD #1637 RETRN	25.71CR
			110-01-52001-311-000	10/10 MC #1636 RETRN	33.59CR
			110-02-52201-311-000	11/10 FD #1637 RETRN	34.28CR
			 CHECK TOTAL	657.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101084	12/10	PREISS, IRENE	110-02-52203-165-000	12/10 BENEFITS	410.53
101085	12/10	TUDJAN, EDWARD	110-02-52203-165-000	12/10 BENEFITS	941.50
101086	12/10	ZAK, PAUL	110-02-52203-165-000	12/10 BENEFITS	861.97
101087	12/10	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	11/10 PARTS AND SERV	304.40
101088	12/10	TOP CHOICE RENTALS/TENTS	501-09-50101-282-000	FOLK & SPOKES RENTL	139.21
101089	12/10	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	12/10/10 B GARRETT	134.22
101090	12/10	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	9/10 REVENUES	11,806.18
			206-02-52205-219-000	9/10 CERT COMM.	1,006.93
			110-00-46209-999-000	9/10 SERVICES	609.00
				..... CHECK TOTAL	13,422.11
101091	12/10	REGISTRATION FEE TRUST	110-09-56519-909-000	TITLE FEE FLT #3099	69.50
			110-09-56519-909-000	LICENSE FLT #2385	1.00
				..... CHECK TOTAL	70.50
101092	12/10	LIBERTY BUILDERS, LLC	284-06-50206-259-000	#5193094 CO #2	15,117.52
			228-06-50104-259-000	HUD-EDI CO #2	4,511.48
			284-06-50205-259-000	#5189837 CO #2	3,385.50
			284-06-50205-259-000	#5189839 CO #1	603.36
			284-06-50206-259-000	#5189828 CO #1	590.76
			284-06-50206-259-000	#5189831 CO #3	101.65
			284-06-50205-259-000	#5189841 CO #3	101.65
				..... CHECK TOTAL	24,411.92
101093	12/10	KESSINGER, NANCY	110-01-51101-263-000	12/10 REPLENISH	210.00
			222-09-50101-259-908	12/10 REPLENISH	18.73
			110-01-51101-311-000	12/10 REPLENISH	12.10
			110-01-51303-263-000	12/10 REPLENISH	7.98
				..... CHECK TOTAL	248.81
101094	12/10	HUMANA CLAIMS	611-09-50101-155-527	12/0810 MED CLAIMS	164,217.81
			611-09-50101-155-527	12/09/10 MED CLAIMS	82,439.21
			611-09-50101-155-527	12/09/10 PHARMACY	11,116.19
			611-09-50101-155-527	12/08/10 PHARMACY	2,427.32
			 CHECK TOTAL	260,200.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101095	12/10	US CELLULAR	520-09-50401-226-000	11/10 TD-CELL SERVC	3.70
			520-09-50401-226-000	11/10 TD-CELL SERVC	.04
				..... CHECK TOTAL	3.74
101096	12/10	STORM SOURCE	611-09-50101-155-504	APPOINTMENTS	20.00
101097	12/10	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/10/10 L SAYLOR	28.11
101098	12/10	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	12/10/10 CHRISTERSN	132.84
101099	12/10	CAL AMP	110-02-52103-231-000	FLAT RATE REPAIRS	582.10
101100	12/10	VERIZON WIRELESS	110-01-51102-226-000	9/27-10/26/10 SERVC	1,441.39
101101	12/10	NATIONAL STATES INSURANCE CO	206-00-13107-000-000	ASCHEBRENNER 9/09	67.40
101102	12/10	ARTHUR J GALLAGHER & CO, INS	521-00-16250-000-000	AIRP GL 11/10-10/11	8,500.00
101103	12/10	STERICYCLE, INC	611-09-50102-389-000	SUPPLY PURCHASE	190.90
101104	12/10	HENRY SCHEIN	611-09-50102-389-000	NURSE PR SUPPLIES	315.47
101105	12/10	MANOR CARE HEALTH SERVICES	110-02-52102-219-000	#10-172434 MED RCD	64.75
101106	12/10	ELECTRICAL CONTRACTORS, INC	405-11-51017-589-000	FLAG POLE LIGHTS	1,833.86
101107	12/10	FASTENAL COMPANY	630-09-50101-393-000	11/10 SE TOOLS OR MA	2.83
101108	12/10	AMERICAN FAMILY INSURANCE	206-00-13107-000-000	L MARINELLI 4/27/10	100.00
101109	12/10	WASTE MANAGEMENT	633-09-50101-253-000	12/10 LI WEEKLY PICK	80.21
			521-09-50101-219-000	12/10 AR PAPER RECYC	54.08
			110-01-51801-246-000	12/10 MB PULL CHARGE	54.08
			110-05-55109-246-000	12/10 PA PAPER RECYC	37.86
				..... CHECK TOTAL	226.23
101110	12/10	PLATINUM SYSTEMS	241-09-50101-219-000	TRACS IMPLEMENTATION	3,400.00
101111	12/10	WIS SCTF	110-00-21581-000-000	12/10/10 HRLY DEDCT	1,196.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101112	12/10	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	12/10/10 J PETRILLO	139.82
101113	12/10	LOCAL GOVERNMENT PROPERTY	110-09-56401-271-000	POL ENDORSEMENT	447.00
			110-09-56401-271-000	POLICY ADENDUM	113.00
				..... CHECK TOTAL	560.00
101114	12/10	TIME WARNER CABLE	520-09-50301-233-000	TRANSIT-ROADRUNNER	139.95
			110-01-51102-233-000	12/10 AIRPORT-ROADRU	139.95
			524-05-50101-219-000	12/10 MONTHLY CABLE	17.58
				..... CHECK TOTAL	297.48
101115	12/10	PROCESSWORKS INC.	110-00-21578-000-000	12/0710 CHECK REG	2,395.19
101116	12/10	PROCESSWORKS, INC.	110-09-56310-219-000	11/10 ADMIN CHARGES	594.92
101117	12/10	RIMKUS, JASON	761-09-50101-111-000	12/1-15/10 SERVICES	1,787.18
			761-00-21514-000-000	12/1-15/10 SERVICES	25.91CR
			761-00-21599-000-000	12/1-15/10 SERVICES	89.35CR
			761-00-21512-000-000	12/1-15/10 SERVICES	98.70CR
			761-00-21511-000-000	12/1-15/10 SERVICES	110.81CR
			761-00-21513-000-000	12/1-15/10 SERVICES	187.00CR
				..... CHECK TOTAL	1,275.41
101118	12/10	PIRO, RALPH	761-09-50101-111-000	12/1-15/10 SERVICES	846.96
			761-00-21514-000-000	12/1-15/10 SERVICES	12.28CR
			761-00-21512-000-000	12/1-15/10 SERVICES	33.80CR
			761-00-21513-000-000	12/1-15/10 SERVICES	49.00CR
			761-00-21599-000-000	12/1-15/10 SERVICES	50.00CR
			761-00-21511-000-000	12/1-15/10 SERVICES	52.51CR
				..... CHECK TOTAL	649.37
101119	12/10	AFLAC	110-00-21535-000-000	11/10 SAL DEDUCTS	2,020.46
			110-00-21535-000-000	11/5-11/26 HRLY DED	642.44
			110-00-21536-000-000	11/10 SAL DEDUCTS	361.00
			110-00-21536-000-000	11/5-11/26 HRLY DED	306.96
			110-00-21535-000-000	10/22&29 B SCHMIDT	53.44
			110-00-21109-000-000	MARTI 10/30,11/6&13	24.48
			110-00-21536-000-000	10/22&29 B SCHMIDT	22.16
			 CHECK TOTAL	3,430.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101120	12/10	SPECTERA, INC.	110-00-21534-000-000	12/10 DEDUCTIONS	1,142.80
101121	12/10	NEW SONG MINISTRIES	289-06-50614-259-000	#5200334 SUBGR AGMT	425.00
101122	12/10	NORTHLAKE REMODELING, LLC	257-06-50443-259-000	#5197885 REHAB	2,630.00
101123	12/10	KENOSHA PLUMBING	521-09-50101-583-000	INSTALL NEW BOILER,	8,945.00
101124	12/10	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	10/3/10 D LONDO	88.40
101125	12/10	IDEA BANK	110-02-52204-383-000	FIRE SAFETY SUPPLIES	202.43
101126	12/10	IOD INCORPORATED	110-09-56402-219-000	MILLER 10/25/03 RCD	36.77
			110-09-56402-219-000	ZELADA 6/5/09 RECRD	30.83
			520-09-50101-161-000	9/13/04 S THORSEN	8.72
				..... CHECK TOTAL	76.32
101127	12/10	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/17/10 H DARBY	69.70
101128	12/10	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	10/3/10 D LONDO	182.75
			110-09-56405-161-000	6/17/10 H DARBY	182.75
				..... CHECK TOTAL	365.50
101129	12/10	AURORA HEALTH CARE	110-09-56405-161-000	6/17/10 H DARBY	2,367.73
			110-09-56405-161-000	8/2/10 L RAZAA	1,551.63
			110-09-56405-161-000	6/17/10 H DARBY	295.68
			110-09-56405-161-000	6/17/10 H DARBY	127.60
			110-09-56405-161-000	8/18/10 W FOSTER	93.28
				..... CHECK TOTAL	4,435.92
101130	12/10	KOHN LAW FIRM S.C.	110-00-21581-000-000	12/10/10 D LARSON	159.41
101131	12/10	BIGALKE, MELODY	110-00-21905-000-000	BEACHHOUSE 12/5/10	300.00
101132	12/10	PARSONS, DANIEL	501-09-50101-433-000	SWU 7/10 & 9/10	19.89
101133	12/10	MORIMOTO, RONALD	206-00-13107-000-000	TRANSPORT 6/19/10	75.00
101134	12/10	R P CONSULTING, LLC	110-00-44203-000-000	CLASS B BEER/LIQUOR	300.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101135	12/10	MATOSKA, VICTORIA L	110-00-44709-000-000	BARTENDER LICENSE	50.00
101136	12/10	MELBY, MARK	110-00-46394-000-000	APPLIANCE STICKER	15.00
101137	12/10	KEMPER CENTER, INC AND	289-06-50402-259-000	#5200215 SUBGR AGMT	35,000.00
101138	12/10	ENGEN, MITCH	110-02-52601-261-000	11/10 202 MILES	101.00
			110-02-52601-226-000	10/10 CELL PHONE	14.68
				..... CHECK TOTAL	115.68
101139	12/10	WALTON, DIANE	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
101140	12/10	BLISE, PAULA	110-02-52601-261-000	11/10 578 MILES	289.00
101141	12/10	GREGORY, JOHN	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
101142	12/10	WAMBOLDT, JEFFREY	110-02-52103-367-000	2010 CLOTHING ALLOW	305.92
101143	12/10	BAUMANN, RICHARD H.	110-02-52601-261-000	11/10 451 MILES	225.50
101144	12/10	LABATORE, JOSEPH	110-02-52107-263-000	11/14-18 APPLETON	112.00
101145	12/10	SWARTZ, MARTHA E.	110-02-52601-261-000	11/10 218 MILES	109.00
101146	12/10	NOSALIK, JOSEPH	110-02-52107-263-000	12/1/10 FRANKLIN	8.00
101147	12/10	HILLESLAND, RICHARD	110-02-52601-261-000	11/10 459 MILES	229.50
			110-02-52601-226-000	10/10 CELL PHONE	14.68
				..... CHECK TOTAL	244.18
101148	12/10	MELICHAR, JASON	110-02-52107-263-000	12/1/10 FRANKLIN	8.00
101149	12/10	CORREA, VICENTE	110-02-52107-263-000	12/1/10 FRANKLIN	8.00
101150	12/10	CHIAPPETTA, LOUIS	110-02-52601-261-000	11/10 265 MILES	132.50
101151	12/10	JAMBREK, MARK	110-02-52103-367-000	2010 CLOTHING ALLOW	284.83
101152	12/10	DUMKE, JOHN E.	110-02-52601-261-000	11/10 261 MILES	130.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101153	12/10	OBERST, RANDY	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
101154	12/10	JANTZEN, DENNIS	110-02-52601-261-000	11/10 382 MILES	191.00
101155	12/10	SANCHEZ, MARGARITO	110-02-52601-261-000	11/10 223 MILES	111.50
101156	12/15	BOBCAT PLUS INC	501-09-50105-282-000	8/23-25 EQUIPMENT	900.00
			501-09-50105-282-000	8/10 ST 8/16-22/10	900.00
			501-09-50105-282-000	8/10 ST 8/16-22/10	784.44
			501-09-50105-282-000	8/23-8/25 EQUIPMENT	600.00
			501-09-50105-282-000	8/23-25 EQUIPMENT RE	450.00
			501-09-50105-282-000	8/10 ST 8/16-22/10	450.00
			501-09-50105-282-000	8/10 EQUIPMENT RENTA	251.62
			501-09-50105-282-000	8/10 CREDIT EQUIPMEN	184.44CR
				..... CHECK TOTAL	4,151.62
101157	12/15	RNOW, INC.	205-03-53119-579-000	LUBRICATION SYSTEM	5,500.00
			630-09-50101-393-000	11/10-SE PARTS/MATER	487.22
			630-09-50101-393-000	11/10-SE PARTS/MATER	95.45
				..... CHECK TOTAL	6,082.67
101158	12/15	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	11/10-ST ELECTRICAL	40.57
101159	12/15	GENERAL COMMUNICATIONS, INC.	501-09-50105-231-000	10/10-SW MISC. ITEMS	24.15
101160	12/15	COMSYS, INCORPORATED	110-01-51102-215-000	12/08-1/07/11 SERVC	36,013.76
			501-09-50101-215-000	12/08-1/07/11 SERVC	9,003.46
				..... CHECK TOTAL	45,017.22
101161	12/15	ICMA RETIREMENT TRUST	110-00-21572-000-000	12/1-15/10 CONTRIBS	50,192.67
101162	12/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/15/10 CITY SAL	49,387.52
			110-00-21562-000-000	12/15/10 LIBRARY SAL	8,177.50
			110-00-21562-000-000	12/15/10 WATER SAL	7,727.50
				..... CHECK TOTAL	65,292.52
101163	12/15	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	12/15/10 CITY SAL	40.82
101164	12/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	12/15/10 CITY SAL	1,550.43
			110-00-21541-000-000	12/15/10 LIBRARY SAL	332.00
			110-00-21541-000-000	12/15/10 WATER SAL	63.83
			 CHECK TOTAL	1,946.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101165	12/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	12/15/10 SAL DEDUCT	95,623.00
101166	12/15	NFPA	110-03-53109-375-000	2011 NEC & HANDBOOK	207.95
101167	12/15	FIRST SUPPLY CO.	501-09-50104-344-000	11/10 SW SUPPLIES AN	66.18
101168	12/15	LORENZ TOPSOIL	501-09-50105-353-000	11/10-SW TOPSOIL	100.00
101169	12/15	KENOSHA COUNTY	110-02-52105-283-000	12/10 MONTHLY RENT	8,156.13
101170	12/15	VULCAN MATERIALS COMPANY	501-09-50105-354-000	11/10-AGGREGATE MATE	3,363.26
			110-03-53103-354-000	11/10-AGGREGATE MATE	2,761.07
			110-03-53103-354-000	11/10-AGGREGATE MATE	641.48
				..... CHECK TOTAL	6,765.81
101171	12/15	WE ENERGIES	758-09-50110-259-850	10/26-11/28 UTILS	186.65
101172	12/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	12/15/10 H TOLBERT	205.89
101173	12/15	FEDERAL RESERVE BANK OF	110-00-21561-000-000	12/10 SAVINGS BONDS	350.00
101174	12/15	PAYNE & DOLAN INC.	110-03-53103-355-000	11/10 ASPHALT MATERI	261.59
101175	12/15	CURTIS INDUSTRIES, INC	630-09-50101-393-000	11/10 SE FASTENERS	273.22
			630-09-50101-389-000	11/10 SE FASTENERS-V	63.65
				..... CHECK TOTAL	336.87
101176	12/15	A & R DOOR SERVICE	110-03-53103-246-000	11/10 ST DOOR REPAIR	58.00
101177	12/15	CHASE BANK KENOSHA	110-00-21513-000-000	12/15/10 SAL DEDUCTS	207,182.94
			110-00-21511-000-000	12/15/10 SAL DEDUCTS	78,808.33
			110-00-21612-000-000	12/15/10 SAL DEDUCTS	78,808.00
			110-00-21514-000-000	12/15/10 SAL DEDUCTS	23,388.65
			110-00-21614-000-000	12/15/10 SAL DEDUCTS	23,388.33
				..... CHECK TOTAL	411,576.25
101178	12/15	AT&T	110-01-51801-225-000	11/28-12/27 653-7213	648.96
			110-02-52108-225-000	12/01-01/03 656-1234	180.64
			110-01-51801-227-000	11/28-12/27 653-8297	114.14
			110-05-55111-225-000	11/28-12/27 942-3781	32.64
			521-09-50101-225-000	12/01-01/03 656-1586	32.57
			110-01-51801-225-000	11/28-12/27 942-8834	32.43
			110-01-51801-225-000	12/01-12/31 605-9294	32.43
			 CHECK TOTAL	1,073.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101179	12/15	DWD-UI	110-09-56308-157-000	11/10 UNEMPLOYMENT	30,235.33
			520-09-50101-157-000	11/10 UNEMPLOYMENT	1,134.11
			110-09-56308-157-000	11/10 UNEMPLOYMENT	527.52
			110-09-56308-157-000	11/10 UNEMPLOYMENT	199.54CR
				..... CHECK TOTAL	31,697.42
101180	12/15	OFFICEMAX	520-09-50106-311-000	11/10 TD #1666 OFFC	505.11
			110-01-51101-311-000	12/10 FN #1669 OFFC	347.26
			110-02-52103-311-000	11/10 PD #1665 OFFC	95.00
			520-09-50106-311-000	11/10 TD #1666 OFFC	34.56
			110-01-51101-311-000	11/10 FN #1667 OFFC	27.87
			520-09-50106-311-000	11/10 TD #1663 OFFC	6.20
				..... CHECK TOTAL	1,016.00
101181	12/15	SWARTZ NURSERIES	401-11-50901-585-000	TREES	1,212.00
101182	12/15	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	11/10-SW REPAIRS	61.72
101183	12/15	DATA GRAPHICS, INC.	110-01-51101-311-000	A/P CHECKS (LASER)	1,233.52
			110-01-51101-311-000	FINANCE COPIES	1,074.15
				..... CHECK TOTAL	2,307.67
101184	12/15	JOHNSON PAINTING	254-06-50447-259-000	#5197775 REHAB	5,000.00
			463-11-50601-589-000	KAISER 6558 5TH AV	1,000.00
				..... CHECK TOTAL	6,000.00
101185	12/15	ROCK-N-RESCUE/J.E. WEINEL	110-02-52206-366-000	PERSONAL ESCAPE ROPE	58.40
			110-02-52206-366-000	R-N-R ESCAPE BAG	24.00
				..... CHECK TOTAL	82.40
101186	12/15	HOLLAND SUPPLY, INC.	630-09-50101-393-000	11/10-CE HYDRAULIC F	531.60
			520-09-50201-347-000	11/10-TD HYDRAULIC F	79.12
			501-09-50105-344-000	12/10-SW HYDRAULIC F	75.65
			110-03-53107-344-000	12/10-ST HYDRAULIC F	74.57
			520-09-50201-347-000	11/10-TD HYDRAULIC F	22.85
				..... CHECK TOTAL	783.79
101187	12/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	12/15/10 SAL DEDUCT	729.00
101188	12/15	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	11/10 PET FOOD & SUP	70.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101189	12/15	INTERSPIRO	110-02-52203-235-000	11/10-SCBA PARTS	203.68
101190	12/15	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	11/10 ST MERCHANDISE	50.00
101191	12/15	MESSERLI & KRAMER P.A.	110-00-21581-000-000	12/15/10 A PAURA	231.96
101192	12/15	MISDU	110-00-21581-000-000	12/15/10 J JANDRON	3.19
101193	12/15	GRUNAU COMPANY, INC	412-11-51001-584-000	SERVICE WORK-CHILLER	5,205.12
101194	12/15	GFI GENFARE	520-09-50201-347-000	11/10-TD PARTS	244.25
			520-09-50201-347-000	11/10-TD PARTS	96.46
			520-09-50201-347-000	10/10-TD RETURN PART	192.83CR
				..... CHECK TOTAL	147.88
101195	12/15	HUMANA CLAIMS	611-09-50101-155-527	12/13/10 MED CLAIMS	137,328.00
			611-09-50101-155-527	12/13/10 PHARMACY	19,051.09
			611-09-50101-155-527	12/10/10 PHARMACY	6,381.95
			611-09-50101-155-527	12/10/10 MED CLAIMS	2,112.82
				..... CHECK TOTAL	164,873.86
101196	12/15	FRONTIER	110-02-52203-225-000	11/22-12/21/10 FIRE	41.51
101197	12/15	WFCA FIRE SERVICE BOOKSTORE	110-02-52206-383-000	INSTRUCTOR TEST BANK	199.63
			110-02-52206-383-000	FIRE OFFICER:	57.90
				..... CHECK TOTAL	257.53
101198	12/15	WASTE MANAGEMENT OF WI	228-06-50104-259-000	WASTE DISPOSAL	9,000.00
			463-11-50801-589-000	WASTE DISPOSAL	4,792.92
			463-11-50801-589-000	WASTE DISPOSAL	2,595.41
			463-11-50801-589-000	WASTE DISPOSAL	2,595.41
				..... CHECK TOTAL	18,983.74
101199	12/15	GUSTIN CONSTRUCTION	258-06-50443-259-000	#5197803 REHAB	1,556.00
			463-11-50601-589-000	RUFFALO 3808 10 AVE	344.00
				..... CHECK TOTAL	1,900.00
101200	12/15	VERIZON WIRELESS	110-01-51102-226-000	11/27-12/26/10 SERV	1,440.40
101201	12/15	KAR PRODUCTS	110-02-52203-344-000	11/10-FD SUPPLIES/RE	152.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101202	12/15	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	11/10 COMPACTOR RENT	633.71
101203	12/15	ZEP MANUFACTURING CO.	110-01-51801-382-000	ROLL TOWELS	738.55
101204	12/15	FASTENAL COMPANY	110-03-53103-389-000	11/10 ST TOOLS OR MA	98.28
			110-03-53103-344-000	11/10 ST TOOLS OR MA	98.28
			110-03-53103-344-000	11/10 ST TOOLS OR MA	98.28
			521-09-50101-344-000	11/10 AR TOOLS OR MA	97.62
			521-09-50101-344-000	11/10 AR TOOLS OR MA	24.58
				..... CHECK TOTAL	417.04
101205	12/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	12/15/10 B MIFFLIN	419.00
			110-00-21581-000-000	12/15/10 H DARBY	283.00
				..... CHECK TOTAL	702.00
101206	12/15	HANSMANN PRINTING	110-01-51101-311-000	9/10 FN WNDW ENVELP	475.00
			110-01-50901-311-000	11/10 AS-BUS CARDS	85.00
			521-09-50101-311-000	11/10 AR-BUS CARDS	82.00
				..... CHECK TOTAL	642.00
101207	12/15	FORCE AMERICA	630-09-50101-393-000	11/10 SE PARTS/MATER	939.83
101208	12/15	MENARDS (KENOSHA)	110-02-52204-344-000	11/10-FD#1 MERCHANDI	195.60
			110-05-55109-357-000	11/10-PA MERCHANDISE	135.14
			110-03-53103-357-000	11/10-ST MERCHANDISE	109.17
			110-05-55109-357-000	11/10-PA MERCHANDISE	33.31
			110-02-52204-385-000	11/10-FD#1 MERCHANDI	24.87
			110-03-53103-357-000	11/10-ST MERCHANDISE	24.67
			521-09-50101-249-000	11/10-AR MERCHANDISE	22.86
			110-05-55109-382-000	11/10-PA MERCHANDISE	22.36
			110-02-52203-357-000	11/10-FD#4 MERCHANDI	17.96
			110-03-53103-389-000	11/10-ST MERCHANDISE	15.80
			110-02-52203-357-000	11/10-FD#4 MERCHANDI	15.44
			501-09-50101-311-000	11/10-PW MERCHANDISE	12.99
				..... CHECK TOTAL	630.17
101209	12/15	DELL COMPUTERS	110-01-51102-539-000	SERVERS	3,561.26
			110-01-51102-539-000	SERVERS	3,561.26
			110-01-51102-539-000	SERVERS	3,561.26
			110-01-51102-539-000	SERVERS	3,561.26
			 CHECK TOTAL	14,245.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101210	12/15	WIS SCTF	110-00-21581-000-000	12/15/10 SAL DEDUCTS	7,776.35
101211	12/15	SUNSHINE SPECIALTIES	110-02-52110-311-000 110-02-52110-311-000	MINI BADGE PLATE SET-UP CHECK TOTAL	770.00 30.00 800.00
101212	12/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	12/15/10 M RIVERA	278.00
101213	12/15	HENRICKSEN & CO. INC.	422-11-50906-527-000	FURNITURE	116,039.35
101214	12/15	GRAINGER	521-09-50101-372-000 110-02-52203-344-000	10/10-AR PARTS/MATER 12/10-FD PARTS/MATER CHECK TOTAL	241.29 51.09 292.38
101215	12/15	J.K.R. SURVEYING, INC	758-09-50107-259-851	2103 45 AV-SURVEY	525.00
101216	12/15	HAPPENINGS MAGAZINE	222-09-50101-259-908 222-09-50101-259-908	11/10-AD TREELIGHT A 11/10-AD TREELIGHT A CHECK TOTAL	332.00 332.00 664.00
101217	12/15	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	11/10-BUS PARTS 12/10-BUS PARTS 11/10-BUS PARTS 11/10-BUS PARTS 11/10-BUS PARTS 11/10-BUS PARTS CHECK TOTAL	1,509.84 923.00 773.90 566.20 78.91 29.76 3,881.61
101218	12/15	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	11/10 TRANSIT COACH	1,298.00
101219	12/15	IAFF/NATIONWIDE	110-00-21574-000-000	12/1-15/10 CONTRIBS	20,173.99
101220	12/15	AIRGAS NORTH CENTRAL	206-02-52205-389-000	11/10 FD #5 OXYGEN C	45.63
101221	12/15	TACTRON INC	110-02-52203-369-000 110-02-52203-369-000	SINGLE ENGRAVED TAG ENGRAVED NAME TAG CHECK TOTAL	513.25 132.60 645.85
101222	12/15	J D BENEFITS, INC	110-00-21517-000-000	12/1-15/10 DEDUCTS	1,094.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101223	12/15	WE ENERGIES	217-06-51603-259-000	#5191179 GAS INSTL	296.00
101224	12/15	WE ENERGIES	217-06-51605-259-000	#5193522 GAS INSTL	192.00
101225	12/15	WE ENERGIES	217-06-51602-259-000	#5193520 GAS INSTL	192.00
101226	12/15	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	12/1-15/10 CONTRIBS	11,708.75
101227	12/15	RADIO ENGINEERING INDUSTRIES	520-09-50201-344-000	11/10 PARTS AND REPA	122.03
101228	12/15	KENOSHA PUBLIC MUSEUM	399-00-22215-000-000	DECEMBER INTEREST	12,375.00

GRAND TOTAL FOR PERIOD ***** 3,653,824.13