

AGENDA
PUBLIC SAFETY & WELFARE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, January 13, 2014 - 5:00 pm

Chairman:	Rocco J. LaMacchia, Sr	Vice Chairman:	Chris Schwartz
Aldersperson:	Anthony Kennedy	Aldersperson:	Michael J. Orth
Aldersperson:	Kevin E. Mathewson		

Call to Order
Roll Call

Approval of the minutes of the meetings held on December 9, 2013 and January 8, 2014.

1. Aldermanic Request for removal "No Parking" Signs on 24th Street from 30th Avenue top approximately 250 feet east. *(District 5) (Staff recommends a 90-day trial)*
2. Previous trial for Stop Signs at 19th Avenue and 37th Street Intersection. *(District 6) (Staff recommends approval)*
3. Previous trial for Stop Signs at 19th Avenue and 45th Street Intersection. *(District 6) (Staff recommends approval)*
4. Application of Sharon Wienke for a Towing Service License located at 6018 – 26th Avenue *(Pro Towing)*, upon surrender of a similar license at the same location from David Glasman *(Glasman Towing)*. *(3rd District)*
5. Resolution by Aldersperson Kevin Mathewson - To Require the Creation and Management of an Official City of Kenosha Facebook Page and Twitter Account. *(Referred from Council on 1/8/14) (Also referred to Finance and Public Works)*

CITIZEN COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

PUBLIC SAFETY & WELFARE COMMITTEE
Minutes of Meeting held Monday, December 9, 2013

A meeting of the Public Safety & Welfare Committee was held on Monday, December 9, 2013 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:20 pm by Chairman LaMacchia.

At roll call, the following members were present: Alderpersons Schwartz, Orth, Kennedy, and Mathewson. Staff members in attendance were: Michael Lemens, Director of Public Works; Shelly Billingsley, Deputy Director of Public Works/City Engineer; Sean Von Bergen, Assistant City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Dan Miskins; Rich Schroder, Deputy Director of Community Development and Inspections, and Alderperson Curt Wilson.

It was moved by Alderperson Orth, seconded by Alderperson Schwartz, to approve the minutes from the meeting held on Monday, November 11, 2013. Motion carried unanimously.

1. Alderman Request to remove "No Parking" on 35th Street East of 30th Avenue on the North Side. (*District 5*) (*Staff recommends approval for a 90-day trial*)

It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve.

Staff/Alderperson: Sean Von Bergen spoke.

Motion to approve carried unanimously.

2. Previous trial for a 4-Way Stop at 18th Avenue and 78th Street Intersection. (District 13) (Staff recommends approval)

It was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to approve.

Staff/Alderperson: Sean Von Bergen spoke.

Motion to approve carried unanimously.

3. Previous trial for a No Left Turn sign into Nash Elementary School between the hours of 7am - 9am and 2pm – 4pm on school days. (*District 17*) (*Staff recommends approval*)

It was moved by Alderperson Mathewson, seconded by Alderperson Kennedy to approve.

Staff/Alderperson: Sean Von Bergen, Chairman LaMacchia and Deputy Miskinis spoke.

Motion to approve carried unanimously.

4. Ordinance by Alderperson Kevin E. Mathewson - To Create Section 1.03 F.18 (*of the Code of General Ordinances*) Regarding the Procedure for a Presiding Officer to Participate in Debate. (*Referred from Council on 11/18/13*) (*Also referred to Public Works, Finance, Stormwater Utility and Licensing/Permit*) Chairman LaMacchia passed the gavel.

It was moved by Alderperson Mathewson, seconded by Chairman LaMacchia to open for discussion. No one spoke. It was then moved by Alderperson Mathewson, seconded by Chairman LaMacchia to approve. Motion carried unanimously.

5. Ordinance by Alderperson Kevin E. Mathewson - To Repeal and Recreate Various Sections of Chapters XVI, XXVII, and XXVIII (*of the Code of General Ordinances*) to Terminate the Board of Housing Appeals and to Designate the Finance Committee to Assume Appeal Duties. (*Referred from Council on 11/18/13*) (*Also referred to Finance*)

It was moved by Alderperson Mathewson, seconded by Alderperson Orth to approve.

Staff/Alderperson: Rich Schroeder, Alderperson Orth, Alderperson Mathewson, Chairman LaMacchia and Alderperson Kennedy spoke.

Motion failed 2-3 (with LaMacchia, Schwartz and Kennedy voting nay).

6. Ordinance by the Mayor - To Repeal and Recreate Subsection 16.13 b.2 (*of the Code of General Ordinances*) Regarding Board of Housing Appeals Membership of Boards; Quorum and Officers. (*Referred from Council on 12/2/13*)

It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to approve. Motion carried 4-1 (with Mathewson voting nay).

7. Approve date and time of the next meeting due to the Holidays.

It was moved by Alderperson Schwartz, seconded by Alderperson Orth to cancel the December 30, 2013 meeting. Motion carried 4-1 (with Alderperson Kennedy voting nay).

DISCUSSION ITEM:

1. 60th Street No Parking West of 30th Avenue – Michael Lemens, Chairman LaMacchia, and Deputy Miskinis spoke.

CITIZEN COMMENTS: Cliff Johnson commented on great job by the Police Department regarding the 57th street incident.

ALDERPERSON COMMENTS: Alderperson Mathewson thanked the Director of Public Works and Assistant City Engineer for the signage by St. Joseph High School. Alderperson Orth thanked everyone for a great year and Merry Christmas and Happy New Year. Chairman LaMacchia complimented on the Police Departments job well done for the 57th Street incident.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 5:49 pm.

PUBLIC SAFETY & WELFARE COMMITTEE
Minutes of Meeting held Wednesday, January 8, 2014

A special meeting of the Public Safety & Welfare Committee was held on Wednesday, January 8, 2014 in Room 100 of the Kenosha Municipal Building. The meeting was called to order at 6:37 pm by Chairman LaMacchia.

At roll call, the following members were present: Alderpersons Schwartz and Kennedy. Alderpersons Orth and Mathewson were excused. Staff members in attendance were: Michael Lemens, Director of Public Works; Shelly Billingsley, Deputy Director of Public Works/City Engineer; and Brian Wilke; Development Coordinator.

1. Special Exception Request to the Off-Street Parking Requirement (*of Section 6.01 F.19 and Section 6.01 F.29 of the Zoning Ordinance*) for the property at 11748-75th Street. (*Shell/Dunkin Donuts*) (*District #16*) (*Referred from Council on 12/16/13*)
Staff/Alderman: Brian Wilke spoke.
It was moved by Alderman Kennedy, seconded by Alderman Schwartz, to approve. Motion carried unanimously.

2. Vicious Dog Declaration Appeal – Misty Cvengros, 1601-57th Street (*Maddison, Golden Retriever Mix, Declared Vicious by the Kenosha County Division of Health December 16, 2013*). (*2nd District*) (*Referred from Council on 1/6/14*)
Public Hearing: Misty Cvengros spoke.
Staff/Alderman: Mark Melotik, Kenosha County Health Department, spoke.
It was moved by Alderman LaMacchia, seconded by Alderman Kennedy, to approve putting the pit bull down and save the golden retriever. Motion carried unanimously.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:50 pm.



Engineering Division
Shelly Billingsley
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director
Shelly Billingsley, P.E., Deputy Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

Date: January 10, 2014

To: Alderman Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

From: Sean Von Bergen, P.E.
Assistant City Engineer

Subject: ***Aldermanic Request to Remove “No Parking” Signs on 24th Street from 30th Avenue to approximately 250 feet east.***

BACKGROUND INFORMATION:

Alderman Rocco LaMacchia is requesting, on behalf of the resident at 2405 30th Avenue, for the removal of the “No Parking” signs on 24th Street from 30th Avenue to approximately 250 feet east. The resident currently has no on-street parking either in front of his house on 30th Avenue or on the side of his house on 24th Street. A diagram showing the no parking sign layout with restrictions is shown in Attachment 1.

Per Resolution No. 170-77, parking is restricted on the south side of 24th Street from 30th Avenue eastward a distance of approximately 250 feet – at any time.

Staff inspected the location of inquiry and found that 24th Street has an “S” curve that ends approximately 250 feet east of 30th Avenue. Parking is restricted from 30th Avenue through the end of the “S” curve for eastbound traffic on the south side of the road, while westbound traffic has three chevron alignment arrows (MUTCD sign W1-8) warning traffic of the upcoming curve also located on the south side of the road. Cars parked in the “S” curve would block the existing chevron arrows, creating a safety hazard for traffic entering the curve from the east. Once traffic is west of the “S” curve, parking has a minimal impact.

Staff reviewed the street in question and we believe unrestricted parking could be allowed on the south side of 24th Street from 30th Avenue to approximately 130 feet east (see Attachment 2). To accommodate this the western most NO PARKING sign shown in Attachment 1 should be removed and reinstalled with a NO PARKING BETWEEN SIGNS sign that point east. The NO PARKING HERE TO CORNER sign also shown in Attachment 1 should be removed and a second NO PARKING BETWEEN SIGNS sign that points west should be installed in its place.

RECOMMENDATION:

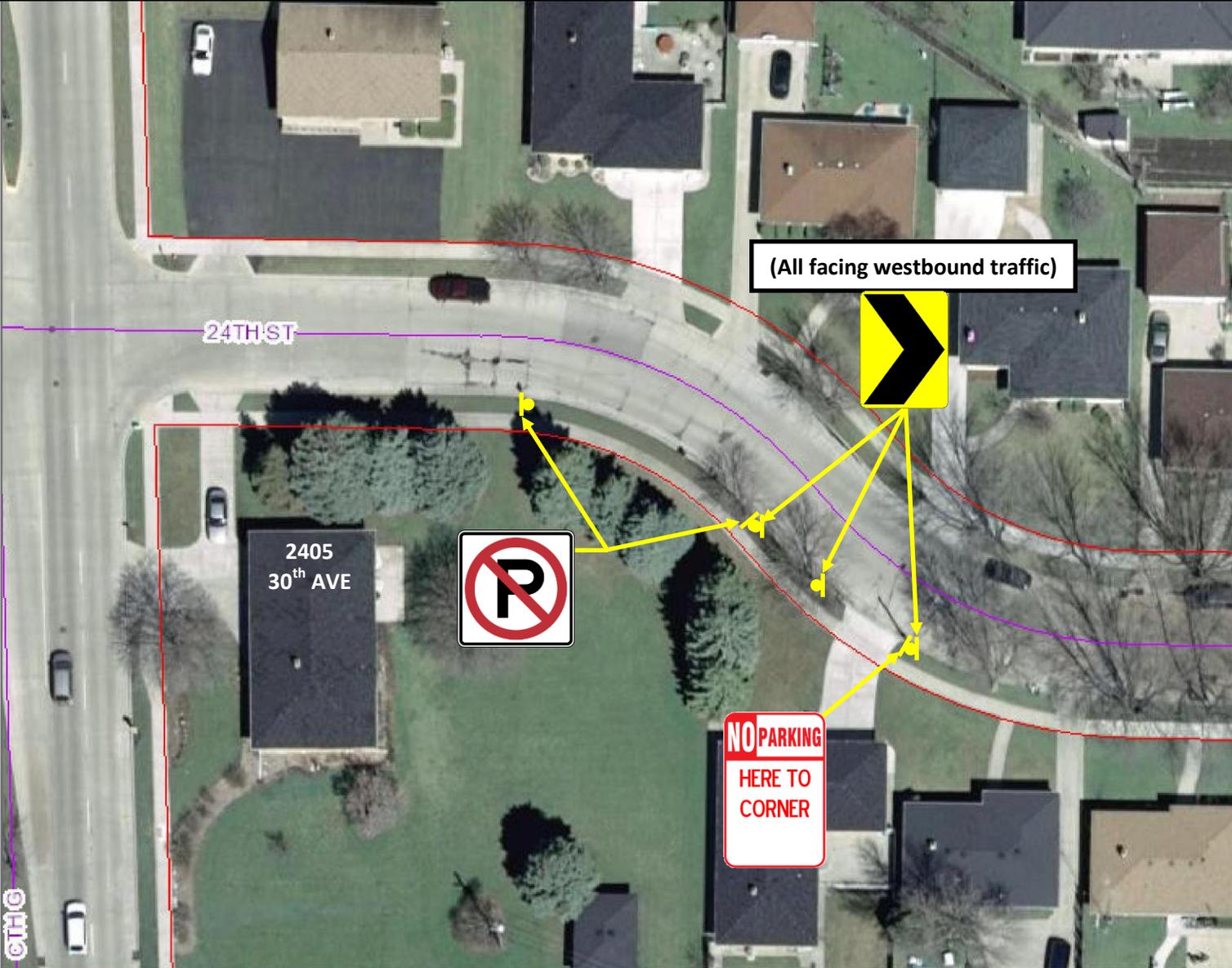
Staff recommends a 90-day trial for the removal of the “No Parking” restriction from 30th Avenue to 130 feet east of 30th Avenue.

Per Resolution 170-77 Parking is restricted along the south side of 24th Avenue from 30th Avenue eastward a distance of approximately 250 at any time.



24th Street
30th Avenue to
approximately 250
feet east

Parking Restrictions



1 inch = 50 feet

DISCLAIMER 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 other sources affecting the area 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 Kenosha County.



**24th Street
30th Avenue to
approximately 250
feet east**

**Proposed Parking
Restrictions**



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Date Printed: 11/14/2013



Engineering Division
Shelly Billingsley
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS

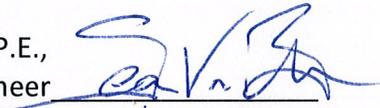
Michael M. Lemens, P.E., Director
Shelly Billingsley, P.E., Deputy Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

Date: January 10, 2014

To: Alderman Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

From: Sean Von Bergen, P.E.,
Assistant City Engineer


1/10/2014

CC: Alderman Todd Ohnstad
District 6

Subject: ***Previous Trial for a 2-Way Stop at 19th Avenue and 37th Street Intersection***

BACKGROUND INFORMATION:

This request has been on trial as indicated with no complaints or problem reported.

RECOMMENDATION:

Staff recommends approval of the Stop signs on 37th Street at 19th Avenue.

The following addition to Chapter VII section 7.12 C is recommended:

"All vehicles travelling on 37th Street shall stop before entering the intersection or crossing 19th Avenue".



Engineering Division
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Director of Engineering
Fleet Maintenance
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Superintendent
Park Division
Jeff Warnock
Superintendent

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Waste Division
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DEPARTMENT OF PUBLIC WORKS

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Date: August 21, 2013

To: Alderman Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

From: Shelly Billingsley, P.E.,
City Engineer/Deputy Director of Public Works

CC: Todd Ohnstad,
6th District

Subject: *Aldermanic Request for Stop Signs at 19th Avenue and 37th Street Intersection*

BACKGROUND INFORMATION

Alderman Ohnstad is requesting for a 2-Way Stop control at 19th Avenue and 37th Street to improve traffic safety and to implement a countermeasure for right-of-way related crashes. The said intersection is a 4-leg uncontrolled intersection. 19th Avenue is considered the major street because it is 36 feet wide and has an average daily traffic of about 218 vehicles as compared to 37th Street, which is 27 feet wide and has an average daily traffic of about 156 vehicles.

Four right-of-way crashes were recorded at this intersection in the last four years. Motorists entering the intersection at the same time were the cause of all four crashes. A review of traffic control in the area indicated that 37th Street is uncontrolled for about five Blocks while 19th Avenue is controlled at every other intersection. A layout of intersection control is attached.

Based on the cause of the crashes, the traffic control layout in the area and by virtue of 37th Street being narrower and having less traffic volume, Stop control on 37th Street for eastbound and westbound traffic could mitigate the right-of-way crashed at the said intersection.

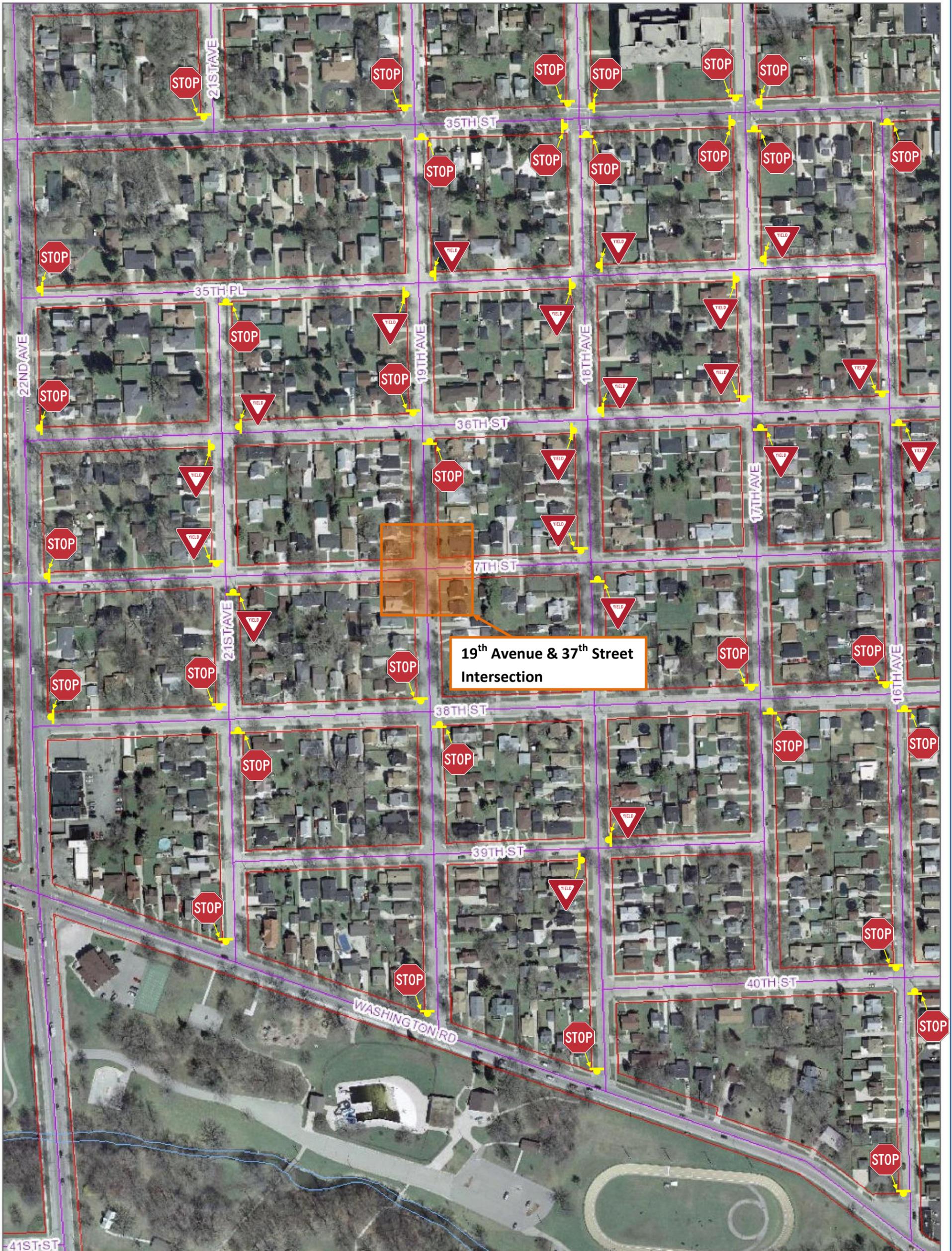
RECOMMENDATION

Staff recommends a 90-day trial for Stop signs on 37th Street, controlling eastbound and westbound traffic at 19th Avenue and 37th Street Intersection.

Intersection Control near 19th Avenue & 37th Street



1 inch = 210 feet
Date Printed: 7/18/2013





Engineering Division
Shelly Billingsley
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

Street Division
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Waste Division
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Date: January 10, 2014

To: Alderman Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

From: Sean Von Bergen, P.E.,
Assistant City Engineer

[Handwritten signature of Sean Von Bergen]
1/10/2014

CC: Alderman Todd Ohnstad
District 6

Subject: ***Previous Trial for a 2-Way Stop at 19th Avenue and 45th Street Intersection***

BACKGROUND INFORMATION:

This request has been on trial as indicated with no complaints or problem reported.

RECOMMENDATION:

Staff recommends approval of the Stop signs on 19th Avenue at 45th Street.

The following addition to Chapter VII section 7.12 C is recommended:

"All vehicles travelling on 19th Avenue shall stop before entering the intersection or crossing 45th Street".



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Date: August 22, 2013

To: Alderman Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

From: Shelly Billingsley, P.E.,
City Engineer/Deputy Director of Public Works

CC: Todd Ohnstad,
6th District

Subject: *Aldermanic Request for Stop Signs at 19th Avenue and 45th Street Intersection*

BACKGROUND INFORMATION

Alderman Ohnstad is requesting, on behalf of his constituents, for Stop control on 19th Avenue at the intersection with 45th Street. Residences in the neighborhood claim that it is challenging for northbound motorists to see oncoming traffic on 45th Street. 19th Avenue and 45th Street is a 4-leg intersection with a 50 feet offset between the north leg and the south leg.

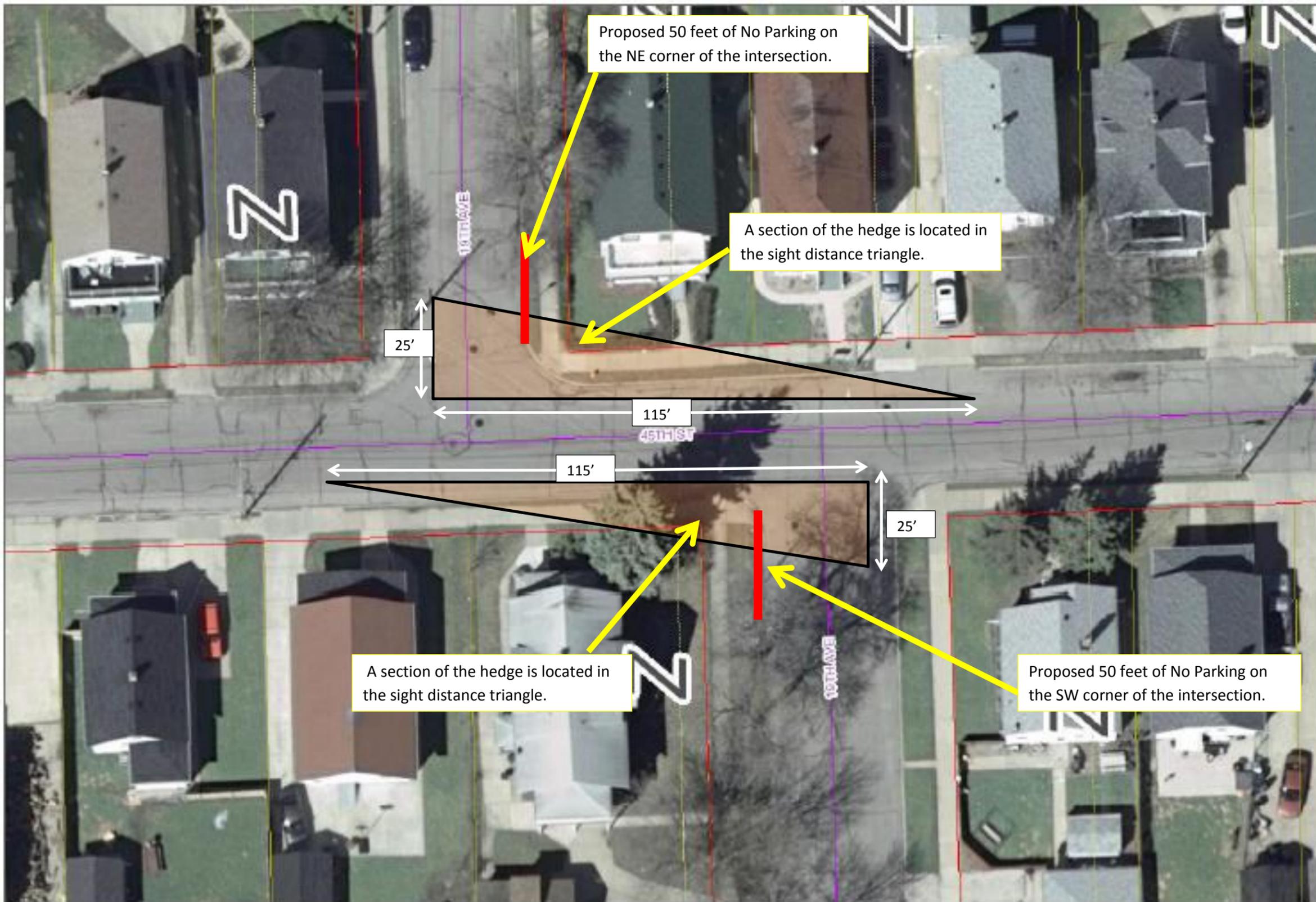
Staff inspected the said intersection and observed that hedges at the northeast and southwest corners of the intersection are located within the sight-distance triangle as illustrated in Exhibit I. The limitation of the sight-distance is made worse when cars are parked too close to the intersection. Staff also noticed that parked cars too close to the intersection impair turning movement and significantly reduce the capacity at the intersection. These safety concerns could be mitigated by installing a Stop control on 19th Avenue and restricting parking on the northeast and southwest corners of the intersection. Furthermore, the Stop control on 19th Avenue is consistent with the City's practice to control the minor street. A sign layout for the neighborhood is illustrated in Exhibit II.

RECOMMENDATION

Staff recommends a 90-day trial for a 2-Way Stop signs on 19th Avenue to control northbound and southbound traffic.

19TH AVENUE AND 45TH STREET INTERSECTION
STOP CONTROL INVESTIGATION

EXHIBIT I



Proposed 50 feet of No Parking on the NE corner of the intersection.

A section of the hedge is located in the sight distance triangle.

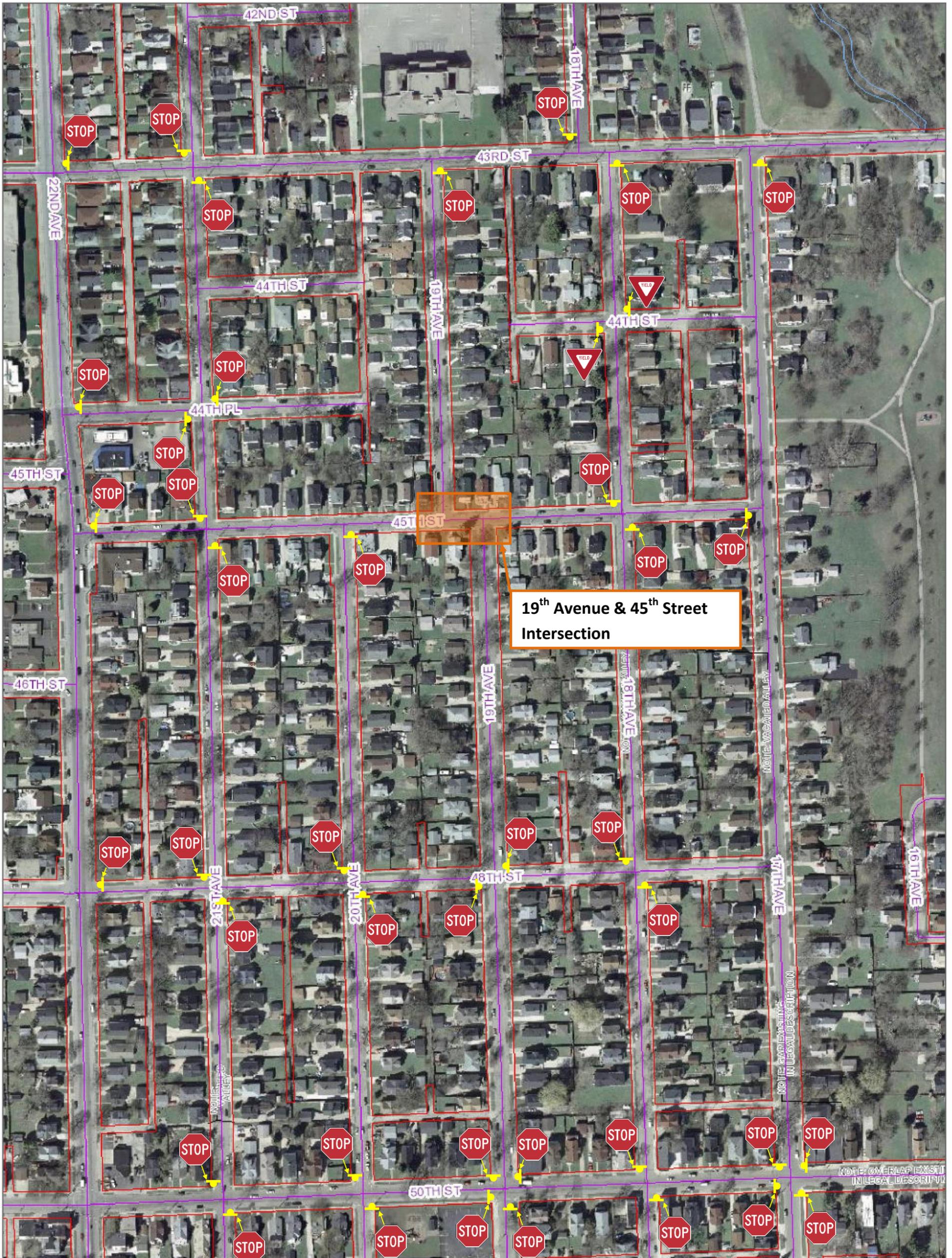
A section of the hedge is located in the sight distance triangle.

Proposed 50 feet of No Parking on the SW corner of the intersection.



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Intersection Control near 19th Avenue & 45th Street



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ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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EMAIL PUBLICWORKS@KENOSHA.ORG

January 10, 2014

To: Rocco L. LaMacchia, Sr., Chairman,
Public Safety & Welfare Committee

From: Michael M. Lemens, P.E. _____
Director of Public Works

Subject: Application of Sharon Wienke for a Towing Service License located at 6018 – 26th Avenue
(*Pro Towing*), upon surrender of a similar license at the same location from David Glasman
(*Glasman Towing*). (*3rd District*)

BACKGROUND INFORMATION

Per Ordinance 13.12 C. "A licensed tower may not relocate his principal place of business or storage lot without first obtaining the permission of the Common Council following review thereof by the Public Safety & Welfare Committee. City towing licenses may not be transferred or assigned without prior approval of the Common Council following review thereof by the Public Safety & Welfare and Finance Committees.", the City Clerks Department has prepared the following backup.

RECOMMENDATION

Staff has no recommendation.

MML/dh

APPLICATION FOR TOWING SERVICE LICENSE
City of Kenosha Ordinance Section 13.12

E-MAILED DEC 09 REC'D PS #01/13
RECEIVED
DEC - 9 2013
CITY OF KENOSHA
CITY CLERK-TREASURER
KP 1/13
CC 1/22
NA

Type: 142
Fee: \$100/year
Expires: June 30th

Check one: Corporation Partnership Individual
Check one: Original Application Renewal Application

1. Name Sharon Wientke DBA Pro Towing
05/11/85

If an individual, complete the following:

Address (House/City/State/Zip) 3727 60th St Kenosha WI 53143

Email: Pro-towing@yahoo.com

If a corporation, complete the following:

A. Place of incorporation _____

B. Names and addresses of officers (House/City/State/Zip) _____

If a partnership or association, complete the following:

A. Names and addresses of partners or associates (House/City/State/Zip): _____

2. Address of Principal Place of Business 6018 26th Ave Kenosha WI 53143 NOTE: Principal place of business and storage lot must be within the City, or if outside of the City, within one (1) air mile of the City limits proper, excluding any City islands.

3. If Principal Place of Business is Outside City Limits, What is the Distance in Air Miles to the City Limits Proper, Excluding any City Islands? N/A

4. Telephone # of Principal Place of Business 262-321-4424

5. Describe Security for Storage Lot 8ft cyclone fence, covered, barbed wire, locked, security cameras & lights

6. How Many Vehicles Can be Kept in the Storage Lot? 30

7. Number of Towing Vehicles in Service at Time of this Application 2

NOTE: Applicant must own or exclusively lease for the license period two (2) tow trucks - one (1) of which shall have a minimum four (4) ton winch capacity and one (1) of which shall have a minimum GVW of 12,000 pounds and a minimum eight (8) ton winch. As an alternative for the tow truck with a minimum GVW of 12,000 pounds and a minimum eight (8) ton winch a flat bed truck with a minimum GVW of 20,000 pounds and a minimum four (4) ton winch, with a compatible hydraulic combination of eight (8) tons, may be substituted. Each truck shall be equipped with a two-way commercial radio, lights and such other safety devices as will comply with Chapter 347, Wisconsin Statutes, a rubber tow sling, a dolly, 100 feet of tow cable, and equipment for cleaning up glass and debris at an accident scene. City assignments must be given to priority as a condition of holding a license.

8. Description of Towing Vehicles:

a. Model Name International

Vehicle I.D.# 1HTSCABM8XH584782

State License # GD41648

Gross Weight 26,000 lb

Winch Capacity 8'000 lb

Owned or Leased owner

b. Model Name Gmc

Vehicle I.D.# 1GD5J6C1G7F409335

State License # GD48923

Gross Weight 26,000

Winch Capacity 8000 lb

Owned or Leased leased

c. Model Name _____

Vehicle I.D.# _____

State License # _____

Gross Weight _____

Winch Capacity _____

Owned or Leased _____

d. Model Name _____

Vehicle I.D.# _____

State License # _____

Gross Weight _____

Winch Capacity _____

Owned or Leased _____

e. Model Name _____

Vehicle I.D.# _____

State License # _____

Gross Weight _____

Winch Capacity _____

Owned or Leased _____

9. Other Equipment on Towing Vehicles, Listed Above, Including Length of Cable:

A. Vehicle a. above Wheelift 125 ft double boom

B. Vehicle b. above Flatbed wheelift 125 ft cable

C. Vehicle c. above _____

D. Vehicle d. above _____

E. Vehicle e. above _____

10. Copies of the Following Must Accompany this Application:

- A. State of Wisconsin License Carrier Permit Check if attached
- B. Police Inspection Report of Storage Lot, dated within 45 days of Licensing/Permit Committee Review of Application. Check if attached
- C. An Indemnity and Hold Harmless Agreement Pursuant to Section 13.12 E.(4), Code of General Ordinances of the City of Kenosha. Check if attached
- D. Certificate of Insurance Pursuant to Section 13.12 E.(8), Code of General Ordinances of the City of Kenosha. Check if attached
- E. Copy of Lease, Agreement or Proof of Ownership on Storage Lots and Towing Vehicles Which are Leased. Check if attached
- F. Safety Maintenance Certification form, completed by an Automotive Service Excellence (A.S.E.) Certified Technician for all towing vehicles. Check if attached

The undersigned, under oath, does state that the information herein submitted is true and correct to the best of his or her knowledge.

Dated at Kenosha, Wisconsin this 9 day of December, 2013.

Sharon Wienke for Pro Towing
Individual/Partner/President of Corporation

Partner/Secretary of Corporation

Partner

STATE OF WISCONSIN }
 } SS
COUNTY OF KENOSHA }

Subscribed and sworn to before me this 9 day of

December, 2013.

Michael L. Olson

Notary Public, Kenosha County, WI

My commission expires/is: 4-11-17

FOR OFFICE USE ONLY

Date Filed/Received 12/9/13 mn

Date Issued _____

Personal Property Taxes Paid Yes No N/A amount due

SURRENDER OF TOWING LICENSE PURSUANT TO SECTION 13.12 OF
THE CODE OF GENERAL ORDINANCES

Glasman Towing

hereby surrenders their license to the City Clerk of the City of Kenosha, to
effectuate the transfer of said license to (Pro Towing) Sharon Wienke

This surrender shall permit ~~012217 140002 142~~ Glasman Towing

to tow automobiles in accordance with Section 13.12 of the Code of General
Ordinances for the City of Kenosha until the application of
Sharon Wienke Towing License DBA Pro Towing
has been approved by the Committee on Public Safety & Welfare and any other
City committee or agency including the Common Council for the City of Kenosha.

Dated this 12 day of Dec, 2013, at Kenosha,
Wisconsin.

David Glassman Glasman Towing

INDEMNITY AND HOLD HARMLESS AGREEMENT
(Towing License)

The undersigned, for and in consideration of being granted and issued a City Towing License, under authority of Section 13.12, Code of General Ordinances, herein and hereby agrees to indemnify and hold harmless the City of Kenosha, Wisconsin, and its offices and employees from any and all judgments, awards, costs, expenses and attorney fees which they may sustain, incur or be required to pay as a result of any person or party sustaining or suffering death, personal injury or property damage as a result of any act or omission Sharon Wienke DBA Pro Towing of arising out of the towing or storage of vehicles under authority of a towing license granted and issued by the City of Kenosha, Wisconsin.

Sharon Wienke DBA
Pro Towing
Dated: 12/9/13

Subscribed and sworn to before me
this 9 day of December, 2013.

Michael L Nelson
Notary Public, Kenosha County, WI

My Commission expires: 4-11-17

**STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
INTRASTATE MOTOR CARRIER AUTHORITY**

LC86388

SHARON WIENKE
3727 60TH ST
KENOSHA, WI 53144

US DOT 2455609
WI-560129

The above-named carrier is fit, willing and able to engage in intrastate transportation of property for hire by motor vehicle over regular or irregular routes on the highways of this state.

ISSUED: December 4, 2013



Equipment Lease Agreement

This equipment lease ("lease") is made effective as of Dec 1-13 (Date), by and between Chris Sinar Towling ("lessor") and P 10 Towling ("Lessee"). The agreement of the parties is as follows:

1. Equipment subject to lease. Lessor shall Lease the following Equipment:

2007 - GMC Flatbed Tow Truck.
VIN# 1GDJG6C1GK2F409335

2. Payment Terms. The lessee shall make 20 monthly payments of \$100⁰⁰, and shall be due on the first day of each month.

3. Security Deposit. Lessee shall pay a security deposit \$500⁰⁰, at the time this lease is signed. This deposit will be returned to the lessee at the termination of this lease, subject to the option of the lessor applying it against the lease charges and damages.

4. Lease term. This lease shall begin on the above effective date and shall terminate on 'open'

5. Operation and Care of Equipment. The equipment must be used and operated in a careful and appropriate manner.

6. Maintenance and Repair. Lessee shall maintain at the lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear.

7. Equipment Return at the end of Lease. At the end of the lease term, the lessee shall be obligated to return the equipment to the lessor at the lessee's expense.

The parties herein have executed this Equipment Lease Agreement.

David Sinar 12-1-13

Lessor [Signature] Date 12-1-13

Lessor _____ Date _____

LICENSEE NAME (OWNER) Bronwenke CITY LICENSE NO. _____

COMPANY NAME Power Towing

TYPE OF INSPECTIONS (CHECK ONE): NEW RENEWAL _____ 6 MONTH _____

VEHICLE INSPECTED: MAKE GMC; YEAR 2007

VEHICLE IDENTIFICATION NO. 1GDJ6C1GX7P409335; STATE LICENSE PLATE NO. WT

WAS/AROUND INSPECTION	UNDER HOOD	
Operation of all exterior lights. <input checked="" type="checkbox"/>	Check radiator for leaks/looseness. <input checked="" type="checkbox"/>	Transmission/transaxle mounts. <input checked="" type="checkbox"/>
All reflectors and lenses <input checked="" type="checkbox"/>	Check nonelectric cooling fan for play. <input checked="" type="checkbox"/>	Driveline/U-joints/support bearings. <input checked="" type="checkbox"/>
Mirror mounts and glass. <input checked="" type="checkbox"/>	Pressure test cooling system. <input checked="" type="checkbox"/>	Engine exhaust system. <input checked="" type="checkbox"/>
Vehicle body/paint. <input checked="" type="checkbox"/>	Coolant hoses/recovery system. <input checked="" type="checkbox"/>	Inspect rear axle for oil leaks (if applicable) <input checked="" type="checkbox"/>
Bumpers. <input checked="" type="checkbox"/>	Record coolant protection level. <u>-30</u>	Rear suspension. <input checked="" type="checkbox"/>
Hood/door/truck hatch hinges. <input checked="" type="checkbox"/>	Pressure test radiator cap. <input checked="" type="checkbox"/>	Rear brakes and hydraulic lines. <input checked="" type="checkbox"/>
Windshield/windows. <input checked="" type="checkbox"/>	Tension/Condition of all belts. <input checked="" type="checkbox"/>	Parking brake cables/operation. <input checked="" type="checkbox"/>
Roof. <input checked="" type="checkbox"/>	Power steering fluid level/hoses. <input checked="" type="checkbox"/>	Record rear brake lining thickness.
INTERIOR	All accessory mounts/brackets. <input checked="" type="checkbox"/>	Inspect rear brake drum/rotor condition. <input checked="" type="checkbox"/>
Seats/seatbelts/shoulder harness <input checked="" type="checkbox"/>	Fuel throttle linkage/cables. <u>N/A</u>	Fuel tank/supports/lines/cap. <input checked="" type="checkbox"/>
Door locks/latches/releases. <input checked="" type="checkbox"/>	Check engine for major oil leaks. <u>NO LEAKS</u>	DRIVE TEST
Floorboard and covering. <input checked="" type="checkbox"/>	Integrity of air intake system <input checked="" type="checkbox"/>	Operation of vehicle systems at normal. <input checked="" type="checkbox"/>
Interior lighting. <input checked="" type="checkbox"/>	Wiring/connections to electrical devices. <input checked="" type="checkbox"/>	Engine throttle response & performance. <input checked="" type="checkbox"/>
Instrument panel warning lights/gauges. <input checked="" type="checkbox"/>	Battery area. <input checked="" type="checkbox"/>	Observe exhaust for excessive smoke. <input checked="" type="checkbox"/>
Engine operation. <input checked="" type="checkbox"/>	Check/record battery state of charge and load. <u>NEW</u>	Transmission/clutch operation. <input checked="" type="checkbox"/>
Horn operation. <input checked="" type="checkbox"/>	Ignition/distributor system. <u>N/A</u>	Operation of all gauges & indicators. <input checked="" type="checkbox"/>
Heater/A/C-Defroster controls. <input checked="" type="checkbox"/>	Emissions related component-visual. <u>N/A</u>	Steering wheel travel or bind. <u>NO</u>
Rear view mirror/sun visors. <input checked="" type="checkbox"/>	Check all fluid levels. <input checked="" type="checkbox"/>	Observe road handling. <input checked="" type="checkbox"/>
Parking brake operation. <input checked="" type="checkbox"/>	UNDER CAR/CHASSIS	Test brake operation at various road speeds. <input checked="" type="checkbox"/>
Windshield, door and rear glass. <input checked="" type="checkbox"/>	Steering gear/rack & pinion mounts. <input checked="" type="checkbox"/>	Parking brake operation. <input checked="" type="checkbox"/>
Switches & accessories operation. <input checked="" type="checkbox"/>	Steering shaft and linkage. <input checked="" type="checkbox"/>	Listen for any unusual noises. <input checked="" type="checkbox"/>
Steering wheel free travel. <input checked="" type="checkbox"/> <u>about 1/2 in</u>	Check ball joints for wear. <input checked="" type="checkbox"/>	
Clutch pedal free travel (if applicable). <u>N/A</u>	Check struts/shocks for leaks. <input checked="" type="checkbox"/>	
TIRES/WHEELS	Front wheel bearing adjustments. <input checked="" type="checkbox"/>	
Regular wear (alignment). <input checked="" type="checkbox"/>	C.V. Shafts and boots. <u>N/A</u>	
Cuts and sidewall damage. <u>NO</u>	Front brakes and hydraulic lines. <input checked="" type="checkbox"/>	
Inspect valve caps. <u>GOOD</u>	Front brake drum/rotor condition. <u>GOOD</u>	Wear limits, out of service criteria, and specifications are obtained by the vehicle or component manufacturer. Accepted industry standards, practices and methods should be followed while performing the inspections.
Inspect thread depth at three locations -- 2/32"	Record front brake lining thickness. <u>NEW</u>	
Record thread depth for each tire. <u>3/32 1/32 3/32</u>	Record front brake rotor thickness.	
Check/record tire pressure. Include spare. <u>100</u>	Brake vacuum/hydroboost operation. <input checked="" type="checkbox"/>	
Wheelnut torque.	Front springs and mounts. <input checked="" type="checkbox"/>	
Missing or damaged axle studs. <u>NO</u>	Engine supports/cushions. <input checked="" type="checkbox"/>	
Bent/damaged wheels. <u>NO</u>	Starter and cables. <input checked="" type="checkbox"/>	
Check for spare & jack/lug wrench. <u>Yes</u>	Check for under car fluid leaks. <input checked="" type="checkbox"/>	

IS VEHICLE SATISFACTORY AND SAFE FOR USE? Yes

DATE OF INSPECTION Dec-05-13

NAME OF BUSINESS PERFORMING INSPECTION Porcano Ford

NAME OF PERSON PERFORMING INSPECTION Matthew R Lack

INSPECTOR'S AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATE NUMBER ASE 1592-5345 EXPIRES 12-31-13 (ATTACH COPY)

SIGNATURE OF INSPECTOR M. R. Lack

CITY OF KENOSHA SAFETY AND PERFORMANCE CHECKLIST - TYPE OF VEHICLE Towing (i.e. Taxicab, Towing, Ice Cream Truck)

LICENSEE NAME (OWNER) Sharon Wenke CITY LICENSE NO. _____

COMPANY NAME Pro Towing

TYPE OF INSPECTIONS (CHECK ONE): NEW RENEWAL _____ 6 MONTH _____

VEHICLE INSPECTED: MAKE International; YEAR 1999

VEHICLE IDENTIFICATION NO. 1H1TSCABMBX4H584782 STATE LICENSE PLATE NO. GD 41648

WALK AROUND INSPECTION	UNDER HOOD	
Operation of all exterior lights. ✓	Check radiator for leaks/looseness.	Transmission/transaxle mounts. ✓
All reflectors and lenses ✓	Check nonelectric cooling fan for play.	Driveline/U-joints/support bearings. ✓
Mirror mounts and glass ✓	Pressure test cooling system.	Engine exhaust system. ✓
Vehicle body/paint. ✓	Coolant hoses/recovery system.	Inspect rear axle for oil leaks (if applicable). ✓
Bumpers. ✓	Record coolant protection level.	Rear suspension. ✓
Hood/door/truck hatch hinges. ✓	Pressure test radiator cap.	Rear brakes and hydraulic lines. ✓
Windshield/windows. ✓	Tension/Condition of all belts.	Parking brake cables/operation. ✓
Roof. ✓	Power steering fluid level/hoses.	Record rear brake lining thickness. ✓
INTERIOR	All accessory mounts/brackets.	Inspect rear brake drum/rotor condition. ✓
Seats/seatbelts/shoulder harness ✓	Fuel throttle linkage/cables.	Fuel tank/supports/lines/cap. ✓
Door locks/latches/releases. ✓	Check engine for major oil leaks.	DRIVE TEST
Floorboard and covering ✓	Integrity of air intake system	Operation of vehicle systems at normal. ✓
Interior lighting ✓	Wiring/connections to electrical devices.	Engine throttle response & performance. ✓
Instrument panel warning lights/gauges ✓	Battery area.	Observe exhaust for excessive smoke. ✓
Engine operation ✓	Check/record battery state of charge and load.	Transmission/clutch operation. ✓
Horn operation ✓	Ignition/distributor system.	Operation of all gauges & indicators. ✓
Heater-A/C-Defroster controls ✓	Emissions related component-visual.	Steering wheel travel or bind. <u>NO</u>
Rear view mirror/sun visors. ✓	Check all fluid levels.	Observe road handling. ✓
Parking brake operation. ✓	UNDER CAR/CHASSIS	Test brake operation at various road speeds. ✓
Windshield, door and rear glass. <u>All Good</u>	Steering gear/rack & pinion mounts. ✓	Parking brake operation. ✓
Switches & accessories operation. ✓	Steering shaft and linkage. ✓	Listen for any unusual noises. ✓
Steering wheel free travel. <u>None</u>	Check ball joints for wear. ✓	
Clutch pedal free travel (if applicable) <u>N/A</u>	Check struts/shocks for leaks. ✓	
TIRES/WHEELS	Front wheel bearing adjustments. ✓	
Irregular wear (alignment). <u>NO</u>	C.V. Shafts and boots. <u>N/A</u>	
Cuts and sidewall damage. <u>NO</u>	Front brakes and hydraulic lines. ✓	
Inspect valve caps. <u>1 missing Good</u>	Front brake drum/rotor condition. <u>NEW</u>	Wear limits, out of service criteria, and specifications are obtained by the vehicle or component manufacturer. Accepted Industry standards, practices and methods should be followed while performing the inspections.
Inspect thread depth at three locations - 2/32"	Record front brake lining thickness	
Record thread depth for each tire. <u>9/32 9/32 11/32 13/32 13/32 9/32</u>	Record front brake rotor thickness. <u>GOOD</u>	
Check/record tire pressure. Include spare tire.	Brake vacuum/hydroboost operation. ✓	
Wheelnut torque. <u>Tight</u>	Front springs and mounts. ✓	
Missing or damaged axle studs. <u>NO</u>	Engine supports/cushions. ✓	
Bent/damaged wheels. <u>NO</u>	Starter and cables. ✓	
Check for spare & jack/lug wrench. ✓	Check for under car fluid leaks. <u>NO LEAKS</u>	

IS VEHICLE SATISFACTORY AND SAFE FOR USE? Yes

DATE OF INSPECTION Dec 05-13

NAME OF BUSINESS PERFORMING INSPECTION Porcavo Ford

NAME OF PERSON PERFORMING INSPECTION Matthew R Laack

INSPECTOR'S AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATE NUMBER ASE 1392-5345 EXPIRES 12-31-13 (ATTACH COPY)

SIGNATURE OF INSPECTOR Matthew R Laack



National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

Matthew R Laack
Racine, WI 53404
ASE ID: ASE-1392-5345

Created: December 05, 2013
9:50:19 AM

This individual currently has the ASE certification status shown below:



Current ASE Designations

Certificates	Test Series
Automobile Technician	A: Auto

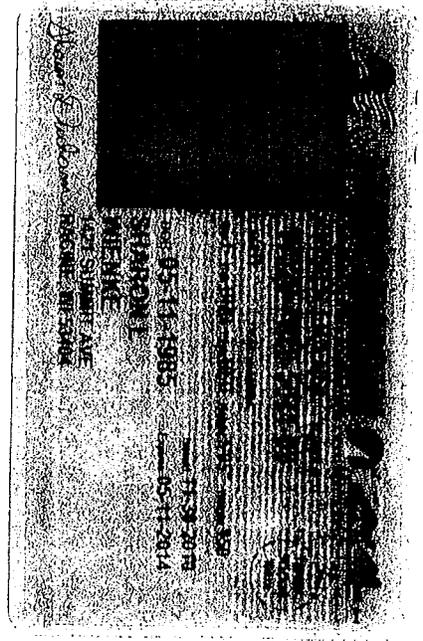
ASE Certification Details

Test	Description	Expiration Date	Status
A1	Engine Repair	12/31/2013	Current
A2	Automatic Transmision/Transaxle	06/30/2012	Expired
A3	Manual Drive Train & Axles	06/30/2009	Expired
A4	Suspension & Steering	06/30/2013	Expired
A5	Brakes	12/31/2013	Current
A6	Electrical/Electronic Systems	06/30/2010	Expired
A7	Heating & Air Conditioning	12/31/2012	Expired
A8	Engine Performance	06/30/2011	Expired

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. You can download the Work Experience Form at www.ase.com.

Any expired certification can be reinstated by taking the corresponding recertification test. If you have any questions, please contact us.

Sincerely,
ASE Customer Service
E-mail: asehelp@ase.com



1000 SHIMMER AVE
ROSELAND, NJ 07068

SHIMMER
MUSIC

800-44-4985

05-11-2014

Kenosha Police Department
Public Safety Building
1000 -- 55th Street
Kenosha, WI 53140-3794
(262) 605-5200



JOHN W. MORRISSEY
Chief of Police

DANIEL G. MISKINIS
Deputy Police Chief

DATE : DECEMBER 11, 2013
TO : CITY CLERK DEBBIE SALAS
FROM : INSPECTOR LEWIS LINDQUIST
SUBJECT : **NEW TOWING LICENSE APPLICATION**
NO ADVERSE RECOMMENDATION

The Kenosha Police Department performed the required inspection in the storage lot for a NEW Towing License and found that they are in compliance with City Ordinance. The storage lot is located at 6018-26th Avenue.

<u>Business</u>	<u>Address</u>	<u>Phone</u>	<u>Contact Person</u>
Pro Towing	6018-26 th Avenue	321-4424	Sharon Wienke

Attached is the copy of the Storage Lot Check List.

For your information.

Inspector Lewis Lindquist

INSPECTOR LEWIS LINDQUIST

Cc: Attorney Matthew Knight



The mission of the Kenosha Police Department is to serve all people with respect, fairness and compassion. We are committed to preserving peace, order and safety: enforcing laws and ordinances: and safeguarding constitutional rights.

Storage Lot Renewals
Check List

Name of Business Pro Towing Contact Person Sharon L. Wienke

Address 3727-60th Street Phone Number 321-4424

6018-26 Ave.

Checklist	Yes	No	Comments
Is the Storage Lot completely enclosed with a 6 foot fence?	X		
Is there reasonable Protection from Theft/Vandalism?	X		
Is any side of the fence viewable from a public thoroughfare?	X		
Is the fence constructed to screen the view of the stored vehicles?	X		
Outside Storage - Minimum of 30 vehicles	X		
Inside Storage - Minimum of 2 vehicles	X		
Is the Storage Lot located at the principle place of business?	X		

Inspection Conducted by: Robin [Signature] Date of Inspection: 12-10-13

Commercial Lease

This lease is made between Benson Family Trust
of 6018 Dale Ave Kenosha WI herein called Lessor, and
Sharon Wience dba Pro Towing of 6018 Dale Ave
Kenosha WI Herein called Lessee. Lessee hereby offers to lease from Lessor the
premises situated in the City of Kenosha, County of Kenosha
State of Wisconsin described as _____

upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of open years, commencing November 25, 2013, and terminating on open lease, 20____, or sooner as provided herein at the annual rental of three hundred dollar Dollars (\$ 300.00) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

2. **Use.** Lessee shall use and occupy the premises for Towing yard & office space. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: _____

which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services. In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to

lease the same to inspect the premises thereafter.

9. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces. Lessee hereby leases from Lessor _____ spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental _____ Dollars (\$ _____) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

10. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.

11. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.

12. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

13. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

14. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease

shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

16. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of 1000.00 Dollars (\$ 1000.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

17. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

18. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

19. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

22. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

24. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 25th day of November, 2013

Lessor: Lenora Family Trust

Lessee: Alan Wick DBA Pro Towing

Rental Agent: [Signature]



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

January 10, 2013

To: Rocco L. LaMacchia, Sr., Chairman,
Public Safety & Welfare Committee

Daniel Prozanski, Chairman
Finance Committee

Eric Haugaard, Chairman
Public Works Committee

From: Michael M. Lemens, P.E. _____
Director of Public Works

Subject: Resolution by Alderperson Kevin Mathewson - To Require the Creation and Management of an Official City of Kenosha Facebook Page and Twitter Account.

BACKGROUND INFORMATION

As a request from Alderperson Mathewson, the City Clerks Department has forwarded the following oral referral from the Common Council meeting on Wednesday, January 8, 2014 regarding a Resolution for the creation and management of an official City of Kenosha Facebook Page and Twitter Account.

RECOMMENDATION

Staff has no recommendation.

MML/dh

RESOLUTION

SPONSOR: ALDERPERSON KEVIN MATHEWSON

**TO REQUIRE THE CREATION AND MANAGEMENT OF AN
OFFICIAL CITY OF KENOSHA FACEBOOK PAGE
AND TWITTER ACCOUNT**

WHEREAS, the introduction of Facebook, Twitter and other online social networking sites have impacted and changed the way people communicate and gather information; and

WHEREAS, the Kenosha Police Department and Kenosha Public Museum are City of Kenosha entities with Facebook pages; and

WHEREAS, the creation of an official City of Kenosha Facebook page and Twitter account will assist in informing citizens of the City and neighboring areas by providing press releases, emergency messages, notices of special events, changes in local ordinances, and notices regarding the passage of resolutions and impending City projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Administrator create and manage a City of Kenosha Facebook page and Twitter account.

BE IT FURTHER RESOLVED, that City Administration, with the approval of the Common Council, develop rules and regulations governing the management of the Facebook page and Twitter account including designating the administrators of each service.

Adopted this ____ day of _____, 2014.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney