

PLEASE NOTE CHANGE IN DAY

**AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Wednesday, January 19, 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

- A.1. Resolution authorizing an Amended and Restated Development Financing Agreement with respect to Towne Investments Project in Tax Incremental District #12.

TO THE PUBLIC WORKS COMMITTEE

- A.2. To Repeal and Recreate various Sections of Chapter 17 of the Code of General Ordinances regarding approval of Plats, to extend the time after approval of a Preliminary Plat during which final approval may occur, in order to become consistent with statutory changes. (Also refer to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE LICENSING/PERMIT COMMITTEE

- A.3. Complaint regarding Class "B" Beer/"Class B" Liquor license granted to GH Holdings, LLC granted December 6, 2010.

TO THE CITY PLAN COMMISSION

- A.4. Conditional Use Permit for a 47-unit senior assisted living facility to be located at 1870 27th Avenue, District #5. (Celebre Place)
A.5. Conditional Use Permit for a 78-room dormitory building (Building F) to be constructed at 2201 Alford Park Drive, District #1. (Carthage Oaks)
A.6. Zoning Ordinance to Create Subsection 18.02 c. of the Zoning Ordinance to Amend the Land Use Plan Map for the City of Kenosha: 2035, District #6. (Kesch Properties, LLC)
A.7. Petition to rezone property at 4418 21st Avenue from RG-1 General Residential District to B-1 Neighborhood Business District, District #6. (Kesch Properties, LLC)
A.8. Request to extend the Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street, District #5. (Sun Pointe Village)

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).
- B.2. Communication from Matthew Knight, Deputy City Attorney, Regarding the Class "B" Beer/"Class B" Liquor License Located at 6325-120th Avenue, GH Holdings, LLC (*The Hub*). [Go to backup](#)

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.

- C.1. Approve the following applications for new Operator's (*Bartender*) licenses, subject to:

-20 demerit points:

- a. Paul Scott
- b. Ashly Burke

-40 demerit points:

- c. Jordan Reener

-80 demerit points:

- d. Rachel Cook
(Ayes 4: Noes 0) **HEARING**

[Go to backup](#)

- C.2. **DENY** application of Matthew McPhaul for a new Operator's (*Bartender*) license, based on material police record. (Ayes 4: Noes 0) **HEARING**
[Go to backup](#)
- C.3. Application of Anna Szymczak for a new Operator's (*Bartender*) license. (with a recommendation *from the City Attorney to grant, subject to 40 demerit points*). (Recommendation Pending)
[Go to backup](#)
- C.4. Approve application of Rick's Legends Bar & Restaurant, Inc., (*Rickey Mutchler, Agent*) located at 3013 - 60th Street (*Rick's legends Bar & Restaurant*) for a Cabaret License (*1-year term*) with no adverse recommendations. (Ayes 5: Noes 0) **HEARING**
[Go to backup](#)

- C.5. Approve application of Daniel L. Hess, for an Amusement and Recreation Enterprise Supervisor License located at 1714 - 52nd Street (*Coin's Sports Bar*), with no adverse recommendations. (Ayes 5: Noes 0) **HEARING**
[Go to backup](#)
- C.6. Application of Maria Castanuela, for a Secondhand Article Dealer License and Secondhand Jewelry Dealer License located at 6310 - 24th Avenue (*Las Hermanitas 2ndhand Store*), with no adverse recommendations. (Motion to Approve Failed Ayes 2: Noes 3) **HEARING**
[Go to backup](#)
- C.7. DENY renewal application of Laszlo Kiss, for a Secondhand Jewelry Dealer License located at 6826 Sheridan Road, (*Antiques Revival*) based on non-appearance. (Ayes 4: Noes 1) **HEARING**
[Go to backup](#)
- C.8. Approve application of Kimberly Gorsuch for a Pet Fancier Permit License. (Ayes 5: Noes 0) **HEARING** [Go to backup](#)

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)
[Go to backup](#)

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**
[Go to backup](#)
- 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** [Go to backup](#)
- 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** [Go to backup](#)
- 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-Deferred 60 Days-Ayes 5: Noes 0) **PUBLIC HEARING** [Go to backup](#)

- F.5. By the Mayor - To Create Section 13.0112 (*of the Code of General Ordinances*) Entitled Non-Structural Demolition. (PSW- Ayes 5: Noes 0) **PUBLIC HEARING** (*Deferred December 6 and 20, 2010*) [Go to backup](#)

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** [Go to backup](#)
- G.2. By the Mayor - To Create and Repeal and Recreate Various Sections of the Zoning Ordinance Regarding Off-Premises Signs (*Subsection 2.02 E.4 prohibiting off-premises signs and to Repeal and Recreate various sections of the Zoning Ordinance, removing off-premise signs as a conditional use in the B-2, M-1 and M-2 Districts; and To Create a limitation on the maintenance of non-conforming off-premises signs; and to Create a definition of "off-premises signs" in Section 12 of the Zoning Ordinance*). (CP-No Recommendation-Ayes 7: Noes 0) (Deferred December 6 & 20, 2010) **PUBLIC HEARING** [Go to backup](#)
- G.3. 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) (CP-Ayes 5: Noes 1) **PUBLIC HEARING** [Go to backup](#)
- G.4. 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) (CP-Ayes 5: Noes 1) (Valid Protest Petition Filed, Requires $\frac{3}{4}$ Vote of Common Council Members Voting for Adoption) **PUBLIC HEARING** [Go to backup](#)

H. RESOLUTIONS

- H.1. By Finance Committee - To Specially Assess Certain Parcels of Property for:
- a. Razing/Pre-Razing of Structures - \$11,300.80
 - b. Property Maintenance Reinspection Fees - \$9,736.00
 - c. Boarding & Securing - \$5,039.56
 - d. Trash & Debris Removal (NSI) - \$1,055.00
 - e. Graffiti Removal - \$800.00
 - f. Grass & Weed Cutting - \$5,159.50
 - g. Trash & Debris Removal (Health) - \$9,084.67
- (Fin.-Recommendation Pending) **HEARING** [Go to backup](#)

- H.2. 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. (SWU-Ayes 6: Noes 0) [Go to backup](#)
- H.3. By the Mayor – To Approve the Relocation Order for 38th Street from CTH S (*Burlington Road*) to 2,480 Feet West for Right-of-Way Improvements (*and to Authorize Other Actions Necessary to Acquire Temporary Limited Easements and Permanent Limited Easements Interest and Possession of Certain Property*). (PW-Ayes 5: Noes 0) [Go to backup](#)
- H.4. By the Mayor - To Extend the Moratorium on the Issuance of Zoning Permits, Conditional Use Permits, Site Plan Review and Sign Permits for any Off-Premise Sign, to Provide the Development, Passage and Implementation of Requirements for Off-Premise Signs. [Go to backup](#)

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) [Go to backup](#)
- K.2. Approval of Lease By and Between the City of Kenosha, Wisconsin (*A Municipal Corporation*) and Carthage College (*An Illinois Corporation*). (District 1) (Fin.-Recommendation Pending; PW-Ayes 5: Noes 0; Park Commission – Ayes 4: Noes 0) [Go to backup](#)
- K.3. Second Amendment to the HOME Program Agreement by and between the City of Kenosha and Tarantino & Company, LLC for Casa del Mare Senior Residential Care Apartment Complex at 3508 7th Avenue. (District #1) (Fin.-Recommendation Pending) [Go to backup](#)

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Records #23 & #24 - \$4,961,508.48 and \$4,563,017.18. (Fin.-Recommendation Pending) [Go to backup](#)

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Approve Final Acceptance of the Following Projects:
- a. 10-1013 CDBG Resurfacing (69th Street - 26th Avenue to 22nd Avenue, 69th Street - 22nd Avenue to 20th Avenue, 69th Street - 16th Avenue to Railroad, 64th Street - 27th Avenue to 26th Avenue) by Payne & Dolan, Inc. (Kenosha, Wisconsin) - \$469,616.33. (Districts 8 & 12)
 - b. Project 10-1541 Kenosha Public Museum HVAC Rooftop Compressor Replacement (5500 First Avenue) by Grunau Company, Inc. (Oak Creek, Wisconsin) - \$36,626.25. (District 2) (Ayes 6: Noes 0)
- [Go to backup](#)

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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Keith G. Bosman, Mayor

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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Keith G. Bosman, Mayor

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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Keith G. Bosman, Mayor

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

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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

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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

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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.

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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.

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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

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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**

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY
MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY
WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY
JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

TO: Mayor Keith Bosman
Common Council

FROM: Deputy City Attorney Matthew Knight *MK*

DATE: January 14, 2011

RE: GH Holdings, LLC - Class "B"/"Class B" License

Please be advised that the Class "B"/"Class B" Liquor License granted to GH Holdings, LLC by the Common Council on December 6, 2010, is void.

Wis. Stats. § 125.04(2) provides that no license or permit may be issued to any person except as provided by Wis. Stats. Chapter 125 and that any license or permit issued in violation of Chapter 125 is void. Upon review, the Court of Appeals has defined the meaning of void as of no legal effect an absolute nullity. A void license is an absolute nullity; it is of no legal effect...a void license is no license. Williams v. City of Lake Geneva, 253 Wis. 2d 618 (Ct. App. 2002).

The application of GH Holdings, LLC was filed with the Clerk's office on September 8, 2010. The sworn application indicated that the applicant's LLC was organized with the State of Wisconsin in September, 2010. Relying upon the applicant's sworn representations, the application was processed and the required review was completed pursuant to General Code Section 10.03 C.1. At that time the applicant appeared to be qualified and the application was forwarded to Council with no adverse recommendation. The license was granted December 6, 2010, by a vote of 9-8.

Subsequent to the Council hearing and in preparation for issuance of the license, the City requested that GH Holdings, LLC provide its articles of organization. That document was submitted on December 9, 2010, to the City Clerk, the same day it was requested. Upon review, it was determined that GH Holdings, LLC was organized with the State of Wisconsin on December 9, 2010, three days after council review and not in September, 2010, as indicated on the application reviewed by the Common Council.

Wis. Stats. § 183.0204(1)(a) provides that a limited liability company is formed when the articles of organization become effective under Wis. Stats. § 183.0111. That section states in relevant part that a document filed with the Department of Financial Institutions is effective on the date that it is received by the department for filing and at any of the following times on that date, the time specified on the document, or if no effective time is specified, at the close of business. Wis. Stats. § 183.0111(1)(a). GH Holdings, LLC was organized and first effective on December 9, 2010, and therefore, did not exist at the time the application was submitted or at the time it was considered by the Common Council.

Because the LLC was not organized at the time the application was considered, the City could not comply with the prerequisite licensing requirements of Chapter 125 which require applicants to meet the qualifications defined by 125.04(5)(c). The LLC did not exist on December 6, 2010, therefore it could not be qualified or licensed. Pursuant to Wis. Stats. § 125.04(2), “Any license issued in violation of this chapter [Wis. Stats. 125] is void.” The license issued to GH Holdings was issued in violation of Chapter 125 and is therefore void. Accordingly, because the GH Holdings license is void, the only way for them to obtain an appropriate license was to file an application for an original Alcohol Beverage License. Williams v. City of Lake Geneva, 253 Wis. 2d 618 (Ct. App. 2002).

By letter dated December 16, 2010, GH Holdings, LLC was advised by this office that its license was void due to its failure to properly organize its business entity prior to submitting its application for review. Additionally, GH Holdings, LLC was afforded an opportunity to review this determination with its attorneys and provide any contrary documentation. GH Holdings has failed to do so.

Having met with representatives on two occasions since the original letter of the 16th, it is now my understanding that GH Holdings, LLC will not challenge the determination that the license issued is void. It was determined that their attempt to use a commercial internet website to organize their company rather than the Wisconsin Department of Financial Institutions website resulted in their assumption that they had properly organized their limited liability company when they had not.

GH Holdings, LLC remains interested in pursuing its business plan and has filed a new application for a Class “B”/“Class B” License which will be subject to review and consideration by the Common Council when a Class “B”/“Class B” License becomes available.

Lastly, subsequent to the GH Holdings, LLC license review, the City issued a Reserve “Class B” License to La Fogata, LLC. Pursuant to state statute, a Reserve “Class B” License permits a municipality to issue “Class B” Licenses in excess of the statutory quota authorized. The “reserve” status required a payment of \$10,000 upon issuance. The “reserve” status of that license issued to La Fogata was inappropriate because at the time their license was issued the GH Holdings, LLC license was void. Consequently, a viable claim could be made that they were required to pay an amount beyond the amount permitted by statute.

Wis. Stats. § 125.51(3)(e) limits the maximum amount which can be charged for a “Class B” License by a municipality to \$500.00. Because the license of GH Holdings, LLC is void, it is as if it never existed. Therefore, on the date the La Fogata license was issued, December 20, 2010, the City was below the State Statutory “Class B” quota limitation and the license issued to La Fogata, LLC was subject to the \$500.00 fee limitation defined by Wis. Stats. § 125.51(3)(e). Because the \$10,000 issuance fee for a reserve license paid by La Fogata was collected in error and should be refunded at this time.

**Operator (Bartender) License Police Record Report
Applicant Information**

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
12/8/10	<i>Valid</i>	Paul J Scott	7/26/86

Address of Applicant:	Business (where license is to be used):	Business Address:
3007 85th St Apt 3	Ron's Place	
License Number: N135		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
2/06/06	<i>Possess Marijuana on UW Lands</i>	<i>Guilty</i>	<i>Y</i>	20

City Attorney Recommendation:

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?*	Y
Total Demerit Points	20

*Offense not listed = 25 demerit points.

<input checked="" type="checkbox"/>	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
	<i>Valid</i>	Ashly M Burke	2/2/91

Address of Applicant:	Business (where license is to be used):	Business Address:
4105 124th St, Pl. Prairie, WI 53158	Speedway	5959 75th St
License Number: N149		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-30-09	Theft/Shoplifting \$1-49	Guilty-Amended charge	Y	20

City Attorney Recommendation:

Offense Demerit Points (above)	20
Were all Offenses Listed on Application?*	Y
Total Demerit Points	20

*Offense not listed = 25 demerit points.

X	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
12/21/10	<i>Valid</i>	Jordan E Reener	10/30/87

Address of Applicant:	Business (where license is to be used):	Business Address:
11623 28th Ave, Pl. Prairie, WI 53158		

License Number: N145

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-04-09	<i>Operating while Intoxicated</i>	<i>Guilty</i>	<i>Y</i>	<i>20</i>
2009	<i>Disorderly Conduct</i>	<i>Guilty</i>	<i>Y</i>	<i>20</i>

City Attorney Recommendation:

Offense Demerit Points (above)	40
Were all Offenses Listed on Application?*	Y
Total Demerit Points	40

*Offense not listed = 25 demerit points.

X	Grant, Subject to	40	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
12/14/10	<i>Suspended</i>	Rachel LJ Cook	2/23/89

Address of Applicant:	Business (where license is to be used):	Business Address:
5007 25th Ave		
License Number: N142		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
3-16-08	<i>Operating w/o a License</i>	<i>Guilty</i>	<i>Y</i>	20
8-22-08	<i>Operating While Suspended</i>	<i>Guilty</i>	<i>Y</i>	20
2-13-09	<i>Operating While Suspended</i>	<i>Guilty</i>	<i>Y</i>	40

City Attorney Recommendation:

Offense Demerit Points (above)	80
Were all Offenses Listed on Application?*	Y
Total Demerit Points	80

*Offense not listed = 25 demerit points.

<input checked="" type="checkbox"/>	Grant, Subject to	80	Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)		
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
12/20/10	<i>Revoked</i>	Matthew J McPhaul	2/9/82

Address of Applicant:	Business (where license is to be used):	Business Address:
508 16th St Upper	Slammers	6832 24th Ave

License Number: NI144

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
1-09-09	<i>Operating while Intoxicated</i>	<i>Guilty</i>	Y	20
	Driver Safety Plan Non-Compliance			100

City Attorney Recommendation:

Offense Demerit Points (above)	
Were all Offenses Listed on Application?*	
Total Demerit Points	

*Offense not listed = 25 demerit points.

	Grant, Subject to	Demerit Points
X	DENY, based on material police record (substantially related to the license activity)	
	DENY, based on material police record (substantially related to the license activity) & false application	

City Attorney Comments:

Note: Application is incomplete

**Operator (Bartender) License Police Record Report
Applicant Information**

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
11/30/10	VALID	Anna R Szymczak	7/25/87

Address of Applicant:	Business (where license is to be used):	Business Address:
3809 15th St #2D		

License Number: N124

Expiration Date: 6/30/10

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-08-06	LIQ. MINOR MISREPAGE	GUILTY	Y	
01-08-06	LIQUOR, POSSESSION BY UNDERAGE 5 Yrs. old 01/08/11	GUILTY	Y	
01-08-06	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	
05-27-07	LIQUOR, POSSESSION BY UNDERAGE	GUILTY	Y	20
05-27-07	DRIVING WHILE INTOXICATED	GUILTY	Y	20

City Attorney Recommendation:

Offense Demerit Points (above)	40
Were all Offenses Listed on Application?*	
Total Demerit Points	40

*Offense not listed = 25 demerit points.

X	Grant, Subject to	40	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

PLEASE NOTE: This license is non-renewable. 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. (In accordance to Chapter X, Section 10.07 of the Code of General Ordinances of the City of Kenosha.)

Type: 212-Yearly (Pink) \$300.00/Year

Date of Application 12-16-10

1. Licensee Name KICK'S LEGENDS BAR & RESTAURANT INC.

(NOTE: must be same name as beer/liquor license)

2. Business Name & Address KICK'S LEGENDS BAR & RESTAURANT INC 3013-60th ST.

3. If license is in the name of a Corporation or LLC, Agent Name RICKEY MITCHLER

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual 6-10-58

5. Address 8635-46th AVE KENOSHA WI. 53142

6. Driver's License Number: M 324-7325-8210-03
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

7. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State, or do you have such a charge pending at this time? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:
2008- DISORDERLY CONDUCT - NOTHING PENDING

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state, or do you have such a charge pending at this time? Yes No If yes, state charge and year offense committed or alleged to be committed, and disposition:

9. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other State? Yes No If yes, explain:

-OVER-

10. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
 Yes No If yes, explain:

11. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:

12. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges, or do you have such charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition:

13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

LEGENDS BAR & RESTAURANT - 11 YEARS -

14. List all addresses at which you have lived in the past five (5) years:

8635-46th AVE 9 YEARS
KENOSHA WI 53142 -

Applicant's Signature Richay Mutehler Date: 12-16-10

PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES
A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.
B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.
Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.
§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS
The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

APPLICATION FOR AMUSEMENT AND RECREATION
ENTERPRISE SUPERVISOR LICENSE

(Includes: Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries, and Public Dance)

Type: 123

Fee: \$25.00

Expires: May 31st

Check One: Original Application Renewal Application

PLEASE PRINT

Name Daniel L. Hess

Address 4620 56th ST Kenosha WI 53144

Date of Birth 09/03/1979

(must be at least 18 years of age)

Home Phone 262 344 6677

Trade Name of Amusement Enterprise (where this license will be used):

COINS SPORTS BAR

Please fill out the attached "Applicant's Report - Police Record"
(Be sure to include your middle initial)

Applicant's Signature Daniel L. Hess

Date 12-10-10

Subscribed and Sworn to before me this

10 day of December, 2010

Laurette Hain
Notary Public



My Commission Expires 12-2-2012

FOR OFFICE USE ONLY

License # A-06

Clerk Initials GV

Date Received/Filed 12/10/10

Date License Granted by Council _____

APPLICATION
SECONDHAND ARTICLE DEALER LICENSE
Chapter 13.02, Code of General Ordinances

License Fee: \$27.50 License Type: 164
License Period: January 1st through December 31st
Check One: Original Application Renewal Application
How would you like to receive your license? pick up mail
The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
- PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
- CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Castañuela Maria Torres
Residence Address 6901-18th AVE Kenosha WI 53143
Date of Birth and Place 01-26-53 UValde TEXAS
Phone Number 262-605-9654 Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) _____

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary) _____

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Las Hermanitas
2nd hand 6310-24th AVE, WI 53143 262-490-0881
Building Owner's Name, Home Address, State, Zip, Phone Number: Sam Pillizi Sr. 2909-23rd St.
WI-53140-262-657-3749
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: 262-605-9654
6901-18th AVE Kenosha WI 53143

(SECTION 5) APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT)

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed) Attached? Yes No

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

Do you understand that it is your responsibility to obtain your own supply of "Property Transaction Record" forms? Yes No (Note: The Clerk will supply you with a sample of this form of which you may copy or you may order a supply from the Department of Justice)

(PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NONCOMPLIANCE THEREWITH).

(SECTION 7) LICENSE REVOCATION

The undersigned, understand that this license may be denied or revoked by the Common Council for fraud, misrepresentation or false statement contained in the application or for any violation of §943.34 (receiving stolen property), 948.62 (receiving stolen property from a child) or 948.63 (receiving property from a child), Wisconsin Statutes. The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

maria Castanuela
Individual/Partner Maria Castanuela

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 17th day of November, 2010.

[Signature]
Notary Public

My commission expires 6/19/2011

Office Use Only

Date Filed/Received: 11/19/10 Initials: ddd

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

APPLICATION
SECONDHAND JEWELRY DEALER LICENSE
Chapter 13.02, Code of General Ordinances

License Fee: \$30.00 License Type: 165
License Period: January 1st through December 31st
Check One: Original Application Renewal Application
How would you like to receive your license? pick up mail

The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
 PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
 CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Castaneda Maria Torres
Residence Address 6901-18th AVE Kenosha WI M. 53143
Date of Birth and Place 01-26-53 Uvalde Texas
Phone Number 262-605-9654 Kenosha WI Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name _____
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) _____

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary) _____

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Las Hermanitas 2nd Hand Store
6310-24th AVE Kenosha WI 53143 cell-262-496-6881

Building Owner's Name, Home Address, State, Zip, Phone Number: Sam Pillizi, Jr
2909-23rd St Kenosha WI 53140 262-657-3749

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: 262-605-9654
6901-18th AVE Kenosha WI 53143

(SECTION 5) APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT 1)

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed).
Attached? Yes No

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

Do you understand that it is your responsibility to obtain your own supply of "Property Transaction Record" forms? Yes No (Note: The Clerk will supply you with a sample of this form of which you may copy or you may order a supply from the Department of Justice)

(PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NONCOMPLIANCE THEREWITH).

(SECTION 7) LICENSE REVOCATION

The undersigned, understand that this license may be denied or revoked by the Common Council for fraud, misrepresentation or false statement contained in the application or for any violation of §943.34 (receiving stolen property), 948.62 (receiving stolen property from a child) or 948.63 (receiving property from a child), Wisconsin Statutes. The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Maria Castañuela Maria Castañuela
Individual/Partner Partner/Corporate Officer

Corporate Officer/Director Corporate Officer/Director

Subscribed and sworn to before me this 17th day of NOVEMBER, 2010

[Signature]
Notary Public

My commission expires 6/19/2011

Office Use Only

Date Filed/Received: 11/17/10 Initials: ddh

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

**APPLICATION
SECONDHAND ARTICLE DEALER LICENSE
Chapter 13.02, Code of General Ordinances**

License Fee: \$27.50 License Type: 164
License Period: January 1st through December 31st
Check One: Original Application Renewal Application
How would you like to receive your license? _____ pick up mail
The Named (check one):

- INDIVIDUAL (Complete Sections 1, 4, 5, 6 and 7)
- PARTNERSHIP (Complete Sections 2, 4, 5, 6 and 7)
- CORPORATION/LIMITED LIABILITY COMPANY (Complete Sections 3, 4, 5, 6 and 7)

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant KISS LASZLO

Residence Address 3310 22nd Ave Kenosha WI 53140
Last First State M. Zip

Date of Birth and Place 11-29-1953 Budapest HUNGARY
Street City State Zip

Phone Number (262) 914-8757 Business Cell Home
DOB City State

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name Ø

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) _____

(SECTION 3) CORPORATE INFORMATION

Corporation Name Ø State of Incorporation _____

List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Officers and Directors: (Attach additional sheets if necessary) _____

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Antiques Revival
6826 Sheridan rd Kenosha WI 53143 EIN 936050101

Building Owner's Name, Home Address, State, Zip, Phone Number: Firehouse LLC
Carmen Pillizzi P.O. Box 04422 Racine WI 53404 Ph No: (262) 496-2640

Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: _____

(SECTION 5) APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT)

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed).
Attached? Yes No

(SECTION 6) GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S. 13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

Do you understand that it is your responsibility to obtain your own supply of "Property Transaction Record" forms? Yes No (Note: The Clerk will supply you with a sample of this form of which you may copy or you may order a supply from the Department of Justice)

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Paula Liu
Individual/Partner

Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 22 day of December, 2010

Dawn A. Miller
Notary Public



My commission expires 1-22-12

Office Use Only

Date Filed/Received: 12/22/10

Initials: DL

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

Renewal

Type 85

Fee: \$35.00 (Non-Refundable)
Expires 12/31



**CITY OF KENOSHA
City Ordinances §14.013 D.
PET FANCIER PERMIT**

LICENSE PERIOD FROM January 1st to December 31st (No Pro-ration)

1. Name Kimberly Gorsuch
2. Address 1614 87th place
3. Drivers License Number G 622-5008-3581-05
4. Phone Number (630) 479-1313 cell phone
5. Number of dogs* 2 ^{therapy} dogs Number of cats 4 (limit of up to five (5) dogs, cats or combination thereof. *Working dogs such as service dogs, medical alert dogs and certified therapy dogs are not included in the pet limit calculation. However, they must remain licensed in the City.
6. Are there any working, service, medical alert or certified therapy dogs included in #5? If so, please attach accreditation. Check here if attached
7. Attach proof of current dog and/or cat licenses. Check here if attached.
8. Do you currently have, or have you had within the past two (2) years, a conviction for animal cruelty, neglect or mistreatment of an animal? no yes
If yes, please explain _____

[Signature]
Signature of Applicant

12-21-10
Date

For Office Use Only

klh 12/21/10
Clerk's Initials/Date Received

Date Granted by Licensing/Permit Committee

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

DRAFT 01.12.11

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 1.06 U. 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. The composition of the HOME Program Commission shall consist of the members of the Community Development Block Grant Committee established in Section 1.06X ~~There shall be seven (7) members who shall include the Mayor, 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 terms of office shall be consistent with the terms of of office for the respective terms of the members of the Community Development Block Grant Committee ~~is indefinite as memberships are determined by position.~~

5. Officers. ~~The Mayor shall be the chairperson and the~~ Commission shall elect from its members ~~City Administrator~~ the chairperson and vice chairperson, annually at the first meeting in May of each year. 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 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 1.06 U. 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. The composition of the HOME Program Commission shall consist of the members of the Community Development Block Grant Committee established in Section 1.06X

4. Term. The terms of office shall be consistent with the terms of of office for the respective terms of the members of the Community Development Block Grant Committee .

5. Officers. The Commission shall elect from its members the chairperson and vice chairperson, annually at the first meeting in May of each year. 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. 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**

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 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

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, 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

ORDINANCE NO. _____

BY: MAYOR

Possible Amendment
(draft version: 01/12/11)

**TO CREATE SECTION 13.0112 OF THE CODE OF GENERAL
ORDINANCES ENTITLED NON-STRUCTURAL DEMOLITION**

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

Section One: Section 13.0112 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

13.0112 Non-Structural Demolition

A. Definitions.

Code Official. The Director of Neighborhood Services and Inspections Department or his/her designee.

Salvage. To remove salvageable material from a vacated building for other than personal re-use by the owner of the real estate from which it was removed, without immediate functional replacement thereof. The phrase “immediate functional replacement thereof” includes without limitation functional replacement that occurs as a part of a remodeling process over time pursuant to a valid and subsisting building permit.

Salvageable Material. Real or tangible personal property that:

1. was man-made;
2. was affixed with respect to real property;
3. is detachable from real property; and
4. has a resale value, either for re-use or as scrap.

Vacated Building. A building or structure having occupiable space of over one hundred thousand square feet (100,000 sq.) that had a principal industrial use as its most recent use allowed by law, which principal ~~or~~ industrial use has ceased.

B. Permit. No person may salvage from a Vacated Building without first obtaining a permit therefor from the Common Council.

C. Permit Application.

1. Form. Application for a permit, whether initial or renewal, shall be filed with the City Clerk on forms created by the Code Official and provided by the City. The application for a permit shall at a minimum comply with Section 9.05 of the Code of General Ordinances for the City of Kenosha. The Code Official may require additional information of a specific applicant.

2. Fees. A permit fee must accompany the application. Permit fees shall be established by the Kenosha Common Council by resolution.

D. Permit Grant

The Common Council may consider the permit application only after receiving the recommendation of the Public Safety and Welfare Committee.

Prior to making its recommendation to grant or deny the application, the Public Safety and Welfare Committee shall consider: the application; the report, if any, of the Code Official; the expertise of the applicant; the effect of the proposed operation on the surrounding neighborhood; the effect on the City of having a stripped structure remain if the structure is not proposed to be immediately razed or immediately renovated; the presentation, if any, of the applicant; the comments of the public; and such other matters germane to the decision.

In making a recommendation to grant, the Public Safety and Welfare Committee shall address the following matters: the amount of the Irrevocable Letter of Credit to be required by the Common Council of the permittee as a condition of issuance of the permit and as a requirement of operation; other State or local permits as required by law, rule, or regulation that must be obtained as a condition of issuance of the permit or as a condition of operation; reasonable special operating requirements to be required of the permittee in addition to those listed in subsection D, herein; and such other matters or limitations as the Public Safety and Welfare Committee determines is necessary to protect the public interest.

E. Irrevocable Letter of Credit.

As a condition of issuance by the City Clerk of the permit, the permittee shall post a Irrevocable Letter of Credit with the City in an amount required by the Common Council and in a form approved by the City Attorney. The Irrevocable Letter of Credit shall guarantee of performance by permittee. The Irrevocable Letter of Credit must be issued by a financial institution certified by the state to conduct such business within the state of Wisconsin, allowing for direct draw by the City on demand without court action and without approval by permittee, to complete work or to repair damage that was the obligation of the permittee. The Irrevocable Letter of Credit must contain as a part of its provisions that it remains as an obligation to the City for no less than one year after completion of the last act by permittee of salvage or after the expiration of a permit issued under this section to the permittee, whichever is later. In considering the amount of the Irrevocable Letter of Credit, the Common Council shall consider: the recommendation, if any, of the Code Official; the expertise of the applicant; the longevity of the applicant; the capitalization of the applicant; the scope of the proposed project; the possible environmental hazards that could be created; the effect of the proposed operation on the surrounding neighborhood; the cost of remediation on the City should the City have to address any matter due to the unwillingness or inability of the permittee to complete its obligations.

F. Permit Term.

1. **Initial term.** The initial term for permits issued under this section shall be valid for a period of one hundred eighty (180) days from the date of issue.
2. **Renewal term.** A permit issued to the applicant is personal to the applicant and limited to the term granted. The permittee may not have an expectation in the renewal of the permit. The permits may be renewed at the discretion of the Common Council upon application of a permit holder, filed with the City Clerk prior to expiration of the initial term or any renewal terms. Each renewal may be granted for up to sixty (60) additional days.

G. General Operating Requirements. The following general operating requirements shall apply to all permit holders in accordance with the provisions of the ordinance.

1. The permit issued pursuant to this ordinance shall be plainly displayed on the premises upon which the building is located.
2. The building and premises shall, at all times be maintained in as clean, neat, and sanitary of a condition as such premises will reasonably permit.
3. No garbage, refuse, or other waste liable to give off a foul odor or attract vermin shall be kept on the premises, except for domestic garbage which shall be kept in containers which are, in the opinion of the Code Official or the Health Administrator, rodent-proof, and removed from the premises as often as is necessary to provide a sanitary environment.
4. Work done under this permit is subject to inspection by the Code Official.
5. An applicant for a permit shall maintain proof of insurance policies in the following minimum amounts, naming the City as additional insured:

a. Automobile Liability (Owned, non-owned, leased)

- (1) **Bodily Injury:**
\$2,000,000.00 each occurrence
- (2) **Property Damage:**
\$2,000,000.00 each occurrence.

b. Pollution Legal Liability:

\$5,000,000.00 each loss where asbestos removal, environmental process, abatement, remediation, or

dumping/disposal in a Federal or State regulated facility is required.

c. Workers' Compensation: Statutory Limits

(1) Employer's Liability

\$500,000.00 Each Accident

\$500,000.00 Disease, Each Employee

\$1,000,000.00 Disease, Policy Limit

d. Umbrella Liability

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

6. No scrap salvage or debris which is temporarily stored on the premises shall be allowed to rest or protrude over any public street, walkway, or curb or become scattered about or blown off the premises.

7. No mechanized process whatsoever shall be utilized on premises to reduce salvageable material or debris in volume. Such prohibited mechanized processes include, but are not limited to, crushers or shredders.

8. There shall be strict compliance with Chapter XXII of the Code of General Ordinances, "Noise Control".

9. No premises or building subject to a permit shall be allowed to become a public nuisance or be operated in such a manner as to adversely affect the public health, safety, or welfare.

10. There shall be full compliance with City Building, Fire and Health Codes and with all other City, County, State and Federal laws, rules or regulations which may be applicable.

11. The permit holder shall, during the salvage process, maintain the work site in a safe and secure condition.

12. The permit holder shall dispose of building debris in a licensed landfill, except for salvaged materials. At any time, the permit holder shall produce to the Code Official receipts and/or an itemized list of debris disposed of by dumping or salvage.

13. The permit holder shall be responsible for disconnections of utilities, including plumbing and electrical, necessary for the salvaging process, and shall provide evidence that the necessary disconnections have been accomplished.

14. The Irrevocable Letter of Credit imposed as a condition of issuance of the permit shall be maintained.

15. Permittee shall comply with all orders of the Common Council imposed at the granting of the permit or at any other time.

H. Inspections. Permit holders and property owners shall permit authorized representatives of any Department of the City having enforcement powers to inspect the premises proposed to be permitted, with or without advanced notice, as often as may be required to permit said Departments to perform their duties and assure compliance with this ordinance, without first obtaining a special inspection warrant. Inspections shall be made during normal hours of business operation in the absence of emergency circumstances which require prompt action to protect the public health, safety and welfare or to preserve evidence of noncompliance with this ordinance. The unreasonable failure to permit inspections shall be grounds for permit denial, suspension or revocation.

I. Summary Suspension.

If in the opinion of the Code Official, the public is subject to imminent danger due to the violation by the permittee of any one or combination of more than one of the General Operating Requirements, the Code Official shall issue an order to the permittee requiring immediate cessation of those operations implicating the imminent danger. Pursuant to such order, the permittee shall cause such operations to cease as directed by the Code Official. Failure to maintain insurance as required, to maintain the Irrevocable Letter of Credit as required, or to permit inspection as required are each per se violations implicating imminent danger to the public necessitating an order to cease all operations.

In the event that an order to the permittee requiring immediate cessation is issued by the Code Official, such order shall be considered by the Public Safety and Welfare Committee of the Common Council no later than at its next regular meeting. The Public Safety and Welfare Committee, after hearing from the Code Official, the permittee, and the public, shall affirm the order, reverse the order, or modify the order. The decision of the Public Safety and Welfare Committee may be appealed to the Common Council by either the Code Official or the

permittee.

J. Non-renewal or Revocation Disciplinary Hearings. Disciplinary hearings, including nonrenewal, suspension and revocation hearings, shall be held before the Public Safety and Welfare Committee, which shall submit a report to the Common Council, including Findings of Fact, Conclusions of Law and a recommendation as to what action, if any, the Common Council should take with respect to the Permit. The Public Safety and Welfare Committee shall provide the Code Official and the Permittee with a copy of the report. Either the Code Official or Permittee may make an objection, orally or in writing, to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the Common Council, after considering the Committee's report and any arguments presented by the Code Official and Permittee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal, the Permittee shall be suspended, revoked or not renewed as provided by law. If the Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each suspension, revocation or nonrenewal to the party whose Permit is affected.

K. Transferability. Permits issued hereunder are personal to the applicant and are not transferable from person to person. Permits issued hereunder are issued to a particular site and are not transferable from place to place.

L. Enforcement. The Director of the Department of Neighborhood Services and Inspections shall have the primary responsibility to enforce this ordinance.

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: MAYOR

TO CREATE SECTION 13.0112 OF THE CODE OF GENERAL ORDINANCES ENTITLED NON-STRUCTURAL DEMOLITION

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

Section One: Section 13.0112 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

13.0112 Non-Structural Demolition

A. Definitions.

Code Official. The Director of Neighborhood Services and Inspections Department or his/her designee.

Salvage. To remove salvageable material from a vacated building for other than personal re-use by the owner of the real estate from which it was removed, without immediate functional replacement thereof. The phrase "immediate functional replacement thereof" includes without limitation functional replacement that occurs as a part of a remodeling process over time pursuant to a valid and subsisting building permit.

Salvageable Material. Real or tangible personal property that:

1. was man-made;
2. was affixed with respect to real property;
3. is detachable from real property; and
4. has a resale value, either for re-use or as scrap.

Vacated Building. A building or structure having occupiable space of over one hundred thousand square feet (100,000 sq.) that had a principal industrial use as its most recent use allowed by law, which principal industrial use has ceased.

B. Permit. No person may salvage from a Vacated Building without first obtaining a permit therefor from the Common Council.

C. Permit Application.

1. Form. Application for a permit, whether initial or renewal, shall be filed with the City Clerk on forms created by the Code Official and provided by the City. The application for a permit shall at a minimum comply with Section 9.05 of the Code of General Ordinances for the City of Kenosha. The Code Official may require additional information of a specific applicant.

2. Fees. A permit fee must accompany the application. Permit fees shall be established by the Kenosha Common Council by resolution.

D. Permit Grant

The Common Council may consider the permit application only after receiving the recommendation of the Public Safety and Welfare Committee.

Prior to making its recommendation to grant or deny the application, the Public Safety and Welfare Committee shall consider: the application; the report, if any, of the Code Official; the expertise of the applicant; the effect of the proposed operation on the surrounding neighborhood; the effect on the City of having a stripped structure remain if the structure is not proposed to be immediately razed or immediately renovated; the presentation, if any, of the applicant; the comments of the public; and such other matters germane to the decision.

In making a recommendation to grant, the Public Safety and Welfare Committee shall address the following matters: the amount of the Irrevocable Letter of Credit to be required by the Common Council of the

permittee as a condition of issuance of the permit and as a requirement of operation; other State or local permits as required by law, rule, or regulation that must be obtained as a condition of issuance of the permit or as a condition of operation; reasonable special operating requirements to be required of the permittee in addition to those listed in subsection D, herein; and such other matters or limitations as the Public Safety and Welfare Committee determines is necessary to protect the public interest.

E. Irrevocable Letter of Credit.

As a condition of issuance by the City Clerk of the permit, the permittee shall post a Irrevocable Letter of Credit with the City in an amount required by the Common Council and in a form approved by the City Attorney. The Irrevocable Letter of Credit shall guarantee of performance by permittee. The Irrevocable Letter of Credit must be issued by a financial institution certified by the state to conduct such business within the state of Wisconsin, allowing for direct draw by the City on demand without court action and without approval by permittee, to complete work or to repair damage that was the obligation of the permittee. The Irrevocable Letter of Credit must contain as a part of its provisions that it remains as an obligation to the City for no less than one year after completion of the last act by permittee of salvage or after the expiration of a permit issued under this section to the permittee, whichever is later. In considering the amount of the Irrevocable Letter of Credit, the Common Council shall consider: the recommendation, if any, of the Code Official; the expertise of the applicant; the longevity of the applicant; the capitalization of the applicant; the scope of the proposed project; the possible environmental hazards that could be created; the effect of the proposed operation on the surrounding neighborhood; the cost of remediation on the City should the City have to address any matter due to the unwillingness or inability of the permittee to complete its obligations.

F. Permit Term.

1. Initial term. The initial term for permits issued under this section shall be valid for a period of one hundred eighty (180) days from the date of issue.

2. Renewal term. A permit issued to the applicant is personal to the applicant and limited to the term granted. The permittee may not have an expectation in the renewal of the permit. The permits may be renewed at the discretion of the Common Council upon application of a permit holder, filed with the City Clerk prior to expiration of the initial term or any renewal terms. Each renewal may be granted for up to sixty (60) additional days.

G. General Operating Requirements. The following general operating requirements shall apply to all permit holders in accordance with the provisions of the ordinance.

1. The permit issued pursuant to this ordinance shall be plainly displayed on the premises upon which the building is located.

2. The building and premises shall, at all times be maintained in as clean, neat, and sanitary of a condition as such premises will reasonably permit.

3. No garbage, refuse, or other waste liable to give off a foul odor or attract vermin shall be kept on the premises, except for domestic garbage which shall be kept in containers which are, in the opinion of the Code Official or the Health Administrator, rodent-proof, and removed from the premises as often as is necessary to provide a sanitary environment.

4. Work done under this permit is subject to inspection by the Code Official.

5. An applicant for a permit shall maintain proof of insurance policies in the following minimum amounts, naming the City as additional insured:

a. Automobile Liability (Owned, non-owned, leased)

(1) Bodily Injury:

\$2,000,000.00 each occurrence

(2) Property Damage:

\$2,000,000.00 each occurrence.

b. Pollution Legal Liability:

\$5,000,000.00 each loss where asbestos removal, environmental process, abatement, remediation, or dumping/disposal in a Federal or State regulated facility is required.

c. Workers' Compensation: Statutory Limits

(1) Employer's Liability

\$500,000.00 Each Accident

\$500,000.00 Disease, Each Employee

\$1,000,000.00 Disease, Policy Limit

d. Umbrella Liability

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

6. No scrap salvage or debris which is temporarily stored on the premises shall be allowed to rest or protrude over any public street, walkway, or curb or become scattered about or blown off the premises.

7. No mechanized process whatsoever shall be utilized on premises to reduce salvageable material or debris in volume. Such prohibited mechanized processes include, but are not limited to, crushers or shredders.

8. There shall be strict compliance with Chapter XXII of the Code of General Ordinances, "Noise Control".

9. No premises or building subject to a permit shall be allowed to become a public nuisance or be operated in such a manner as to adversely affect the public health, safety, or welfare.

10. There shall be full compliance with City Building, Fire and Health Codes and with all other City, County, State and Federal laws, rules or regulations which may be applicable.

11. The permit holder shall, during the salvage process, maintain the work site in a safe and secure condition.

12. The permit holder shall dispose of building debris in a licensed landfill, except for salvaged materials. At any time, the permit holder shall produce to the Code Official receipts and/or an itemized list of debris disposed of by dumping or salvage.

13. The permit holder shall be responsible for disconnections of utilities, including plumbing and electrical, necessary for the salvaging process, and shall provide evidence that the necessary disconnections have been accomplished.

14. The Irrevocable Letter of Credit imposed as a condition of issuance of the permit shall be maintained.

15. Permittee shall comply with all orders of the Common Council imposed at the granting of the permit or at any other time.

H. Inspections. Permit holders and property owners shall permit authorized representatives of any Department of the City having enforcement powers to inspect the premises proposed to be permitted, with or without advanced notice, as often as may be required to permit said Departments to perform their duties and assure compliance with this ordinance, without first obtaining a special inspection warrant. Inspections shall be made during normal hours of business operation in the absence of emergency circumstances which require prompt action to protect the public health, safety and welfare or to preserve evidence of noncompliance with this ordinance. The unreasonable failure to permit inspections shall be grounds for permit denial, suspension or revocation.

I. Summary Suspension.

If in the opinion of the Code Official, the public is subject to imminent danger due to the violation by the permittee of any one or combination of more than one of the General Operating Requirements, the Code Official shall issue an order to the permittee requiring immediate cessation of those operations implicating the imminent danger. Pursuant to such order, the permittee shall cause such operations to cease as directed by the Code Official. Failure to maintain insurance as required, to maintain the Irrevocable Letter of Credit as required, or to permit inspection as required are each per se violations implicating imminent danger to the public necessitating an order to cease all operations.

In the event that an order to the permittee requiring immediate cessation is issued by the Code Official, such order shall be considered by the Public Safety and Welfare Committee of the Common Council no later than at its next regular meeting. The Public Safety and Welfare Committee, after hearing from the Code Official, the permittee, and the public, shall affirm the order, reverse the order, or modify the order. The decision of the Public Safety and Welfare Committee may be appealed to the Common Council by either the Code Official or the permittee.

J. Non-renewal or Revocation Disciplinary Hearings. Disciplinary hearings, including nonrenewal,

suspension and revocation hearings, shall be held before the Public Safety and Welfare Committee, which shall submit a report to the Common Council, including Findings of Fact, Conclusions of Law and a recommendation as to what action, if any, the Common Council should take with respect to the Permit. The Public Safety and Welfare Committee shall provide the Code Official and the permittee with a copy of the report. Either the Code Official or permittee may make an objection, orally or in writing, to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the Common Council, after considering the Committee's report and any arguments presented by the Code Official and permittee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal, the permittee shall be suspended, revoked or not renewed as provided by law. If the Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each suspension, revocation or nonrenewal to the party whose Permit is affected.

K. Transferability. Permits issued hereunder are personal to the applicant and are not transferable from person to person. Permits issued hereunder are issued to a particular site and are not transferable from place to place.

L. Enforcement. The Director of the Department of Neighborhood Services and Inspections shall have the primary responsibility to enforce this ordinance.

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

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:

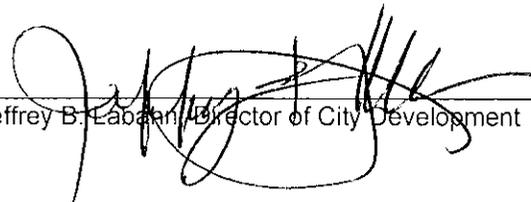
- The owner of the property has requested to rezone the property from A-2 Agricultural Land Holding to IP Institutional Park and C-2 Lowland Resource Conservancy District. The wetland delineation has been approved by the DNR. The purpose of the rezoning is to allow the existing buildings on the site 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:

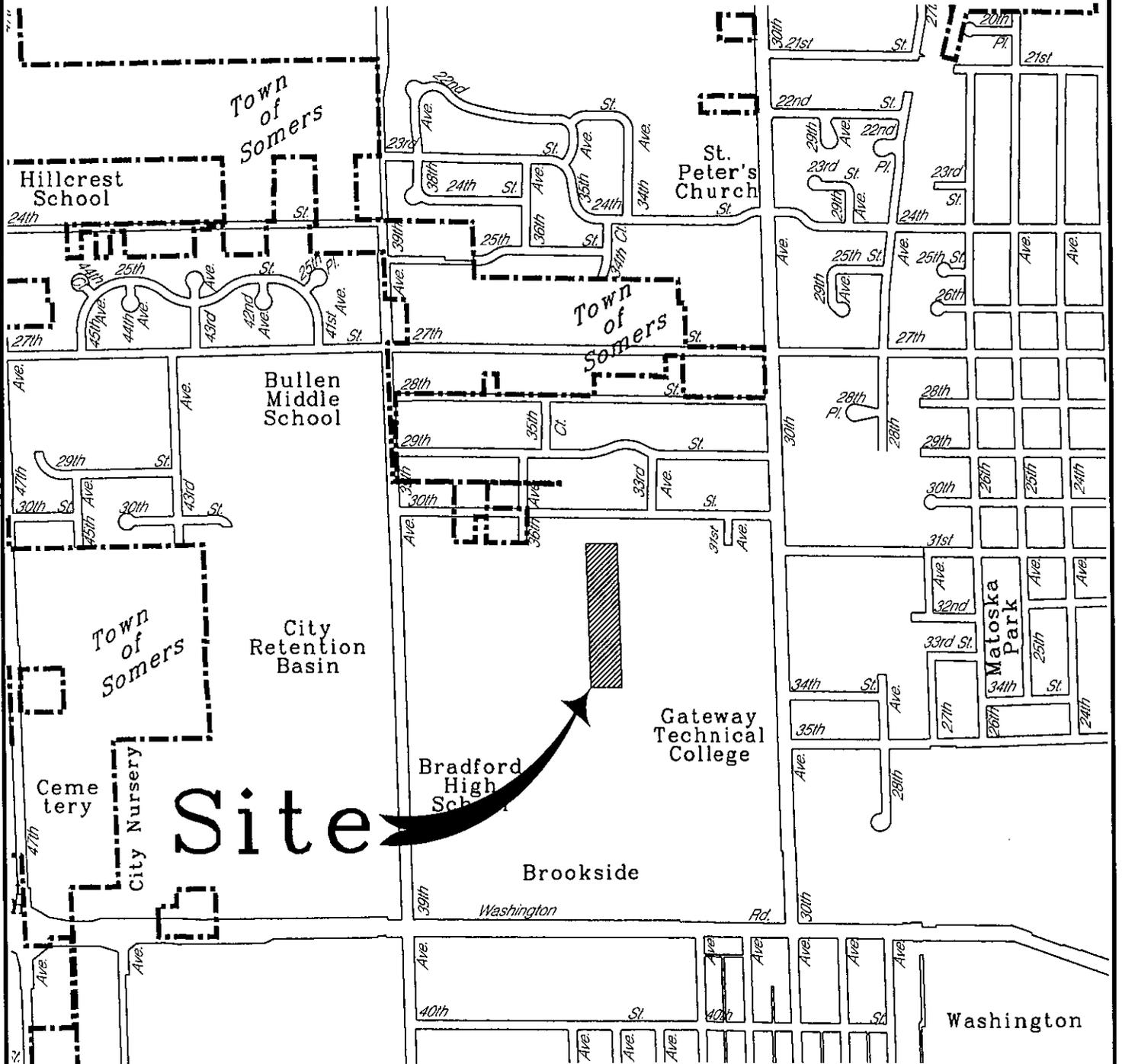
Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

CITY OF KENOSHA

Vicinity Map

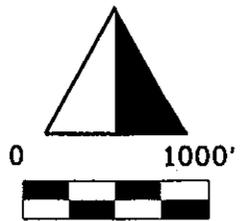
Gateway Technical College Rezoning



Site

----- Municipal Boundary

NORTH



CITY OF KENOSHA

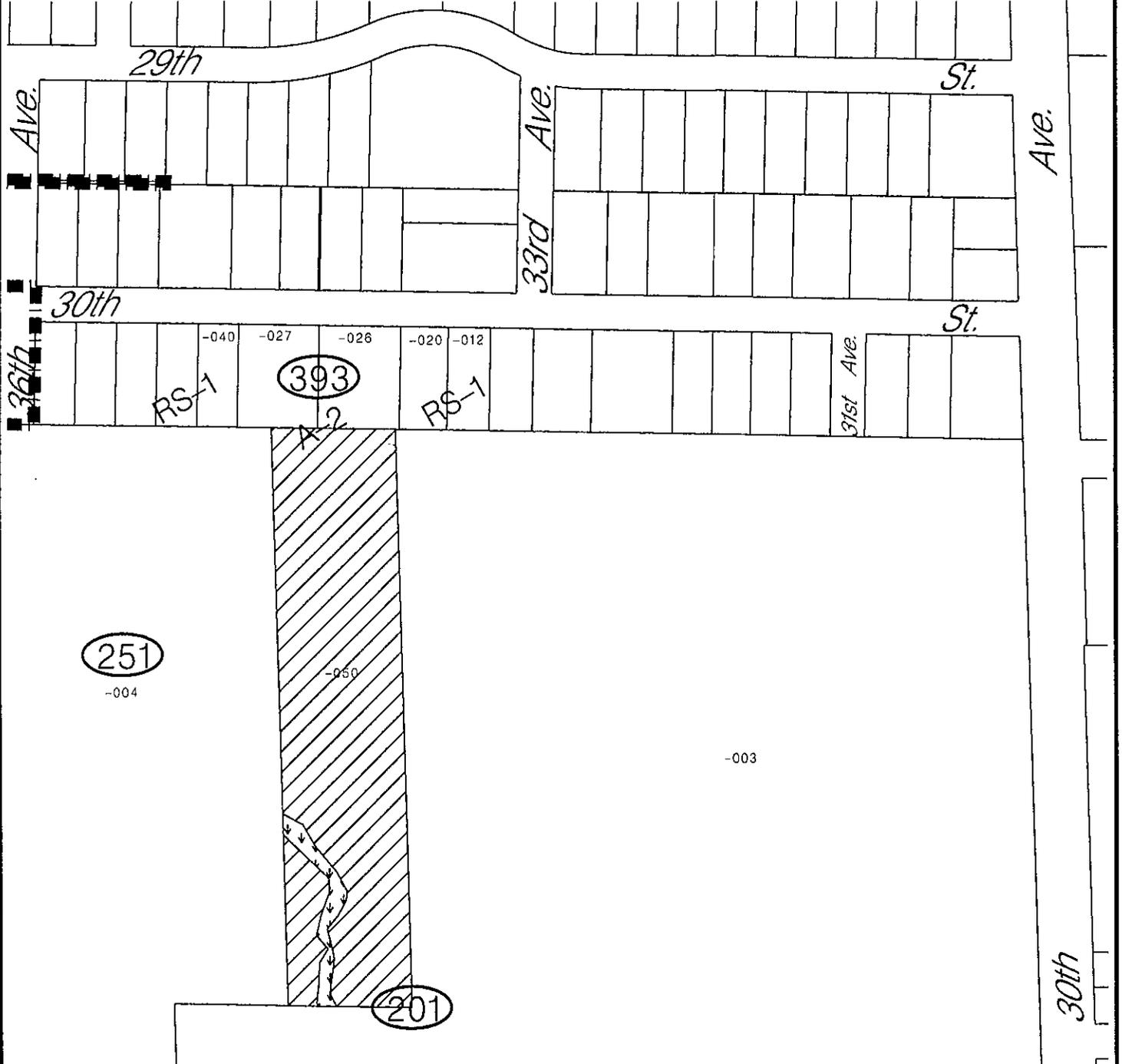
District Map

Rezoning

Gateway Technical College Petition

SUPPLEMENT NO. 28-10

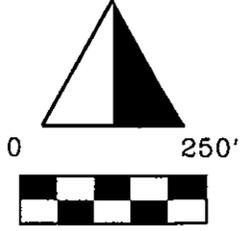
ORDINANCE NO. _____



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

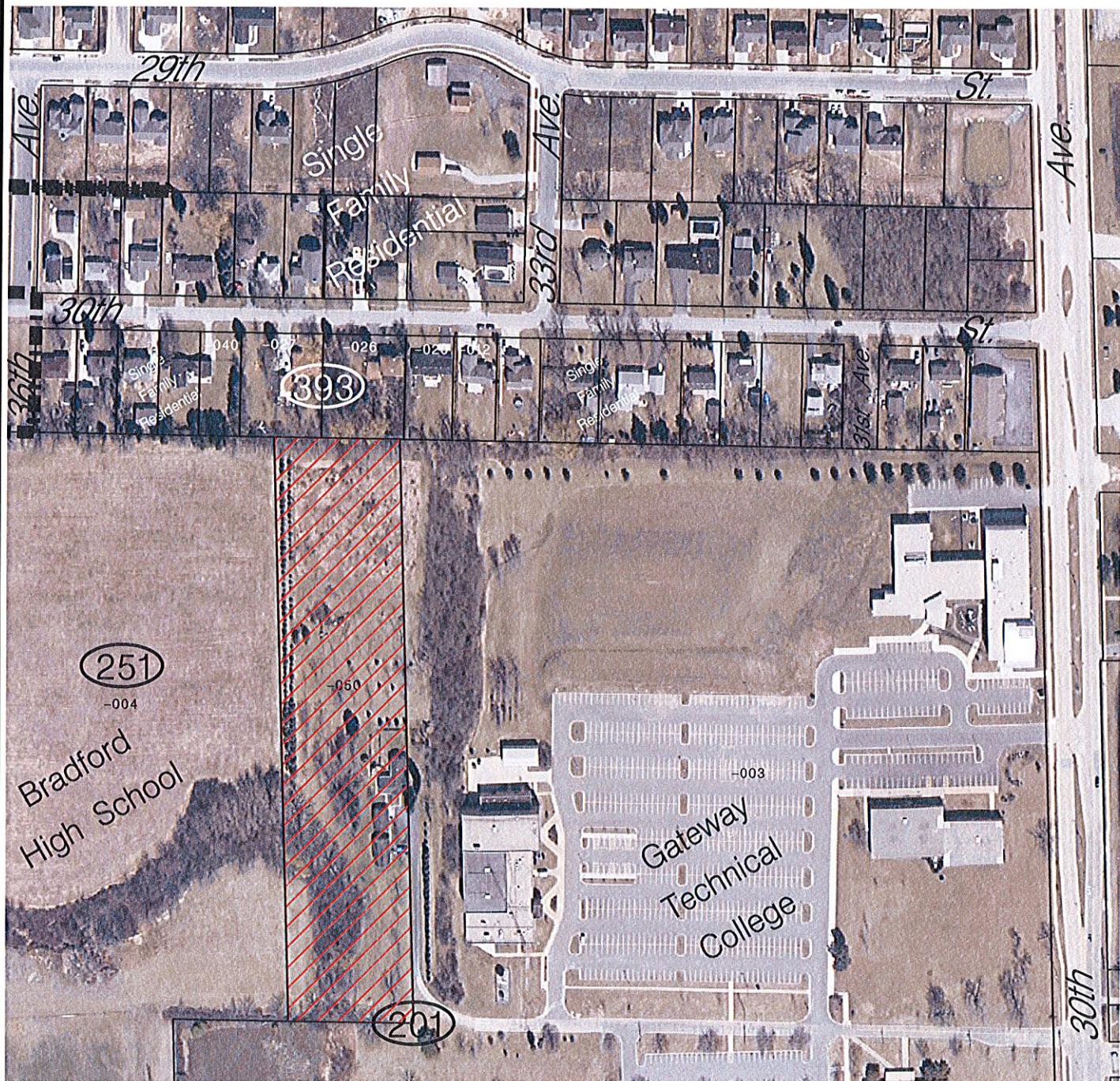
NORTH



CITY OF KENOSHA

Land Use Map

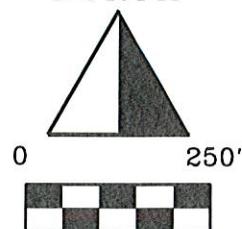
Gateway Technical College Rezoning



 *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:

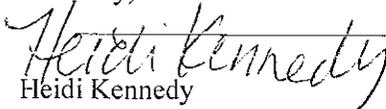
The Department has received the wetland delineation, submitted on your behalf, by Dave Meyer of Wetland and Waterway Consulting. The wetland delineation is dated September 7, 2010. The project site is located at tax parcel 07-222-25-201-050 in the NE ¼ of Section 25 Township 2 North, Range 22 East, in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

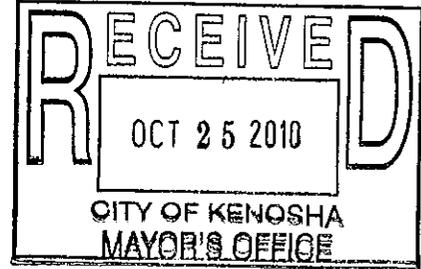
Phone: (262) 886-9720

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.

City Plan Division
625 52nd Street
Kenosha, WI 53140
262.653.4030

Kenosha City Plan Commission

FACT SHEET

November 4, 2010

Item 4

To Create Subsection 2.02 E.4 prohibiting off-premises signs and to Repeal and Recreate various sections of the Zoning Ordinance, removing off-premise signs as a conditional use in the B-2, M-1 and M-2 Districts; and To Create a limitation on the maintenance of non-conforming off-premises signs; and to Create a definition of "off-premises signs" in Section 12 of the Zoning Ordinance.
PUBLIC HEARING

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

This item requires final approval by the Common Council.

ANALYSIS:

- **Section 1** - Makes off-premises signs a prohibited use.
- **Sections 2 thru- 6** - Removes references to off-premises signs as conditional uses in the B-2, M-1 and M-2 Sections of the Zoning Ordinance.
- **Section 7** - Lists off-premises signs under non-conforming use and provides rules for repairs, alteration and/or restoration of existing non-conforming off-premises signs.
- **Section 8** - Provides a definition for off-premises signs.
- The purpose of the Zoning Ordinance is to stipulate that no new off-premises signs can be constructed in the City. There will also be a separate Ordinance Amendment to the City Code of General Ordinances.

RECOMMENDATION:

For Commission review and recommendation.



Rich Schroeder, Assistant City Planner



Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/ckays/1CPC/2010/Nov4/fact-zo-offpremise signs.odt

ZONING ORDINANCE NO. _____

DRAFT 10.29.10

BY: MAYOR

TO CREATE SUBSECTION 2.02 E.4 PROHIBITING OFF-PREMISES SIGNS AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE ZONING ORDINANCE, REMOVING OFF-PREMISE SIGNS AS A CONDITIONAL USE IN THE B-2, M-1 AND M-2 DISTRICTS; AND TO CREATE A LIMITATION ON THE MAINTENANCE OF NON-CONFORMING OFF-PREMISES SIGNS; AND TO CREATE A DEFINITION OF "OFF-PREMISES SIGN" IN SECTION 12 OF THE ZONING ORDINANCE

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

Section One: Section 2.02 E.4 of the Zoning Ordinance for the City of Kenosha,

Wisconsin, is hereby created as follows:

4. Any sales, rental, or leasing of a structure, or of space on a structure, for display on an off-premises sign.

Section Two: Section 3.14 C. 23 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

~~23. Off-Premise Signs, in conformance with Chapter 15 of the Code of General Ordinances.~~

Section Three: Section 3.17 C. 9 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

~~9. Off-Premise Signs, in conformance with Chapter 15 of the Code of General Ordinances.~~

Section Four: Section 3.18 C. 21 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

~~21. Off-Premise Signs, in conformance with Chapter 15 of the Code of General Ordinances.~~

Section Five: Group 4 of Table 4.01, Institutional and Other Conditional Uses, of

the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated:

GROUP 4 INSTITUTIONAL AND OTHER CONDITIONAL USES

<u>Development Type</u>	<u>Review Authority</u>
Accessory structures in the FW and FFO Districts	CC
Arena, auditorium, exhibition hall and stadium in the IP District	CC
Bed and breakfast establishments in the Rd, B-1, B-2, B-3, B-4 and IP Districts	CPD
Community living arrangements in the IP District	CC
Conditional uses within the C-2 Lowland Resource Conservancy District	CPD
Conference centers	CC
Filling within the FFO District	CC
Institutional structures in the FFO District	CC
Municipal water supply and sanitary sewerage systems in the FW and FFO Districts	CC
Open space & related uses in the FW District	CC
Penal, disciplinary, mental health and reform institutions in the IP District	CC
Rental or lease of pier or dock space in the Rg-2, Rm-1, Rm-2 and IP Districts	CC
Shelter facility in the IP District	CC
Storm Water Detention & Retention Basins	CPD
Utility substations	CPD
Financial institutions, including related drive-thru facilities in the IP District	CC
Communication towers and antennas in the IP District	CPD
Institutional development in the HRPO District	CC
Radio/Television/Relay Towers and Antenna in the IP District	CPD
Development consisting of 2 or more Buildings on a single parcel or contiguous parcels in the IP District	CC
A building with 20,000 gross sq. ft. or greater of floor area located in the IP District	CC
Off-Premise Signs in the B-2, M-1 or M-2 Districts	CPD

Section Six: Section 4.06 D. 16 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed:

16. Off-Premise Signs in the B-2, M-1 or M-2 Districts:-

- ~~a. Site Plan as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.~~
- ~~b. Drainage Plan as required in Sections 4.05 D. and 14.07 E. of the Zoning Ordinance.~~
- ~~c. Landscape Plan as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.~~
- ~~d. Utility Plan as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.~~
- ~~e. The Off-Premise Sign shall meet all dimensional and locational requirements of Chapter 15 of the Code of General Ordinances.~~
- ~~f. The Review Authority shall require the paving of any areas defined as a Parking Facility in Chapter 5 of the Code of General Ordinances that are not paved on the site proposed for the Off-Premise Sign. Parking facility(ies) shall be landscaped in conformance with Section 14 of the Zoning Ordinance. Site lighting for the parking facility(ies) shall be installed in conformance with Section 14.07 D.11. of the Zoning Ordinance.~~
- ~~g. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.~~

Section Seven: Section 7.03 E. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no nonconforming off-premises sign may be repaired, altered, or restored. Subject to the provision of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no sales, rental, or leasing of a structure, or sales, rental, or leasing of space on a structure, for display on an off-premises sign may occur.

Section Eight: Definition of “Off- Premises Sign” in Section 12 of the Zoning

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

Off-Premises Sign. A sign identifying or advertising a business, owner, operator, product, service or commercial activity neither located nor available on the lot or on the group of contiguous lots which functions as a unified business center, upon which lot or group of contiguous lots the sign is located. The term “off premise signs” specifically excludes signs placed on fences or backstops of athletic fields owned or operated by the City, Kenosha Unified Schools, any other governmental agency, or any bona fide educational, religious, or charitable institution. The term “off premises sign” specifically excludes an historical sign as that term is defined in Chapter 15 of the Code of General Ordinances.

Section Nine: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ZONING ORDINANCE NO. _____

BY: MAYOR

TO CREATE SUBSECTION 2.02 E.4 PROHIBITING OFF-PREMISES SIGNS AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE ZONING ORDINANCE, REMOVING OFF-PREMISE SIGNS AS A CONDITIONAL USE IN THE B-2, M-1 AND M-2 DISTRICTS; AND TO CREATE A LIMITATION ON THE MAINTENANCE OF NON-CONFORMING OFF-PREMISES SIGNS AND TO CREATE A DEFINITION OF "OFF-PREMISES SIGNS" IN SECTION 12 OF THE ZONING ORDINANCE

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Section Two: Section 3.14 C. 23 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed.

Section Three: Section 3.17 C. 9 of the Zoning Ordinance for the City of

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GROUP 4 INSTITUTIONAL AND OTHER CONDITIONAL USES

<u>Development Type</u>	<u>Review Authority</u>
Accessory structures in the FW and FFO Districts	CC
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Bed and breakfast establishments in the Rd, B-1, B-2, B-3, B-4 and IP Districts	CPD
Community living arrangements in the IP District	CC
Conditional uses within the C-2 Lowland Resource Conservancy District	CPD
Conference centers	CC
Filling within the FFO District	CC

<u>Development Type</u>	<u>Review Authority</u>
Institutional structures in the FFO District	CC
Municipal water supply and sanitary sewerage systems in the FW and FFO Districts	CC
Open space & related uses in the FW District	CC
Penal, disciplinary, mental health and reform institutions in the IP District	CC
Rental or lease of pier or dock space in the Rg-2, Rm-1, Rm-2 and IP Districts	CC
Shelter facility in the IP District	CC
Storm Water Detention & Retention Basins	CPD
Utility substations	CPD
Financial institutions, including related drive-thru facilities in the IP District	CC
Communication towers and antennas in the IP District	CPD
Institutional development in the HRPO District	CC
Radio/Television/Relay Towers and Antenna in the IP District	CPD
Development consisting of 2 or more Buildings on a single parcel or contiguous parcels in the IP District	CC
A building with 20,000 gross sq. ft. or greater of floor area located in the IP District	CC

Section Six: Section 4.06 D. 16 of the Zoning Ordinance for the City of

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Section Seven: Section 7.03 E. of the Zoning Ordinance for the City of

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E. Subject to the provisions of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no nonconforming off-premises sign may be repaired, altered, or restored. Subject to the provision of Wisconsin Statutes §§ 62.23 (7) (h) and (hc), no sales, rental, or leasing of a structure, or sales, rental, or leasing of space on a structure, for display on an off-premises sign may occur.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
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 3
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. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6419, 6441 and 6515 Green Bay Road

NOTIFICATIONS/PROCEDURES:

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

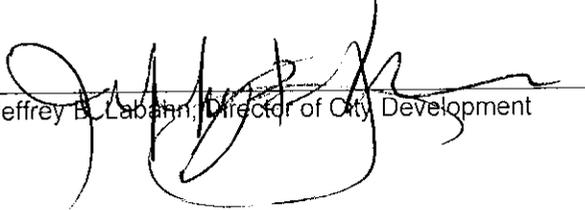
ANALYSIS:

- The Common Council adopted "A Comprehensive Plan for the City of Kenosha: 2035" on April 19, 2010.
- Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
- The attached Zoning Ordinance references Map C1-10 which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan. The Amendment will change the land use designation for the referenced properties from "Government, Institutional & Office" to "Commercial".

RECOMMENDATION:

A recommendation is made to approve the attached Zoning Ordinance.


Mike Maki, AICP, Planner
/u2/acct/cp/ckays/1CPC/2010/Dec9/fact-zo-1802b-lupm.odt


Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 b. OF THE ZONING
ORDINANCE TO AMEND THE LAND USE PLAN MAP
FOR THE CITY OF KENOSHA: 2035**

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

Section One: Subsection 18.02 b. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

- 18.02** The comprehensive plan adopted in subsection 18.01 is amended by the following:
- a. By Common Council resolution 126-10 on file with the City Clerk.
 - b. By map C1-10 on file with the Department of City Development.

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

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 b. OF THE ZONING
ORDINANCE TO AMEND THE LAND USE PLAN MAP
FOR THE CITY OF KENOSHA: 2035**

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

Section One: Subsection 18.02 b. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

a. By Common Council resolution 126-10 on file with the City Clerk.

b. By map C1-10 on file with the Department of City Development.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

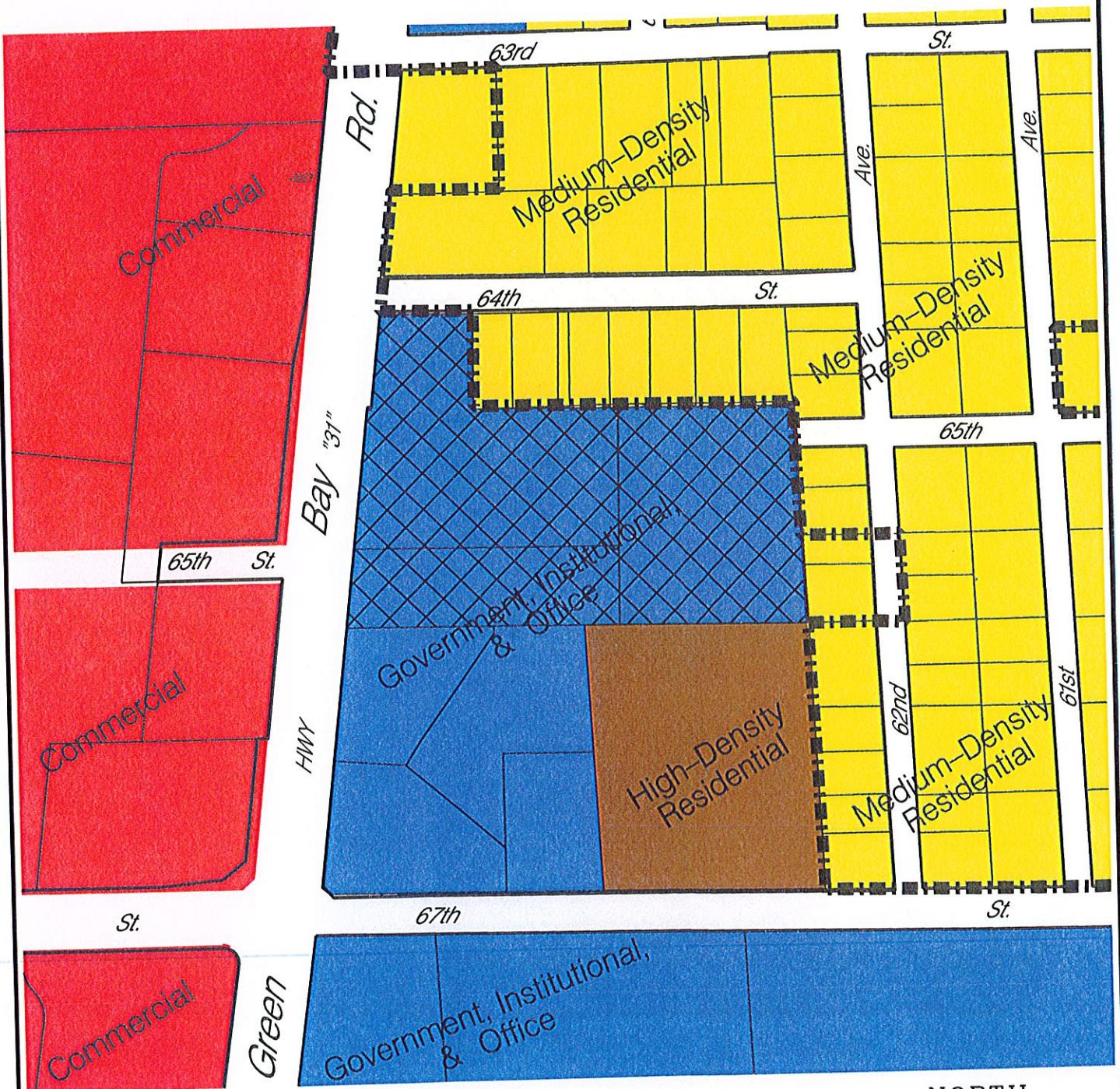
Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

CITY OF KENOSHA
 Comprehensive Plan Amendment Map

Map C1-10

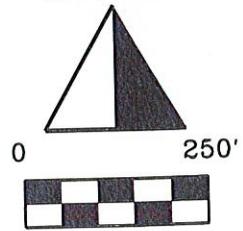


Property requested to be changed from:



*Government, Institutional, and Office to
 Commercial*

NORTH



122-03-1&2

DCD ~ City Plan Division ~ JBL ~ BRW ~ 11-18-2010 ~ mc

Common Council Agenda Item #G3

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	December 9, 2010	Item 4
Petition 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) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6419 Green Bay Road owned by T Properties, LLC
6441 Green Bay Road owned by Bravo Realty, LLC
6515 Green Bay Road owned by Shout LLC

Vicinity Zoning/Land Use

North: RS-(County)/Single-Family Residential
South: B-2, RM-3/Office, Multiple-Family Residential
East: RS-1, RS (County)/Single-Family Residential
West: B-2/Commercial

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The owners of the properties have requested to rezone the three properties from IP Institutional Park to B-2 Community Business District. The purpose of the rezoning is to allow the two existing buildings and future buildings to be constructed to be occupied by commercial/retail uses.
- Rezoning of the property to B-2 Community Business District is inconsistent with the *Comprehensive Land Use Plan for the City of Kenosha: 2035*. Analysis of the inconsistency with that plan is included in the Staff Report for the City Plan Commission Resolution to amend the plan.
- If a rezoning to B-2 Community Business District is approved by the Common Council, there will be a large number of additional uses that could be located on the three properties, many of them of a commercial/retail use. The existing zoning of IP Institutional Park limits the uses to mostly office and non-retail type uses.
- The Conditional Use Permit approval for the buildings on the site has expired. Therefore, any new building on the site, or the addition of a drive-thru to either of the existing buildings would require a new Conditional Use Permit application and approval by the Common Council with either the existing IP Institutional Park zoning or the proposed B-2 Community Business District rezoning.
- This rezoning is in conformance with Section 10.02 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the rezoning.

B. R. L. O.

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

Jeffrey B. Labahn

Jeffrey B. Labahn, Director of City Development

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE PROPERTY LOCATED 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]

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.
Z9-10 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

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

MEMO

TO: Mike Higgins, City Clerk
FROM: Brian Wilke, Department of City Development *BRW*
RE: Rezoning at 6419, 6441 and 6515 Green Bay Road - Bravo Realty, LLC
DATE: December 13, 2010

Attached are the two (2) original Protest Petitions regarding the Rezoning at 6419, 6441 and 6515 Green Bay Road. The signatures have been verified by City Development Staff. The required minimum percentage of signatures from land owners has been provided. Therefore, the Protest Petitions are valid.

When the Common Council takes action on this item at their meeting on Wednesday, January 19, 2011, it will require a favorable vote of three-fourths of the Council members voting on the rezoning to pass the item, rather than a simple majority. This item will be on the Common Council agenda for first reading on December 20, 2010 and seconded reading on January 19, 2011. A copy of these Protest Petitions will be included in the backup for both meetings.

If you have any questions, please call me at 653.4030 or via email at bwilke@kenosha.org.

BRW:kas
Attachments

PETITION OF PROTEST

We, the undersigned and owners of property whose address follows our respective signatures, do hereby protest the change of zone or district from IP Industrial to B-2 Community Business of the property known as (or located at): 6419, 6441 and 6515 Green Bay Rd.

Names of Owners	Address of Property Owned	Date
Denise Lewis / Denise Lewis	6223 6440 St. Kenosha, WI	12/5/10
Steve and Linda Lewis / Steve Lewis	6200 - 64 St	12-5-10
Mary Louise / Tom Lorell	6211-64 St.	12-5-2010
Karen / Karen	6205 64 St.	12-5-2010
Sharon Miller	6412 64 Ave	12-5-2010
Christ K. / Christ	6215 64 St.	12/5/2010
Dorothy Morris	6221 64 St	12/5/2010

For additional signatures and address, use reverse side.

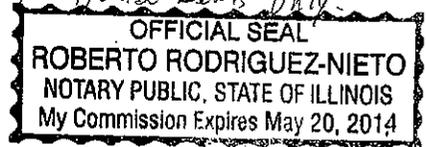
The undersigned, under oath, does swear that he/she personally circulated the above protest petition and that the parties whose signatures appear thereon personally signed said document in his/her presence.

Denise Lewis Denise Lewis ^{DL} (Signature)
Denise Lewis (Print Name)

Subscribed and sworn to me this 6 day of December 2005

For Denise Lewis Only

Roberto Rodriguez-Nieto
 Notary Public, ~~Kenosha, County, Wisconsin~~ *Kenosha County, IL*
 My Commission Expires/Is: May 20 2014



For Office Use Only	
I hereby certify that:	
<input type="checkbox"/>	Owners of at least 20% of the area included in such proposed change, (and) (or)
<input checked="" type="checkbox"/>	Owners of at least 20% of the area of the land immediately adjacent to such proposed change and extending 100 feet therefrom (and) (or)
<input type="checkbox"/>	Owners of at least 20% of the land directly opposite of the proposed change extending 100 feet from the street frontage of such opposite land
have signed and acknowledged this protest and such proposed rezoning shall not become effective except by the favorable vote of three-fourth (3/4's) of the members of the Common Council voting on the proposed change.	
<div style="text-align: right;">  City Planner City of Kenosha </div> <div style="text-align: right;"> <u>12/13/10</u> Date </div>	

PETITION OF PROTEST

We, the undersigned and owners of property whose address follows our respective signatures, do hereby protest the change of zone or district from IP Industrial Park to B-2 Community of the property known as (or located at): 6419, 6441 and 6515 Broadway Business Road

Names of Owners	Address of Property Owned	Date
Matthew Nielson	6219 64th St	12-6-10
Matthew Nielson	6219 64th St	12-6-10
Kevin Jant	6420 62nd Ave	12-6-10
Greg DeMichi	6512 62nd Ave	12-6-10

* For additional signatures and address, use reverse side.

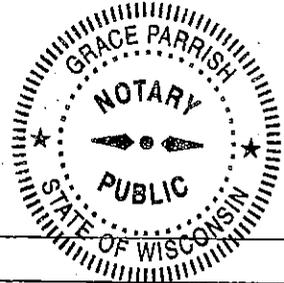
The undersigned, under oath, does swear that he/she personally circulated the above protest petition and that the parties whose signatures appear thereon personally signed said document in his/her presence.

Matthew Nielson (Signature)
Matthew Nielson (Print Name)

Subscribed and sworn to me this 9 day of December 2010.

Grace Parrish

Notary Public, Kenosha, County, Wisconsin
My Commission Expires/Is: June 22, 2014



For Office Use Only

I hereby certify that:

<input type="checkbox"/>	Owners of at least 20% of the area included in such proposed change, (and) (or)
<input checked="" type="checkbox"/>	Owners of at least 20% of the area of the land immediately adjacent to such proposed change and extending 100 feet therefrom (and) (or)
<input type="checkbox"/>	Owners of at least 20% of the land directly opposite of the proposed change extending 100 feet from the street frontage of such opposite land

have signed and acknowledged this protest and such proposed rezoning shall not become effective except by the favorable vote of three-fourth (3/4's) of the members of the Common Council voting on the proposed change.

[Signature] 12/13/10
 City Planner Date
 City of Kenosha

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z9-10

ORDINANCE NO. _____

Bravo Realty, LLC et al Petition

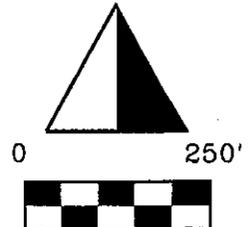


Property requested to be rezoned from:

 IP Institutional Park to
B-2 Community Business

 Municipal Boundary

NORTH



CITY OF KENOSHA

Land Use Map

Bravo Realty, LLC et al Rezoning

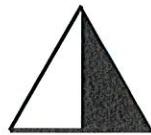


Property requested to be rezoned



Municipal Boundary

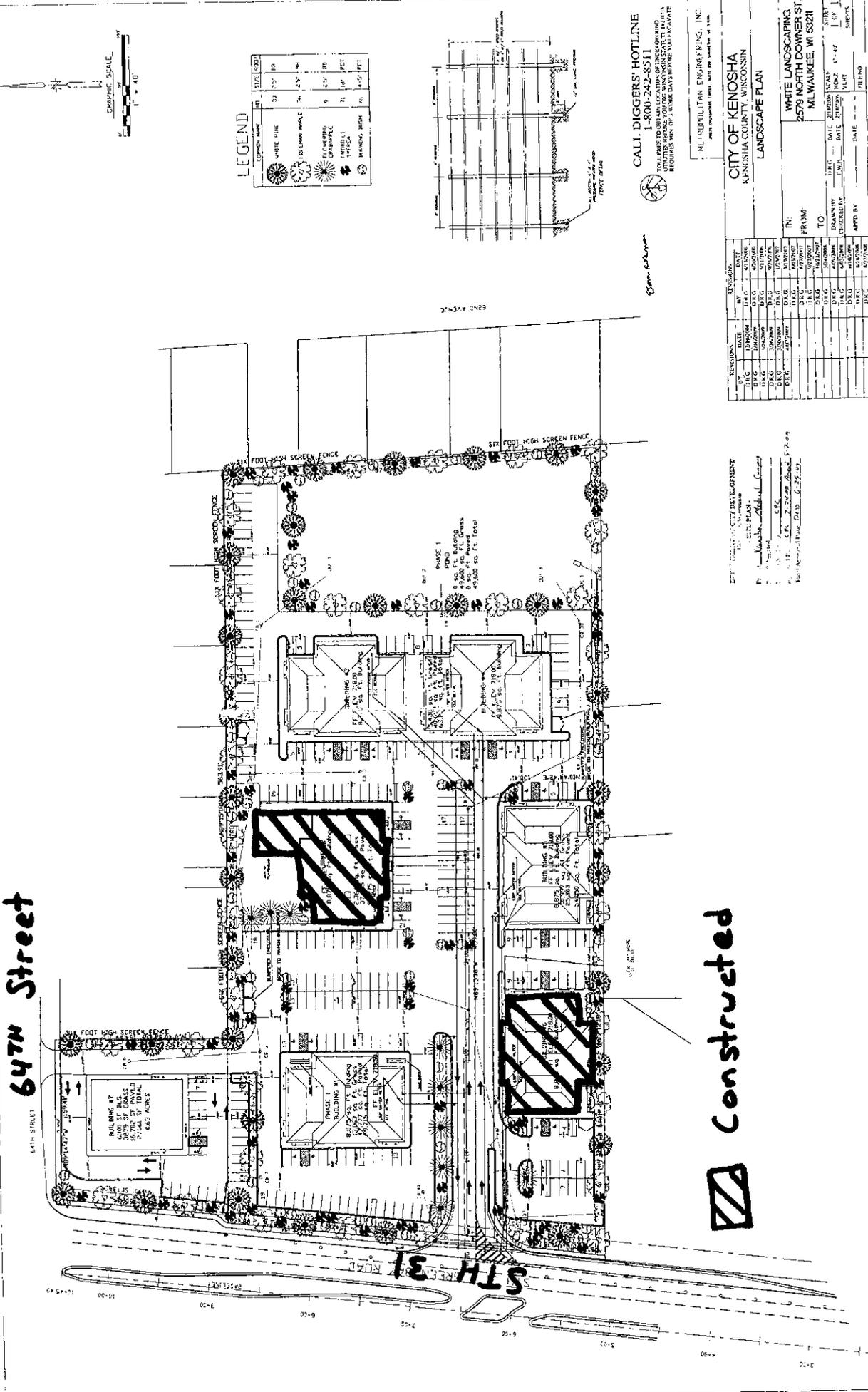
NORTH



0 250'



64TH Street

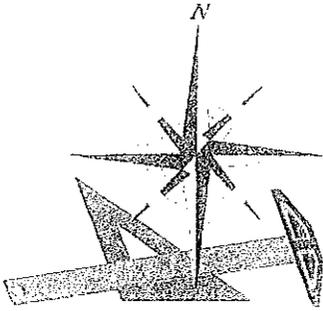


LEGEND

SYMBOL	DESCRIPTION
(Symbol)	WHITE PINE
(Symbol)	EVERGREEN
(Symbol)	SHRUBS
(Symbol)	TREES

Constructed

C-639



William A. Morris
Architect – L.L.C.

NOVEMBER 9, 2010

To:
The Honorable Mayor Keith Bosman
And Members of the Common Council
City of Kenosha
625 52nd Street
Kenosha, Wi. 53140

Dear Mayor & Members of the Common Council

Please accept this letter on behalf of Mr. Ehab Atout requesting that his properties located at 6419 Green Bay Road (Parcel No. 03-122-03-150-001), 6515 Green Bay Road (Parcel No. 03-122-03-151-003) and 6441 Green Bay Road (Parcel No. 03-122-03-151-008) be rezoned from their current IP Zoning to B2 Community Business. The purpose of the request is to provide for viable uses which have expressed a desire to locate to one of these sites in this current very challenging economic time. Attached is the previous approved site / operational plan which he commits to continuing to follow. Please inform Mr. Atout of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Mr. Atout at:

Bravo Realty
2400 Ryan Road – Suite 4
Oak Creek, Wi. 53154

His phone number is 1-414-405-1000 should you need to reach him regarding this request

Sincerely

William A. Morris RA

Mr. Ehab Atout – On behalf of
Bravo Realty – Shout LLC & T Properties

October 7th 2010

City of Kenosha
Dept of City Development
625 52nd Street
Kenosha,, Wi. 53140

To Whom It May Concern:

Please accept this letter as our approval for Mr. Atout / Bravo Realty to act on our behalf
in our rezoning request

Thank you for your assistance

Yours truly,

 , member
T Properties, LLC

October 7th 2010

City of Kenosha
Dept of City Development
625 52nd Street
Kenosha,, Wi. 53140

To Whom It May Concern:

Please accept this letter as our approval for Mr. Atout / Bravo Realty to act on our behalf
in our rezoning request

Thank you for your assistance

A handwritten signature in black ink, appearing to be 'A. Atout', written over a horizontal line.

Yours truly,

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 6419, 6441 and 6515 Green Bay Road (T Properties, LLC; Shout, LLC and Bravo Realty, LLC)

The City Plan Commission will hold a public hearing on the Petition submitted by Mr. Eihab Atout to rezone his properties located at 6419, 6441 and 6515 Green Bay Road. The proposed rezoning would amend the zoning on the properties from IP Institutional Park to B-2 Community Business District. The purpose of the rezoning request is to utilize the existing buildings and future buildings as commercial/retail uses.

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 Wednesday, January 19, 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

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for
Razing/Pre-Razing of Structures**

BE IT RESOLVED, that special assessments for razing/pre-razing of structures during 2010, in the total amount of **\$11,300.80**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
12-223-31-277-005-0	0	\$100.00	\$11200.80	\$11,300.80

COSTS ASSOCIATED WITH RAZE OF PROPERTY:
 CONTRACTOR'S CHARGE FOR RAZE, STAFF TIME
 AND ADMIN FEE

PROPERTY ADDRESS
 ADAM T & LEAH B SCHWER
 1607 050 ST

MAIL TO ADDRESS
 ADAM T & LEAH B SCHWER
 1607 50TH ST
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 PT OF NW 1/4 SEC 31 T2 R23
 COM ON S LINE OF 50TH ST
 274.11 FT E OF CT LINE OF
 17TH AVE TH S 148 FT E 45
 FT N 148 FT W TO BEG 7 FT
 RESERVED FOR ALLEY
 DOC#1240702 DOC#1242655 DOC#128277
 DOC#1419063 DOC#1419148 DOC#144143
 DOC#1456434
 DOC#1620443 ORDER TO RAZE

 STREET TOTAL 0.00 \$11,300.80

PAGE 1

GRAND TOTALS PARCELS 1 FOOTAGE 0.000 TOTAL COST \$11,300.80

PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of **\$9,736.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
03-122-05-326-600-0				

PROPERTY ADDRESS
 JUVENTINO & MARIA PUENTE
 9921 069 ST

MAIL TO ADDRESS
 JUVENTINO & MARIA PUENTE
 9921 69TH ST
 KENOSHA, WI 53142

LEGAL DESCRIPTION
 LOT 600 WHITECAPS UNIT 7 PT
 NW 1/4 AND NE 1/4 OF SW 1/4
 SEC 5 T1 R22 PLAT#7713
 (1999 PT 03-122-05-325-004)
 DOC#1087028 .18 AC
 DOC#1170922

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
05-123-06-106-031-0				

PROPERTY ADDRESS
 ZELDA CHULEW 1/2 (TOD) BERNARD CHUL
 6118 007 AV

MAIL TO ADDRESS
 ZELDA CHULEW
 MENDEL CHULEW
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 PT OF LOT 16 COM AT NE COR TH W
 90 FT S 44 FT E TO 7TH AVE N
 TO BEG BEING PT OF NE 1/4 SEC
 6 T 1 R 23
 V 545 P 199
 V 972 P 562
 DOC#1537988 TOD

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$180.00	\$280.00
05-123-06-128-014-0				

PROPERTY ADDRESS
 HERBERT A & SONDR A M JOHNSON
 6022 011 AV

MAIL TO ADDRESS
 HERBERT A & SONDR A M JOHNSON
 3747 VISTA CAMPANA S UNIT 68
 OCEANSIDE, CA 92057-8229

LEGAL DESCRIPTION
 3543 NE 1/4 SEC 6 T 1 R 23
 GRANT COURT SUB THE N 3 FT OF
 S 20 FT OF LOT 17 EXCEPT W 3
 FT THEREOF & S 17 FT OF LOT 17
 & N 33 FT OF LOT 18
 DOC#1170613
 DOC#1398882

PARCEL NUMBER	LOT	\$100.00	\$90.00	\$190.00
05-123-06-128-014-0				

PROPERTY ADDRESS
 HERBERT A & SONDR A M JOHNSON
 6022 011 AV

MAIL TO ADDRESS
 HERBERT A & SONDR A M JOHNSON
 3747 VISTA CAMPANA S UNIT 68
 OCEANSIDE, CA 92057-8229

LEGAL DESCRIPTION
 3543 NE 1/4 SEC 6 T 1 R 23
 GRANT COURT SUB THE N 3 FT OF
 S 20 FT OF LOT 17 EXCEPT W 3
 FT THEREOF & S 17 FT OF LOT 17
 & N 33 FT OF LOT 18
 DOC#1170613
 DOC#1398882

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
05-123-06-128-014-0		\$100.00	\$360.00	\$460.00

PROPERTY ADDRESS
 HERBERT A & SONDR A M JOHNSON
 6022 011 AV

MAIL TO ADDRESS
 HERBERT A & SONDR A M JOHNSON
 3747 VISTA CAMPANA S UNIT 68
 OCEANSIDE, CA 92057-8229

LEGAL DESCRIPTION
 3543 NE 1/4 SEC 6 T 1 R 23
 GRANT COURT SUB THE N 3 FT OF
 S 20 FT OF LOT 17 EXCEPT W 3
 FT THEREOF & S 17 FT OF LOT 17
 & N 33 FT OF LOT 18
 DOC#1170613
 DOC#1398882

PARCEL NUMBER	LOT	\$100.00	\$180.00	\$280.00
05-123-06-131-004-0				

PROPERTY ADDRESS
 PHILLIP & MARY ELLEN KERNES
 1125 061 ST

MAIL TO ADDRESS
 PHILLIP & MARY ELLEN KERNES
 331 N PRAIRIE AVE
 WINTHROP HARBOR, IL 60096

LEGAL DESCRIPTION
 PT OF LOTS 7 & 8 BLK 6 NICHOLS
 & HOLMES ADD PT OF NE 1/4 SEC 6
 T 1 R23 COM AT NW COR OF BLK TH
 S 82 FT E 45 FT N 82 FT W 45 FT
 TO POB
 DOC#1135713
 DOC#1364123

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 11-001

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
05-123-06-231-010-0		\$100.00	\$360.00	\$460.00

PROPERTY ADDRESS
 PROVISION PROPERTIES LLC
 1923 062 ST

MAIL TO ADDRESS
 PROVISION PROPERTIES LLC
 20344 ROSE COTTAGE WAY
 LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
 LOT 3 BLK 20 BOND'S SUB PT
 OF NW 1/4 SEC 6 T 1 R 23
 DOC#1367070
 DOC#1416539
 DOC#1484823
 DOC#1484824
 DOC#1484827

08-222-35-128-007-0		\$100.00	\$72.00	\$172.00
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PROPERTY ADDRESS
 LIQUIDATION PROPERTIES LLC
 4604 050 ST

MAIL TO ADDRESS
 LIQUIDATION PROPERTIES LLC
 4600 REGENT BLVD, STE 200
 IRVINE, TX 75063

LEGAL DESCRIPTION
 LOT 105 KENOSHA LAND SUB UNIT
 #1 PT NE 1/4 SEC 35 T 2 R 22
 DOC#1207546
 DOC#1357683
 DOC#1374189
 DOC#1376858 NOTE
 DOC#1427352
 DOC#1610743

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 11-001

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
09-222-36-254-002-0		\$100.00	\$180.00	\$280.00

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

09-222-36-254-002-0		\$100.00	\$90.00	\$190.00
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PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
09-222-36-254-002-0		\$100.00	\$72.00	\$172.00

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

09-222-36-382-002-0		\$100.00	\$180.00	\$280.00
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PROPERTY ADDRESS
SCOTT GRUNDY
5807 032 AV

MAIL TO ADDRESS
SCOTT GRUNDY
10591 48TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 96 H L BULLAMORE'S SUB
BEING PT OF SW 1/4 SEC 36 T 2
R 22
V 1620 P 992

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
11-223-30-434-006-0				

PROPERTY ADDRESS
ON TOP REAL ESTATE LLC
4013 010 AV

MAIL TO ADDRESS
ON TOP REAL ESTATE LLC
6631 SPRING HILL DR UNIT 68
RACINE, WI 53406

LEGAL DESCRIPTION
LOT 3 BLK 1 LINDERMAN'S SUB
PT SE 1/4 SEC 30 T 2 R 23
ALSO W 1/2 VACATED ALLEY
RES# 49-81 V 1091 P 232
V 1340 P 978
DOC#1635474

PARCEL NUMBER	LOT	\$100.00	\$90.00	\$190.00
11-223-30-434-006-0				

PROPERTY ADDRESS
ON TOP REAL ESTATE LLC
4013 010 AV

MAIL TO ADDRESS
ON TOP REAL ESTATE LLC
6631 SPRING HILL DR UNIT 68
RACINE, WI 53406

LEGAL DESCRIPTION
LOT 3 BLK 1 LINDERMAN'S SUB
PT SE 1/4 SEC 30 T 2 R 23
ALSO W 1/2 VACATED ALLEY
RES# 49-81 V 1091 P 232
V 1340 P 978
DOC#1635474

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
11-223-30-434-013-0		\$100.00	\$180.00	\$280.00

PROPERTY ADDRESS
 JOSEPH N STURINO
 4026 SHE RD

MAIL TO ADDRESS
 JOSEPH N STURINO
 2011 75TH ST
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 PT OF B 27 SE 1/4 SEC 30 T 2 R
 23 COM 325 FT N OF SE COR OF B
 TH W 121.44 FT N 56 1/2 FT E
 121.44 FT S TO BEG
 DOC #985809
 DOC #987360
 DOC#1418098

11-223-30-434-013-0		\$100.00	\$360.00	\$460.00
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PROPERTY ADDRESS
 JOSEPH N STURINO
 4026 SHE RD

MAIL TO ADDRESS
 JOSEPH N STURINO
 2011 75TH ST
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 PT OF B 27 SE 1/4 SEC 30 T 2 R
 23 COM 325 FT N OF SE COR OF B
 TH W 121.44 FT N 56 1/2 FT E
 121.44 FT S TO BEG
 DOC #985809
 DOC #987360
 DOC#1418098

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 11-001

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
11-223-30-436-020-0		\$100.00	\$360.00	\$460.00

PROPERTY ADDRESS
 JOPPA LODGE NO 9 F & A.M.
 4054 007 AV

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOPPA LODGE NO 9 F & A M 4054 7TH AVE KENOSHA, WI 53140	SE 1/4 SEC 30 T 2 R 23 DUNNEBACK'S SUB BLK 28 E 75FT OF LOT 1 V 1361 P 588

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
11-223-30-436-020-0				

PROPERTY ADDRESS
 JOPPA LODGE NO 9 F & A.M.
 4054 007 AV

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOPPA LODGE NO 9 F & A M 4054 7TH AVE KENOSHA, WI 53140	SE 1/4 SEC 30 T 2 R 23 DUNNEBACK'S SUB BLK 28 E 75FT OF LOT 1 V 1361 P 588

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
11-223-30-436-020-0				

PROPERTY ADDRESS
 JOPPA LODGE NO 9 F & A.M.
 4054 007 AV

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOPPA LODGE NO 9 F & A M 4054 7TH AVE KENOSHA, WI 53140	SE 1/4 SEC 30 T 2 R 23 DUNNEBACK'S SUB BLK 28 E 75FT OF LOT 1 V 1361 P 588

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
11-223-30-451-012-0		\$100.00	\$90.00	\$190.00

PROPERTY ADDRESS
DALE NEHLS LC
716 043 ST

MAIL TO ADDRESS
DALE NEHLS
714 43RD ST
KENOSHA, WI 53140-5700

LEGAL DESCRIPTION
PT OF B 29 SE 1/4 SEC 30 T 2 R
23 COM ON N LINE OF 43RD ST
172 FT W OF SE COR OF B TH N
109 FT W 40FT S 109 FT E 40 FT
TO BEG

11-223-30-451-013-0		\$100.00	\$90.00	\$190.00
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PROPERTY ADDRESS
DALE A NEHLS
714 043 ST

MAIL TO ADDRESS
DALE A NEHLS
714 43RD ST
KENOSHA, WI 53140-5700

LEGAL DESCRIPTION
PT OF BLK 29 SE 1/4 SEC 30 T 2
R23 COM 8 RDS W OF SE COR OF B
TH N 9 RDS W 33 FT S 39 1/2 FT
W 7 FT S 110 FT E 40 FT TO BEG
DOC#1217980

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
11-223-30-451-014-0		\$100.00	\$72.00	\$172.00

PROPERTY ADDRESS
 PROVISION PROPERTIES LLC
 706 043 ST

MAIL TO ADDRESS
 PROVISION PROPERTIES LLC
 20344 ROSE COTTAGE WAY
 LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
 SE 1/4 SEC 30 T 2 R 23 BLK 29
 COM 64 FT W OF SE COR OF BLK
 TH W 68 FT N 44 FT E 68 FT S
 44 FT TO BEG
 V 1379 P144
 DOC#1055448
 DOC#1393943
 DOC#1393944
 DOC#1484817
 DOC#1484818
 DOC#1484819
 DOC#1484827

11-223-30-451-014-0		\$100.00	\$90.00	\$190.00
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PROPERTY ADDRESS
 PROVISION PROPERTIES LLC
 706 043 ST

MAIL TO ADDRESS
 PROVISION PROPERTIES LLC
 20344 ROSE COTTAGE WAY
 LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
 SE 1/4 SEC 30 T 2 R 23 BLK 29
 COM 64 FT W OF SE COR OF BLK
 TH W 68 FT N 44 FT E 68 FT S
 44 FT TO BEG
 V 1379 P144
 DOC#1055448
 DOC#1393943
 DOC#1393944
 DOC#1484817
 DOC#1484818
 DOC#1484819
 DOC#1484827

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
11-223-30-451-014-0		\$100.00	\$180.00	\$280.00

PROPERTY ADDRESS
 PROVISION PROPERTIES LLC
 706 043 ST

MAIL TO ADDRESS
 PROVISION PROPERTIES LLC
 20344 ROSE COTTAGE WAY
 LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
 SE 1/4 SEC 30 T 2 R 23 BLK 29
 COM 64 FT W OF SE COR OF BLK
 TH W 68 FT N 44 FT E 68 FT S
 44 FT TO BEG
 V 1379 P144
 DOC#1055448
 DOC#1393943
 DOC#1393944
 DOC#1484817
 DOC#1484818
 DOC#1484819
 DOC#1484827

11-223-30-451-014-0		\$100.00	\$360.00	\$460.00
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PROPERTY ADDRESS
 PROVISION PROPERTIES LLC
 706 043 ST

MAIL TO ADDRESS
 PROVISION PROPERTIES LLC
 20344 ROSE COTTAGE WAY
 LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
 SE 1/4 SEC 30 T 2 R 23 BLK 29
 COM 64 FT W OF SE COR OF BLK
 TH W 68 FT N 44 FT E 68 FT S
 44 FT TO BEG
 V 1379 P144
 DOC#1055448
 DOC#1393943
 DOC#1393944
 DOC#1484817
 DOC#1484818
 DOC#1484819
 DOC#1484827

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 11-001

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
11-223-30-476-014-0		\$100.00	\$72.00	\$172.00

PROPERTY ADDRESS
ARTHUR L RENDALL
416 043 ST

MAIL TO ADDRESS
ARTHUR L RENDALL
PO BOX 372
KENOSHA, WI 53141

LEGAL DESCRIPTION
2014 COM 231 FT E OF NW COR OF
LOT 9 TH E 97 FT S 66 FT W 113
FT N 66 FT TO BEG PT OF LOT 9
B 34FT OF SE 1/4 SEC 30 T 2 R
23

12-223-31-139-007-0		\$100.00	\$360.00	\$460.00
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PROPERTY ADDRESS
RENE A ESCOBEDO & CELIA ESCOBEDO
4711 SHE RD

MAIL TO ADDRESS
RENE A ESCOBEDO
4711 SHERIDAN RD
KENOSHA, WI 53140

LEGAL DESCRIPTION
THE S 44 FT OF LOT 4 BLK 67
PT OF NE 1/4 SEC 31 T2 R 23
DOC#1435139
DOC#1457971

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
12-223-31-141-005-0		\$100.00	\$90.00	\$190.00

PROPERTY ADDRESS
MARY DEMET
4611 008 AV

MAIL TO ADDRESS
MARY DEMET
2808 OREGON ST
RACINE, WI 53405

LEGAL DESCRIPTION
PT OF LOTS 2 & 3 BLK 63 ORIGINAL
TOWN SOUTHPORT PT NE 1/4 SEC 31
T 2 R 23 BEG ON E LINE 8TH AVE
132 FT S OF S LINE 46TH ST TH E
98.3 FT N 8FT W 37.8 FT N 31 FT
W 60.5 FT S 39 FT TO BEG
V 1548 P 144
V 1633 P 132
DOC #1255097
DOC #1326540
DOC #1363896
DOC #1435724
DOC#1434769 NOTE
DOC#1500946

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
12-223-31-141-005-0		\$100.00	\$72.00	\$172.00

PROPERTY ADDRESS
MARY DEMET
4611 008 AV

MAIL TO ADDRESS
MARY DEMET
2808 OREGON ST
RACINE, WI 53405

LEGAL DESCRIPTION
PT OF LOTS 2 & 3 BLK 63 ORIGINAL
TOWN SOUTHPORT PT NE 1/4 SEC 31
T 2 R 23 BEG ON E LINE 8TH AVE
132 FT S OF S LINE 46TH ST TH E
98.3 FT N 8FT W 37.8 FT N 31 FT
W 60.5 FT S 39 FT TO BEG
V 1548 P 144
V 1633 P 132
DOC #1255097
DOC #1326540
DOC #1363896
DOC #1435724
DOC#1434769 NOTE
DOC#1500946

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
12-223-31-141-005-0		\$100.00	\$180.00	\$280.00

PROPERTY ADDRESS
MARY DEMET
4611 008 AV

MAIL TO ADDRESS
MARY DEMET
2808 OREGON ST
RACINE, WI 53405

LEGAL DESCRIPTION
PT OF LOTS 2 & 3 BLK 63 ORIGINAL
TOWN SOUTHPORT PT NE 1/4 SEC 31
T 2 R 23 BEG ON E LINE 8TH AVE
132 FT S OF S LINE 46TH ST TH E
98.3 FT N 8FT W 37.8 FT N 31 FT
W 60.5 FT S 39 FT TO BEG
V 1548 P 144
V 1633 P 132
DOC #1255097
DOC #1326540
DOC #1363896
DOC #1435724
DOC#1434769 NOTE
DOC#1500946

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
12-223-31-305-003-0		\$100.00	\$90.00	\$190.00

PROPERTY ADDRESS
NOEL C BAKER
1501 054 ST

MAIL TO ADDRESS
NOEL C BAKER
PO BOX 47501
CHICAGO, IL 60647

LEGAL DESCRIPTION
THE W 32 FT OF N 66 FT OF LOT 2
BLK 2 FISK'S ADD BEING PT OF SW
1/4 SEC 31 T 2 R 23
V 1408 P 673
V 1522 P 864
DOC #974290
DOC#1347325
DOC#1444082
DOC#1481165

12-223-31-305-003-0		\$100.00	\$180.00	\$280.00
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PROPERTY ADDRESS
NOEL C BAKER
1501 054 ST

MAIL TO ADDRESS
NOEL C BAKER
PO BOX 47501
CHICAGO, IL 60647

LEGAL DESCRIPTION
THE W 32 FT OF N 66 FT OF LOT 2
BLK 2 FISK'S ADD BEING PT OF SW
1/4 SEC 31 T 2 R 23
V 1408 P 673
V 1522 P 864
DOC #974290
DOC#1347325
DOC#1444082
DOC#1481165

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-384-013-0				

PROPERTY ADDRESS
FINE PROPERTIES LLC
5907 018 AV

MAIL TO ADDRESS
FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
BEING PT OF SW 1/4 SEC 31 T 2
R 23 COM ON E LINE OF 18TH AVE
247 FT N OF S LINE OF 1/4 SEC
TH E 92 FT N 50 FT W 92 FT S
50 FT TO BEG
DOC#1012067
DOC#1323937
DOC#1374008

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-384-013-0				

PROPERTY ADDRESS
FINE PROPERTIES LLC
5907 018 AV

MAIL TO ADDRESS
FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
BEING PT OF SW 1/4 SEC 31 T 2
R 23 COM ON E LINE OF 18TH AVE
247 FT N OF S LINE OF 1/4 SEC
TH E 92 FT N 50 FT W 92 FT S
50 FT TO BEG
DOC#1012067
DOC#1323937
DOC#1374008

STREET TOTAL	34.00	\$9,736.00
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GRAND TOTALS	PARCELS	34	FOOTAGE	34.000	TOTAL COST	\$9,736.00
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special assessments for boarding and securing (account #110-00-46808) during 2010, in the total amount of **\$5,039.56**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
04-122-12-156-011-0		\$100.00	\$72.12	\$172.12

PROPERTY ADDRESS
 ERIC W SENNHOLZ & MELINDA L KANGAS
 7954 029 AV

MAIL TO ADDRESS
 ERIC W SENNHOLZ
 MELINDA L KANGAS
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 PT OF NE 1/4 SEC 12 T 1 R 22
 LOT 1109 & 1110 EXC S 105 FT
 GREATER KENOSHA LAND CO 3RD
 SUB ALSO BEG ON CT LINE OF VAC
 ALLEY (RES 191- 75) TH W TO CT
 LINE OF CNS RR ROW TH S TO
 PROLONGATION W'LY OF SD LOTS
 TH E TO SW COR SD LOT TH N TO
 P.O.B. EXC S 105 FT 1976 V 938
 P 455 11046-1
 V 1550 P 622
 DOC#1240970
 DOC #1426707

04-122-14-152-020-0		\$100.00	\$372.00	\$472.00
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PROPERTY ADDRESS
 RICK A NELSEN
 8724 045 AV

MAIL TO ADDRESS
 RICK A NELSEN
 8724 45TH AVE
 KENOSHA, WI 53142-2437

LEGAL DESCRIPTION
 LOT 448 ISETTS ESTATES 10TH
 ADD PT NE 1/4 SEC 14 T1 R22
 1976 V 957 P 335
 V 1634 P 844
 DOC#1232824

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
05-123-06-128-005-0		\$100.00	\$60.00	\$160.00

PROPERTY ADDRESS
 HSBC BANK USA NA TRUSTEE
 6023 012 AV

MAIL TO ADDRESS
 HSBC BANK USA NA TRUSTEE
 12650 INGENUITY DR
 ORLANDO, FL 32826

LEGAL DESCRIPTION
 LOT 12 GRANT COURT SUB PT
 OF NE 1/4 SEC 6 T 1 R 23
 V 1621 P956
 DOC#1050483
 DOC#1205111
 DOC#1453698
 DOC#1463350 DEED IN ERROR
 DOC#1625672

05-123-06-207-001-0		\$100.00	\$72.12	\$172.12
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PROPERTY ADDRESS
 ESAW PRICE
 1501 062 ST

MAIL TO ADDRESS
 ESAW PRICE
 1501 62ND ST
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 LOT 1 BLK 17 BOND'S SUB PT
 OF NW 1/4 SEC 6 T 1 R 23
 V 1382 P 644
 DOC#1376912

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
05-123-06-382-001-0		\$100.00	\$92.12	\$192.12

PROPERTY ADDRESS
PNC MORTGAGE
1413 072 ST

MAIL TO ADDRESS
PNC MORTGAGE
C/O DENVER HOME OWNERSHIP CT
DENVER, CO 80202

LEGAL DESCRIPTION
E 45 FT OF LOT 39 PARK VIEW
KENOSHA HOUSE BLDG CO 1ST SUB
PT OF SW 1/4 SEC 6 T 1 R 23
V 1445 P 449
V 1684 P 549
DOC#1138532
DOC#1267168
DOC#1628527

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
05-123-06-453-013-0		\$100.00	\$72.12	\$172.12

PROPERTY ADDRESS
GARY L MADISON
7421 SHE RD

MAIL TO ADDRESS
GARY L MADISON
7421 SHERIDAN RD
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 13 PFENNIG'S SUNNYSIDE SUB
BEING PT OF SE 1/4 SEC 6 T1 R23
EXC SHERIDAN RD ROW DOC@1222025
(2002 LOT LINE ADJUSTMENT)
V 1390 P526
V 1657 P304
DOC#1019314
DOC#1174237
DOC#1362939

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
05-123-06-479-017-0		\$100.00	\$72.12	\$172.12

PROPERTY ADDRESS
GURPAL WISCONSIN STATIONS LLC
704 075 ST

MAIL TO ADDRESS
GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097

LEGAL DESCRIPTION
4132-1B SE 1/4 SEC 7 T 1 R 23
COM NW COR 7TH AVE & 75TH ST
TH N'LY 110.9 FT W 145.15 FT S
110.3 FT* TO N LN 75TH ST E TO
BEG V977 P230
DOC#1394141

PARCEL NUMBER	LOT	\$100.00	\$72.12	\$172.12
05-123-06-479-017-0				

PROPERTY ADDRESS
GURPAL WISCONSIN STATIONS LLC
704 075 ST

MAIL TO ADDRESS
GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097

LEGAL DESCRIPTION
4132-1B SE 1/4 SEC 7 T 1 R 23
COM NW COR 7TH AVE & 75TH ST
TH N'LY 110.9 FT W 145.15 FT S
110.3 FT* TO N LN 75TH ST E TO
BEG V977 P230
DOC#1394141

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
06-123-07-204-008-0		\$100.00	\$72.12	\$172.12

PROPERTY ADDRESS
PATRICIA D SCHULZ
1610 076 ST

MAIL TO ADDRESS
PATRICIA D SCHULZ
1610 76TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 184 PFENNIG'S SOUTHERN ADD
BEING PT OF NW 1/4 SEC 7 T1 R23
DOC #994029
DOC#1055114
DOC#1070395

PARCEL NUMBER	LOT	\$100.00	\$60.00	\$160.00
06-123-07-204-008-0				

PROPERTY ADDRESS
PATRICIA D SCHULZ
1610 076 ST

MAIL TO ADDRESS
PATRICIA D SCHULZ
1610 76TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 184 PFENNIG'S SOUTHERN ADD
BEING PT OF NW 1/4 SEC 7 T1 R23
DOC #994029
DOC#1055114
DOC#1070395

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
07-222-24-406-017-0		\$100.00	\$72.12	\$172.12

PROPERTY ADDRESS
 DEUTSCHE BANK NATIONAL TRUST CO
 2420 024 AV

MAIL TO ADDRESS
 DEUTSCHE BANK NATIONAL TRUST
 10790 RANCHO BERNARDO RD
 SAN DIEGO, CA 92127

LEGAL DESCRIPTION
 LOT 11 HOLGER PAHL SUB
 SE 1/4 SEC 24 T2 R22
 V 1514 P349
 DOC #991477
 DOC#1111365
 DOC#1186844
 DOC#1627190

PARCEL NUMBER	LOT	\$100.00	\$72.12	\$172.12
07-222-24-406-017-0				

PROPERTY ADDRESS
 DEUTSCHE BANK NATIONAL TRUST CO
 2420 024 AV

MAIL TO ADDRESS
 DEUTSCHE BANK NATIONAL TRUST
 10790 RANCHO BERNARDO RD
 SAN DIEGO, CA 92127

LEGAL DESCRIPTION
 LOT 11 HOLGER PAHL SUB
 SE 1/4 SEC 24 T2 R22
 V 1514 P349
 DOC #991477
 DOC#1111365
 DOC#1186844
 DOC#1627190

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$184.24	\$284.24
09-222-36-108-001-0				

PROPERTY ADDRESS
 HEIDI L & ANTHONY D BELL
 2415 048 ST

MAIL TO ADDRESS
 HEIDI L & ANTHONY D BELL
 2415 48TH ST
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 LOTS 23 & 24 EXC THE W 69 FT
 BLK 9 NEWELL-HOYT SUB BEING
 PT OF NE 1/4 SEC 36 T 2 R 22
 V 1410 P700
 V 1703 P 22
 DOC#1022538
 DOC#1272435
 DOC#1402127

PARCEL NUMBER	LOT	\$100.00	\$80.00	\$180.00
09-222-36-108-001-0				

PROPERTY ADDRESS
 HEIDI L & ANTHONY D BELL
 2415 048 ST

MAIL TO ADDRESS
 HEIDI L & ANTHONY D BELL
 2415 48TH ST
 KENOSHA, WI 53140

LEGAL DESCRIPTION
 LOTS 23 & 24 EXC THE W 69 FT
 BLK 9 NEWELL-HOYT SUB BEING
 PT OF NE 1/4 SEC 36 T 2 R 22
 V 1410 P700
 V 1703 P 22
 DOC#1022538
 DOC#1272435
 DOC#1402127

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$392.00	\$492.00
09-222-36-131-013-0				

PROPERTY ADDRESS
 MICHAEL E MAZE JR & JENNIFER R AUL
 4914 029 AV

MAIL TO ADDRESS
 MICHAEL E MAZE JR
 JENNIFER R AULL
 KENOSHA, WI 53144-3756

LEGAL DESCRIPTION
 LOT 11 BLK 15 BONNIE HAME 1ST
 SUB BEING PT OF NE 1/4 SEC 36
 T2 R22 ALSO PT E 1/2 VACATED
 ALLEY RES#156-96 DOC#1042914 1997
 INCL EASEMENT FOR DRIVE S 1 FT OF
 E 75 FT LOT 10
 DOC#1303118
 DOC#1481456

PARCEL NUMBER	LOT	\$100.00	\$160.00	\$260.00
09-222-36-228-012-0				

PROPERTY ADDRESS
 JUANA TOVAR
 4628 037 AV

MAIL TO ADDRESS
 JUANA TOVAR
 4628 37TH AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 132 WILSON HEIGHTS FIRST
 ADD NW 1/4 SEC 36 T 2 R 22
 V 1479 P 632
 DOC#1149747
 DOC#1194259
 DOC#1250623
 DOC#1453740

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
09-222-36-477-006-0		\$100.00	\$80.00	\$180.00

PROPERTY ADDRESS
 WELLS FARGO BANK NA
 5529 024 AV

MAIL TO ADDRESS
 WELLS FARGO BANK NA
 C/O SECRETARY OF HUD
 OKLAHOMA CITY, OK 73108

LEGAL DESCRIPTION
 LOT 6 BLK 15 BAIN'S SUB PT
 OF SE 1/4 SEC 36 T 2 R 22
 V 1599 P 910
 DOC#1232141
 DOC#1259931
 DOC#1356143
 DOC#1476024
 DOC#1494348
 DOC#1619519

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
09-222-36-483-005-0		\$100.00	\$92.12	\$192.12

PROPERTY ADDRESS
 SECRETARY OF HOUSING & URBAN DEVEL
 5715 023 AV

MAIL TO ADDRESS
 SECRETARY OF HUD
 DENVER HOME OWNERSHIP CENTER
 DENVER, CO 80202

LEGAL DESCRIPTION
 PT OF BLK 1 VETTER'S SUB OF PT
 OF SE 1/4 SEC 36 T 2 R 22 COM
 452 6/7 FT N OF 60TH ST ON E
 LINE OF 23RD AV TH E 109 FT N
 42 1/7 FT W 109 FT S 42 1/2 FT
 TO POB V 1662 P 431
 DOC#1022138
 DOC#1107573
 DOC#1238129
 DOC#1405306
 DOC#1553838
 DOC#1599028

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
09-222-36-483-005-0		\$100.00	\$140.00	\$240.00

PROPERTY ADDRESS
 SECRETARY OF HOUSING & URBAN DEVEL
 5715 023 AV

MAIL TO ADDRESS
 SECRETARY OF HUD
 DENVER HOME OWNERSHIP CENTER
 DENVER, CO 80202

LEGAL DESCRIPTION
 PT OF BLK 1 VETTER'S SUB OF PT
 OF SE 1/4 SEC 36 T 2 R 22 COM
 452 6/7 FT N OF 60TH ST ON E
 LINE OF 23RD AV TH E 109 FT N
 42 1/7 FT W 109 FT S 42 1/2 FT
 TO POB V 1662 P 431
 DOC#1022138
 DOC#1107573
 DOC#1238129
 DOC#1405306
 DOC#1553838
 DOC#1599028

12-223-31-227-011-0		\$100.00	\$60.00	\$160.00
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PROPERTY ADDRESS
 MICHAEL A & BRENDA J CORRADINI
 2018 045 ST

MAIL TO ADDRESS
 MICHAEL A & BRENDA J CORRADINI
 445 ALEXANDER AVE
 DELTONA, FL 32725-8347

LEGAL DESCRIPTION
 LOT 22 B 2 GONNERMANN'S SUB
 PT OF NW 1/4 SEC 31 T 2 R23
 V 1399 P 171
 DOC#1093713
 DOC#1624541 ORDER TO RAZE

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
12-223-31-227-011-0		\$100.00	\$120.00	\$220.00

PROPERTY ADDRESS
MICHAEL A & BRENDA J CORRADINI
2018 045 ST

MAIL TO ADDRESS
MICHAEL A & BRENDA J CORRADINI
445 ALEXANDER AVE
DELTONA, FL 32725-8347

LEGAL DESCRIPTION
LOT 22 B 2 GONNERMANN'S SUB
PT OF NW 1/4 SEC 31 T 2 R23
V 1399 P 171
DOC#1093713
DOC#1624541 ORDER TO RAZE

12-223-31-327-010-0		\$100.00	\$98.00	\$198.00
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PROPERTY ADDRESS
RICHARD A & JENNIFER L BEHOF
1902 053 ST

MAIL TO ADDRESS
RICHARD A & JENNIFER L BEHOF
28618 WAGONTRAIL
LAKEMOOR, IL 60051

LEGAL DESCRIPTION
E 36.3 FT OF S 79 FT OF LOT 10
B 1 BAIN'S SUB BEING PT OF SW
1/4 SEC 31 T 2 R 23
V 1413 P 929
V 1672 P 151
DOC#1016163
DOC#1421791

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
12-223-31-359-004-0		\$100.00	\$172.12	\$272.12

PROPERTY ADDRESS
 FEDERAL NATIONAL MORTGAGE ASSN
 1821 057 ST

MAIL TO ADDRESS
 FEDERAL NATIONAL MORTGAGE ASSN
 7105 CORPORATE DR, PTX-B-209
 PLANO, TX 75024

LEGAL DESCRIPTION
 LOT 4 BLK 9 FRED PETERSDORF'S SUB
 OF BLK 9 & 10 OF FISK'S ADD BEING
 PT OF SW 1/4 SEC 31 T 2 R 23
 V 1436 P 763
 DOC#1130223
 DOC#1130224
 DOC#1149546
 DOC#1439960
 DOC#1609990

STREET TOTAL	23.00	\$5,039.56
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PAGE 12

GRAND TOTALS	PARCELS 23	FOOTAGE 23.000	TOTAL COST	\$5,039.56
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PAGE 13

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for
Trash and Debris Removal**

BE IT RESOLVED, that special assessments for trash and debris removal during 2010, in the total amount of **\$1,055.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
10-223-19-229-001-0		1.000	\$395.00	\$495.00

PROPERTY ADDRESS
CITIMORTGAGE INC
1803 021 AV

MAIL TO ADDRESS
CITIMORTGAGE INC
DENVER HOME OWNERSHIP CENTER
DENVER, CO 80202

LEGAL DESCRIPTION
LOT 282 NORTHERN ESTATES SUB
PT OF NW 1/4 SEC 19 T 2 R 23
V 1570 P 298
DOC #1310987
DOC #1632548

11-223-30-308-008-0		1.000	\$305.00	\$405.00
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PROPERTY ADDRESS
BEVERLY M DRESEN & ALEX PETRI
4027 014 AV

MAIL TO ADDRESS
ALEX PETRI
BEVERLY M DRESEN
KENOSHA, WI 53140-2434

LEGAL DESCRIPTION
LOT 11 BLK 1 HASTING'S SUB
PT OF SW 1/4 SEC 30 T2 R23
ALSO 1/2 VACATED ALLEY RES
#187-95 DOC#1007687 1996
V 1279 P 296
DOC#1510055 NOTE

PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
11-223-30-451-014-0		1.000	\$55.00	\$155.00

PROPERTY ADDRESS
 PROVISION PROPERTIES LLC
 706 043 ST

MAIL TO ADDRESS
 PROVISION PROPERTIES LLC
 20344 ROSE COTTAGE WAY
 LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
 SE 1/4 SEC 30 T 2 R 23 BLK 29
 COM 64 FT W OF SE COR OF BLK
 TH W 68 FT N 44 FT E 68 FT S
 44 FT TO BEG
 V 1379 P144
 DOC#1055448
 DOC#1393943
 DOC#1393944
 DOC#1484817
 DOC#1484818
 DOC#1484819
 DOC#1484827

 STREET TOTAL 3.00 \$1,055.00

GRAND TOTALS	PARCELS	3	FOOTAGE	3.000	TOTAL COST	\$1,055.00	PAGE	2
							PAGE	3

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcel(s) of Property for Graffiti Removal
(Miscellaneous Assessment)**

BE IT RESOLVED, that special assessments for graffiti removal during 2010, in the total amount of **\$800.00**, be levied against the parcel(s) of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT		\$800.00
05-123-06-479-017-0	0		

GRAFFITI REMOVAL ON 12-10-10

PROPERTY ADDRESS
GURPAL WISCONSIN STATIONS LLC
704 075 ST

MAIL TO ADDRESS
GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097

LEGAL DESCRIPTION
4132-1B SE 1/4 SEC 7 T 1 R 23
COM NW COR 7TH AVE & 75TH ST
TH N'LY 110.9 FT W 145.15 FT S
110.3 FT* TO N LN 75TH ST E TO
BEG V977 P230
DOC#1394141

	STREET TOTAL	0.00	\$800.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	0.000	TOTAL COST	\$800.00
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for
Grass and Weed Cutting**

BE IT RESOLVED, that special assessments for weed/grass cutting during 2010, in the total amount of **\$5,159.50** , be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-153-004-0		\$100.00	\$100.00	\$200.00

PROPERTY ADDRESS
ERIC LUNDSTROM
2815 063 ST

MAIL TO ADDRESS
ERIC LUNDSTROM
3916 24TH ST
KENOSHA, WI 53144-1365

LEGAL DESCRIPTION
LOT 21 BURKE'S SUB PT
NE 1/4 SEC 1 T 1 R 22
V 1637 P 506
DOC#1006710
DOC#1118807
DOC#1276830
DOC#1423304

PARCEL NUMBER	LOT	\$100.00	\$100.00	\$200.00
01-122-01-153-005-0				

PROPERTY ADDRESS
JAMES ERVING HARPER
2819 063 ST

MAIL TO ADDRESS
JAMES ERVING HARPER
2819 63RD ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 20 BURKE'S SUB BEING PT OF
NE 1/4 SEC 1 T 1 R 22
V 1382 P 268
V 1645 P 168

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-153-020-0		\$100.00	\$10.00	\$110.00

PROPERTY ADDRESS
LAURIE J ALBIN
6346 028 AV

MAIL TO ADDRESS
LAURIE J ALBIN
6346 28TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 6 B 3 GRAVES SUB BEING PT
OF NE 1/4 SEC 1 T 1 R 22
V 1359 P 708
V 1577 P 929
DOC1027135
DOC1033899
DOC#1075472

PARCEL NUMBER	LOT	\$100.00	\$25.70	\$125.70
01-122-01-156-005-0				

PROPERTY ADDRESS
JEFFERY W & NADJA M LANDER
6419 029 AV

MAIL TO ADDRESS
JEFFERY W & NADJA M LANDER
6419 29TH AVE
KENOSHA, WI 53143-4648

LEGAL DESCRIPTION
S 17 FT OF LOT 7 & N 20 1/2 FT
OF LOT 6 B 6 GRAVES SUB BEING
PT OF NE 1/4 SEC 1 T 1 R 22
DOC#1025037
DOC#1061011

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-156-007-0		\$100.00	\$26.95	\$126.95

PROPERTY ADDRESS
KENNETH M PRINCE
6427 029 AV

MAIL TO ADDRESS
KENNETH M PRINCE
6427 29TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
S 38.3 FT OF LOT 14 B 3 PUGHS
SUB BEING PT OF NE 1/4 SEC 1 T
1 R 22
V 1367 P 643
V 1382 P 488
DOC1014549

PARCEL NUMBER	LOT	\$100.00	\$4.70	\$104.70
01-122-01-156-020-0				

PROPERTY ADDRESS
STIPEK PROPERTIES LLC
6502 028 AV

MAIL TO ADDRESS
STIPEK PROPERTIES LLC
6815 49TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 2 BLK 3 PUGH'S SUB PT
OF NE 1/4 SEC 1 T 1 R 22
DOC#1298423
DOC#1333508
DOC#1485500
DOC#1533628
DOC#1549451
DOC#1576173

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-482-010-0		\$100.00	\$200.00	\$300.00

PROPERTY ADDRESS
TRENTON GREENE
7337 023 AV

MAIL TO ADDRESS
TRENTON GREENE
7337 23RD AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF LOT 1 F TANCK'S SUB PT
SE 1/4 SEC 1 T 1 R 22 COM ON
E LINE OF 23RD AVE 173FT S OF
N LINE OF LOT 2 TH S 44.4 FT
MORE OR LESS E 128.24 FT N
46.8 FT MORE OR LESS W TO POB
DOC#1045036
DOC#1044663
DOC#1047629
DOC#1159432
DOC#1559308

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
04-122-12-156-011-0		\$100.00	\$275.00	\$375.00

PROPERTY ADDRESS
ERIC W SENNHOLZ & MELINDA L KANGAS
7954 029 AV

MAIL TO ADDRESS
ERIC W SENNHOLZ
MELINDA L KANGAS
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 12 T 1 R 22
LOT 1109 & 1110 EXC S 105 FT
GREATER KENOSHA LAND CO 3RD
SUB ALSO BEG ON CT LINE OF VAC
ALLEY (RES 191- 75) TH W TO CT
LINE OF CNS RR ROW TH S TO
PROLONGATION W'LY OF SD LOTS
TH E TO SW COR SD LOT TH N TO
P.O.B. EXC S 105 FT 1976 V 938
P 455 11046-1
V 1550 P 622
DOC#1240970
DOC #1426707

05-123-06-130-012-0		\$100.00	\$100.00	\$200.00
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PROPERTY ADDRESS
ELIA & ALVINA GARCIA
6205 013 AV

MAIL TO ADDRESS
ELIA & ALVINA GARCIA
1110 LEWIS ST
RACINE, WI 53404

LEGAL DESCRIPTION
W 80 FT OF N 49 1/2 FT OF LOT7
B5 NICHOLS & HOLMES ADD BEING
PT OF NE 1/4 SEC 6 T 1 R 23

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-156-001-0		\$100.00	\$14.75	\$114.75

PROPERTY ADDRESS
STEPHEN H BARASCH REVOCABLE TRUST
915 065 ST

MAIL TO ADDRESS
STEPHEN H BARASCH
10110 LAKESHORE DR
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
COM 125 FT W'LY FROM NE COR OF
BLK TH W'LY 38.5 FT S'LY 135
FT E'LY TO A PT 125 FT W OF E
LINE OF BLK NE'LY 51 FT E'LY
17FT N'LY TO BEG PT OF BLK 24
BOND & STRONG ADD NE 1/4 SEC 6
T 1 R 23 DOC#1626811

05-123-06-257-010-0		\$100.00	\$5.00	\$105.00
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PROPERTY ADDRESS
ELIZABETH A ECKERT
6611 022 AV

MAIL TO ADDRESS
ELIZABETH A ECKERT
429 2ND AVE
LIBERTYVILLE, IL 60048

LEGAL DESCRIPTION
LOT 24 BLK 1 QUINTON'S SUB OF
BLK 23 & PT OF BLK 24 OF BOND'S
SUB PT OF NW 1/4 SEC 6 T1 R23
V 1562 P 583
V 1682 P 742
DOC#1076663
DOC#1256254
DOC#1479650

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-257-013-0		\$100.00	\$22.40	\$122.40

PROPERTY ADDRESS
TODD & ROBIN JOSKO
6625 022 AV

MAIL TO ADDRESS
TODD & ROBIN JOSKO
6625 22ND AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 27 BLK 1 QUINTON'S SUB OF
B 23 & PT B 24 OF BOND'S SUB
PT OF NW 1/4 SEC 6 T 1 R 23
DOC #986931
DOC#1060178
DOC#1102454
DOC#1514867
DOC#1555443
DOC#1563208
DOC#1577991
DOC#1585240

PARCEL NUMBER	LOT	\$100.00	\$26.00	\$126.00
05-123-06-257-023-0				

PROPERTY ADDRESS
WAYNE A & CHERYL L BERRY
6606 021 AV

MAIL TO ADDRESS
WAYNE A & CHERYL L BERRY
6606 21ST AVE
KENOSHA, WI 53143-1214

LEGAL DESCRIPTION
S 40 FT OF LOT 7 BLK 1 QUINTONS
SUB OF B 23 & PT OF B 24 OF
BONDS SUB BEING PT OF NW 1/4
SEC 6 T 1 R 23
V1697 P154
DOC #992546
DOC #992547
DOC#1119569

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-258-012-0		\$100.00	\$65.00	\$165.00

PROPERTY ADDRESS
CONNIE S ANDERSON
6611 021 AV

MAIL TO ADDRESS
CONNIE S ANDERSON
6611 21ST AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 23 BLK 2 QUINTON'S SUB OF
BLK 23 & PT OF BLK 24 BOND'S
SUB PT NW 1/4 SEC 6 T 1 R 23
V 1502 P 203
V 1516 P 825
DOC #982726
DOC #986470
DOC #986496
DOC #996610
DOC#1225137
DOC#1225139
DOC#1314665

PARCEL NUMBER	LOT	\$100.00	\$63.00	\$163.00
05-123-06-258-023-0				

PROPERTY ADDRESS
FEDERAL NATIONAL MORTGAGE ASSOCIAT
6628 020 AV

MAIL TO ADDRESS
FEDERAL NATIONAL MORTGAGE ASSO
PO BOX 650043
DALLAS, TX 75265

LEGAL DESCRIPTION
N 10 FT OF LOT 2 & S 30 FT OF
LOT 3 BLK 2 QUINTON'S SUB OF
BLK 23 & PT OF BLK 24 OF BOND'S
SUB PT OF NW 1/4 SEC 6 T 1 R 23
DOC#1214186
DOC#1284831
DOC#1345222
DOC#1616370

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-327-018-0		\$100.00	\$6.00	\$106.00

PROPERTY ADDRESS
BOYD E BECKER
6820 021 AV

MAIL TO ADDRESS
BOYD E BECKER
6820 21ST AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 11 OAK PARK SUB PT
OF SW 1/4 SEC 6 T1 R23
V 1654 P 87
DOC#1245232 (DEED IN ERROR)
DOC#1247914 (CORRECTION)
DOC#1254839
DOC#1431245
DOC#1479246
DOC#1579972
DOC#1615895
DOC#1630404

PARCEL NUMBER	LOT	\$100.00	\$175.00	\$275.00
05-123-06-384-013-0				

PROPERTY ADDRESS
STACY S CASE
1618 074 ST

MAIL TO ADDRESS
STACY S CASE
1618 74TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 79 PARK VIEW KENOSHA HOUSE
BLDG CO 1ST SUB BEING PT OF
SW1/4 SEC 6 T 1 R 23
V 1635 P 872
DOC#1267503

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-24-103-001-0		\$100.00	\$230.00	\$330.00

PROPERTY ADDRESS
HARJIO INC
022 AV

MAIL TO ADDRESS
HARJIO INC
1900 22ND AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
348-D12AU THE E 50 FT OF THE
FOLLOWING NE 1/4 SEC 24 T 2 R
22 BEG 1004.4 FT S OF N E COR
SD 1/4 W 198.26 FT S 176.14 FT
E 198 FT N 165 FT TO BEG EX E
33 FT FOR ROAD V 904 P 405
V 1573 P 318
DOC#1103679
DOC#1125741
DOC#1325749
DOC#1459795

PARCEL NUMBER	LOT	\$100.00	\$55.00	\$155.00
08-222-35-128-007-0				

PROPERTY ADDRESS
LIQUIDATION PROPERTIES LLC
4604 050 ST

MAIL TO ADDRESS
LIQUIDATION PROPERTIES LLC
4600 REGENT BLVD, STE 200
IRVINE, TX 75063

LEGAL DESCRIPTION
LOT 105 KENOSHA LAND SUB UNIT
#1 PT NE 1/4 SEC 35 T 2 R 22
DOC#1207546
DOC#1357683
DOC#1374189
DOC#1376858 NOTE
DOC#1427352
DOC#1610743

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
08-222-35-176-009-0		\$100.00	\$310.00	\$410.00

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
5035 040 AV

MAIL TO ADDRESS
SECRETARY OF HUD
DENVER HOME OWNERSHIP CENTER
DENVER, CO 80202

LEGAL DESCRIPTION
THE W 1/2 OF N 75 FT OF THE S
150 FT HIRAM H BRADLEY'S SUB
PT NE 1/4 SEC 35 T 2 R 22
DOC#1392359
DOC#1411708
DOC#1619012
DOC#1625176

09-222-36-107-011-0		\$100.00	\$180.00	\$280.00
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PROPERTY ADDRESS
WILLIAM REID II
2524 050 ST

MAIL TO ADDRESS
WILLIAM REID II
3212 EZRA AVE
ZION, IL 60099

LEGAL DESCRIPTION
W 41 FT OF LOTS 13 & 14 BLK 1
NEWELL-HOYT INDUSTRIAL SUB
PT OF NE 1/4 SEC 36 T 2 R 22
V 1459 P 307
DOC#1511505

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-405-005-0		\$100.00	\$55.00	\$155.00

PROPERTY ADDRESS
GUILLERMO HERNANDEZ & JULIA RUIZ
2502 054 ST

MAIL TO ADDRESS
GUILLERMO HERNANDEZ
JULIA RUIZ
KENOSHA, WI 53140

LEGAL DESCRIPTION
S 64 FT OF E 50 FT OF LOT 8 B
5 BAIN'S SUB BEING PT OF SE
1/4 SEC 36 T 2 R 22
V 1484 P 81
V 1589 P 808
DOC #997324

09-222-36-483-009-0		\$100.00	\$55.00	\$155.00
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PROPERTY ADDRESS
JORGE ARENAS
5813 023 AV

MAIL TO ADDRESS
JORGE ARENAS
5813 23RD AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT OF BLK 1 VETTER'S SUB OF PT
OF SE 1/4 SEC 36 T 2 R 22 COM
284 2/7 FT N OF 60TH ST ON E
LINE OF 23RD AVE TH E 109 FT N
42 1/7 FT W 109 FT S TO BEG
DOC#1056464
DOC#1113684
DOC#1206029
DOC#1239551

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
10-223-19-256-013-0		\$100.00	\$55.00	\$155.00

PROPERTY ADDRESS
SECRETARY OF VETERANS AFFAIRS
2125 022 ST

MAIL TO ADDRESS
SECRETARY OF VETERANS AFFAIRS
1 FEDERAL DR
ST PAUL, MN 55111

LEGAL DESCRIPTION
LOT 49 VILLA CAPRI UNIT 2
PT NW 1/4 SEC 19 T 2 R 23
DOC#1322278
DOC#1500475
DOC#1515951
DOC#1602562

12-223-31-130-004-0		\$100.00	\$300.00	\$400.00
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PROPERTY ADDRESS
PATRICIA TURNER
4622 010 AV

MAIL TO ADDRESS
PATRICIA TURNER
4622 10TH AVE
KENOSHA, WI 53140-3308

LEGAL DESCRIPTION
PT OF LOT 9 COM AT SE COR OF B
60 BELTING'S SUB NE 1/4 SEC 31
T 2 R 23 N 53 FT W 132FT SE'LY
TO N LINE OF 47TH ST E 123.85
FT TO BEG

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-457-019-0		\$100.00	\$100.00	\$200.00

PROPERTY ADDRESS
JOHN C MANKOWSKI
5815 011 AV

MAIL TO ADDRESS
JOHN C MANKOWSKI
3101 55TH CT #24
KENOSHA, WI 53144

LEGAL DESCRIPTION
PT OF BLK 51 SE 1/4 SEC 31 T 2
R 23 COM ON E LN OF 11TH AVE
132 FT S OF S LN OF 58 ST TH S
61.5 FT TH E 44 FT TH N 17.5
FT TH E 44 FT TH N 44 FT TH W
88 FT TO POB 1992 COMBINATION
V1447 P747 (DEED IN ERROR)
(12-223-31-457-008 & 009)
DOC#1073766 (CORRECTION)
DOC#1075429
DOC#1362008
DOC#1473090
DOC#1478790

STREET TOTAL 26.00 \$5,159.50

GRAND TOTALS PARCELS 26 FOOTAGE 26.000 TOTAL COST \$5,159.50

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RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN

WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

WHEREAS, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated January 7, 2011, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Nine Thousand Eighty-Four Dollars and sixty-seven cents (\$9,084.67) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this _____ day of _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

Cynthia Johnson, Director
Division of Health
Job Center / Human Services Building
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143-6515
Phone: (262) 605-6700
Fax: (262) 605-6715

JAN 7 2011

DATE: January 7, 2011

TO: Edward R. Antaramian, City Attorney

FROM: Randall E. Wergin, R.S., Environmental Health Director *REW*

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha

1.) **2420 24th AV** PARCEL # 07-222-24-406-017

OWNER OF RECORD:

Deutsche Bank National Trust
2420 24th Av
Kenosha WI 53140

Cleanup Date: 9/30/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	455.00
Certified Mail	6.15
Newspaper Posting	20.40
TOTAL:	556.55

2.) **5507 23rd Av** PARCEL # 09-222-36-476-003

OWNER OF RECORD:

Edwin Williams
5507 23rd Av
Kenosha WI 53140

Cleanup Date: 10/1/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	355.00
Certified Mail	6.15
Newspaper Posting	19.38
TOTAL:	455.53

3.) **6013 12th Av** PARCEL # 05-123-06-128-003

OWNER OF RECORD:

Dionis & Bethani De Los Santos
6013 12th Av
Kenosha WI 53143

Cleanup Date: 10/5/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	200.00
Certified Mail	
Newspaper Posting	
TOTAL:	275.00

4.) **6410 26th Av** PARCEL # 01-122-01-162-027

OWNER OF RECORD:

Douglas & Ruth Chamness
4607 Harding Rd
Kenosha WI 53142

Cleanup Date: 10/14/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	255.00
Certified Mail	
Newspaper Posting	
TOTAL:	330.00

5.) **2106 62nd St** PARCEL # 05-123-06-229-015

OWNER OF RECORD:
 Secretary of HUD HUD581-282041
 c/o Best Asstes - Minneapolis
 501 Marquette Av Ste 1200
 Minneapolis MN 55402

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 155.00
 Certified Mail
 Newspaper Posting
TOTAL: 230.00

Cleanup Date: 10/14/2010

6.) **4013 11th Av** PARCEL # 11-223-30-432-006

OWNER OF RECORD:
 Armando & Gloria Garcia
 4013 11th Av
 Kenosha WI 53140

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 110.00
 Certified Mail
 Newspaper Posting
TOTAL: 185.00

Cleanup Date: 10/14/2010

7.) **1610 27th St** PARCEL # 10-223-19-307-012

OWNER OF RECORD:
 Damion Groves
 1610 27th St
 Kenosha WI 53140

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 110.00
 Certified Mail
 Newspaper Posting
TOTAL: 185.00

Cleanup Date: 10/14/2010

8.) **6017 26th Av** PARCEL # 01-122-01-104-009

OWNER OF RECORD:
 Yuenkel Enterprises LLC
 4028 47th Av
 Kenosha WI 53144

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 255.00
 Certified Mail
 Newspaper Posting
TOTAL: 330.00

Cleanup Date: 10/22/2010

9.) **1900 63rd St** PARCEL # 05-123-06-231-018

OWNER OF RECORD:
 Eric Barden
 Charmaine Davis
 7018 53rd St #82
 Kenosha WI 53144

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 85.00
 Certified Mail
 Newspaper Posting
TOTAL: 160.00

Cleanup Date: 10/22/2010

10.) **7603 33rd Av** PARCEL # 04-122-12-207-001

OWNER OF RECORD:
 Joshua & Elizabeth Taylor
 7304 98th Av Unit G
 Kenosha WI 53142

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 120.00
 Certified Mail 6.15
 Newspaper Posting 19.38
TOTAL: 220.53

Cleanup Date: 10/29/2010

11.) **3904 14th Av** PARCEL # 11-223-30-302-019

OWNER OF RECORD:

Anthony Infusino Jr
2319 2nd Cir
Kenosha WI 53140

Cleanup Date: 11/4/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 325.00
Certified Mail
Newspaper Posting
TOTAL: 400.00

12.) **4904 16th Av** PARCEL # 12-223-31-205-038

OWNER OF RECORD:

Main Stream Properties LLC
3512 Woodland LN
Long Grove IL 60047

Cleanup Date: 11/8/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 325.00
Certified Mail
Newspaper Posting
TOTAL: 400.00

13.) **6711 37th Av** PARCEL # 01-122-01-328-003

OWNER OF RECORD:

Susan Romero
6711 37th Av
Kenosha WI 53142

Cleanup Date: 11/15/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 185.00
Certified Mail 6.15
Newspaper Posting 19.38
TOTAL: 285.53

14.) **5802 66th Pl** PARCEL # 03-122-03-181-030

OWNER OF RECORD:

Brian Thiele
5802 66th Pl
Kenosha WI 53142

Cleanup Date: 11/15/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 255.00
Certified Mail 6.15
Newspaper Posting 19.38
TOTAL: 355.53

15.) **5215 64th Av** PARCEL # 08-222-34-427-024

OWNER OF RECORD:

Tiffany Fredericks
P O Box 580298
Pleasant Prairie WI 53158

Cleanup Date: 11/17/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

16.) **4512 53rd St** PARCEL # 08-222-35-427-029

OWNER OF RECORD:

Secretary of HUD
Denver Home Ownership Center
1670 Broadway 23rd Floor
Denver CO 80202

Cleanup Date: 11/17/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

17.) **809 73rd St** PARCEL # 05-123-06-456-003

OWNER OF RECORD:
 Roshana Green
 809 73rd St
 Kenosha WI 53143

Cleanup Date: 11/19/2010

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 295.00
 Certified Mail
 Newspaper Posting
TOTAL: 370.00

18.) **6322 24th Av** PARCEL # 01-122-01-178-021

OWNER OF RECORD:
 Fine Properties LLC
 12403 85th Av
 Pleasant Prairie WI 53158

Cleanup Date: 11/29/2010

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 255.00
 Certified Mail 6.15
 Newspaper Posting
TOTAL: 336.15

19.) **6013 12th Av** PARCEL # 05-123-06-128-003

OWNER OF RECORD:
 Dionis & Bethani De Los Santos
 6013 12th Av
 Kenosha WI 53143

Cleanup Date: 11/29/2010

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 255.00
 Certified Mail 6.15
 Newspaper Posting 19.38
TOTAL: 355.53

20.) **4113 32nd Av** PARCEL # 07-222-25-377-003

OWNER OF RECORD:
 Daniel Fritz & Charlene Chang
 4113 32nd Av
 Kenosha WI 53144

Cleanup Date: 11/30/2010

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 355.00
 Certified Mail 6.15
 Newspaper Posting 19.72
TOTAL: 455.87

21.) **711 43rd St** PARCEL # 11-223-30-461-013

OWNER OF RECORD:
 J & M Landholding
 3821 22nd Av
 Kenosha WI 53140

Cleanup Date: 12/2/2010

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 155.00
 Certified Mail
 Newspaper Posting
TOTAL: 230.00

22.) **4303 8th Av** PARCEL # 11-223-30-461-001

OWNER OF RECORD:
 Donald & Margaret Andreoli
 2616 23rd St
 Kenosha WI 53140

Cleanup Date: 12/2/2010

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 155.00
 Certified Mail
 Newspaper Posting
TOTAL: 230.00

23.) **6616 14th Av** PARCEL # 05-123-06-281-032

OWNER OF RECORD:
TK Distinct Properties LLC
10506 Old Green Bay Rd
Pleasant Prairie WI 53158

Cleanup Date: 12/6/2010

ASSESSMENT:
Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

24.) **1320 30th Av** PARCEL # 07-222-13-201-005

OWNER OF RECORD:
Todd & Christina Graham
8618 12th St
Kenosha WI 53144

Cleanup Date: 12/8/2010

ASSESSMENT:
Administrative Fee 75.00
Clean up 295.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 376.15

25.) **3823 29th Av** PARCEL # 07-222-25-426-007

OWNER OF RECORD:
Cov Ruf LLC
PO Box 365
Somers WI 53171

Cleanup Date: 12/8/2010

ASSESSMENT:
Administrative Fee 75.00
Clean up 85.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 166.15

26.) **1816 31st St** PARCEL # 10-223-19-360-011

OWNER OF RECORD:
Timothy & Alicia Roberts
1816 31st St
Kenosha WI 53140

Cleanup Date: 12/10/2010

ASSESSMENT:
Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

27.) **2022 57th St** PARCEL # 12-223-31-354-031

OWNER OF RECORD:
KCP Holdings LLC
PO Box 162
Franksville WI 53126

Cleanup Date: 12/15/2010

ASSESSMENT:
Administrative Fee 75.00
Clean up 255.00
Certified Mail
Newspaper Posting
TOTAL: 330.00

28.) **4803 21st Av** PARCEL # 12-223-31-232-001

OWNER OF RECORD:
Cina Douglas
8360 49th Av
Kenosha WI 53142

Cleanup Date: 12/15/2010

ASSESSMENT:
Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

29.) **7421 Sheridan Rd** PARCEL # 05-123-06-453-013

OWNER OF RECORD:
 Gary Madison
 7421 Sheridan Rd
 Kenosha WI 53143

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 195.00
 Certified Mail
 Newspaper Posting
TOTAL: 270.00

Cleanup Date: 12/17/2010

30.) **4807 10th Av** PARCEL # 12-223-31-135-019

OWNER OF RECORD:
 GWK-ALK LLP
 C/O Gerald Kurth
 1585 22nd Av
 Kenosha WI 53140

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 85.00
 Certified Mail 6.15
 Newspaper Posting
TOTAL: 166.15

Cleanup Date: 12/20/2010

31.) **1113 61st St** PARCEL # 05-123-06-131-001

OWNER OF RECORD:
 Piyush Patel
 515 Karey Ct
 Wilmette IL 60091

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 240.00
 Certified Mail
 Newspaper Posting
TOTAL: 315.00

Cleanup Date: 12/30/2010

32.) **4010 11th Av** PARCEL # 11-223-30-431-003

OWNER OF RECORD:
 Ryan P O'Day
 Jamie Cleveland
 2500 Spyglass Ct
 Edwardsville IL 62025

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 240.00
 Certified Mail
 Newspaper Posting
TOTAL: 315.00

Cleanup Date: 12/30/2010

CHARTER 26 TOTAL \$ 9,084.67

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, 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 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 _____, 2011.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



Brookstone Homes

1230 Corporate Center Drive
Suite 200
Oconomowoc, WI 53066
262.567.5700
1.800.NEW.HOME
FAX 262.567.7228

January 10, 2011

Mr. Zohrab Kaligian
Community Development Specialist
City of Kenosha
Room 308
625 52nd Street
Kenosha, Wisconsin 53140

Via: Federal Express

Re: KAT Phase One Improvements

Dear Mr. Kaligian:

I am writing to notify the City of Kenosha that Brookstone Homes is requesting that the city complete the infrastructure as agreed upon in our purchase contract dated 2/22/2008.

Per our discussion and consistent with the contract documents, Exhibit "B" and the amendment dated 11/4/2008, the city has not completed the infrastructure on 41st street.

Brookstone Homes has had opportunities to sell new homes on each of these corner lots, however, due to the infrastructure not being completed; we have been unable to complete any transactions on these lots.

I have enclosed Exhibit "B" the Development and Phasing Plan for your reference. You will find that the area in question is specifically identified as infrastructure that the city of Kenosha was to install.

Please contact me at your earliest convenience with a plan to complete this work.

If you should need anything further, please do not hesitate to contact to me.

Sincerely,

Scott Thistle
President, Brookstone Homes, Inc.

www.brookstonehomes.com

Common Council Agenda Item # H.2.

KAT SUBDIVISION PROJECT

Chronology (11/02/10)

- June 18, 2003: Informational Kick Off Neighborhood Meeting for Proposed Wilson Neighborhood Plan
- 2003-2004: Neighborhood Planning Workshops with Neighborhood Planning Team & City Development staff develops plan
- October 14, 2004: Follow Up Neighborhood Meeting for Proposed Wilson Neighborhood Plan
- November 4, 2004: City Plan Commission Meeting adopts Wilson Neighborhood Plan which includes the development of KAT ball fields and KAT Subdivision
- 2004-2005: KAT Single Family Design Standards/Guidelines developed by City Development staff
- May 2, 2005: Common Council Meeting adopts Tax Incremental Finance District #10 which funds the construction of KAT ball fields and portion of KAT Subdivision area public infrastructure
- 2005-2008: City constructs Transit Garage, KAT ball fields and portion of KAT Subdivision area public infrastructure
- December 22, 2006: Release of KAT Subdivision Request for Proposals
- April 5, 2007: Re-release of KAT Subdivision Request for Proposals
- August 17, 2007: City staff selects Brookstone Homes as preferred developer
- March 3, 2008: Common Council Meeting adopts Contract of Purchase and Sale for KAT Subdivision Project which includes City constructing public infrastructure improvements along 40th Street
- June 20, 2008: Kenosha Water Utility increases water utility impact fees (approximately \$2000/single family home)
- November 3, 2008: Common Council adopts First Amendment to Contract of Purchase and Sale of KAT Subdivision Project which includes City constructing public infrastructure improvements along 35th Avenue instead of 40th Street and modifying progress and completion schedule
- November 1, 2010: Second Amendment to Contract of Purchase and Sale of KAT Subdivision Project which extends all remaining deadlines in progress and completion schedule from the First Amendment by one (1) year referred to Finance & Common Council

AMENDED

STATEMENT OF KIND, NUMBER AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT AND A DETAILED LIST OF ESTIMATED PROJECT COSTS AND WHEN THE COSTS ARE EXPECTED TO BE INCURRED

Description of Project Costs	2006	2007	2008	2009	2010	Total
Acquisition, Demolition and Relocation of Blighted Property	--	\$1,000,000	--	--	--	\$1,000,000
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000

City of Kenosha - TID Amendment
Cash Flow Projections - TID No. 10 - Wilson Heights
Creation Date 05/02/05 - Expenditure Period 01/01/27
Dissolution Date 01/01/32
Dissolution Date With Extension 01/01/35
Transfers Allowed - None

Date Prepared: 05/23/06

Assumptions:

Improvement amounts in years 2012 through 2030 represent 3.5% increase in taxable incremental values.

Year	Increase In Incremental Value Amount	Collection Year	Taxable Incremental Value	Tax Rate	Tax Increment Collections	Other Revenues	Less Existing Debt Service	Less Projected \$2.6M CANS with Refinancing	Amendment Financing 12/01/06	Fund Balance 31-Dec	Collection Year
2003	0	2005	0	22.08	0	52,974 (E)	(20,533)			32,441	2005
2004	0	2006	0	22.08	0		(42,000)			(9,559)	2006
2005	360,000 (E)	2007	360,000 (E)	22.08 (E)	7,949 (E)		(42,000)			(43,610)	2007
2006	3,200,000	2008	3,560,000	22.08	78,605		(42,000)			(7,005)	2008
2007	3,200,000	2009	6,760,000	22.08	149,261		(42,000)			100,255	2009
2008	3,200,000	2010	9,960,000	22.08	219,917		(42,000)			278,172	2010
2009	3,200,000	2011	13,160,000	22.08	290,573		(140,000)			428,745	2011
2010	3,200,000	2012	16,360,000	22.08	361,229		(136,000)			653,974	2012
2011	500,000	2013	16,860,000	22.08	372,269		(132,000)			894,243	2013
2012	590,100	2014	17,450,100	22.08	385,298		(725,000)			554,541	2014
2013	610,754	2015	18,060,854	22.08	398,784	3,000,000 (C)	(3,844,414)			108,910	2015
2014	632,130	2016	18,692,983	22.08	412,741		(382,500)			139,152	2016
2015	654,254	2017	19,347,238	22.08	427,187		(480,687)			85,652	2017
2016	677,153	2018	20,024,391	22.08	442,139		(383,100)			144,690	2018
2017	700,854	2019	20,725,245	22.08	457,613		(479,713)			122,590	2019
2018	725,384	2020	21,450,628	22.08	473,630		(430,550)			165,670	2020
2019	750,772	2021	22,201,400	22.08	490,207		(482,962)			172,915	2021
2020	777,049	2022	22,978,449	22.08	507,364		(481,700)			198,579	2022
2021	804,246	2023	23,782,695	22.08	525,122		(689,388)		(500,000)	34,313	2023
2022	832,394	2024	24,615,089	22.08	543,501				(500,000)	77,815	2024
2023	861,528	2025	25,476,618	22.08	562,524				(500,000)	140,338	2025
2024	891,682	2026	26,368,299	22.08	582,212				(2,330,000)	(1,607,450)	2026
2025	922,890	2027	27,291,190	22.08	602,589					(1,004,860)	2027
2026	955,192	2028	28,246,381	22.08	623,680					(381,180)	2028
2027	988,623	2029	29,235,005	22.08	645,509					264,329	2029
2028	1,023,225	2030	30,258,230	22.08	668,102					932,430	2030
2029	1,059,038	2031	31,317,268	22.08	691,485					1,623,916	2031
2030	1,096,104	2032	32,413,372	22.08	715,687					2,339,603	2032
TOTAL											
11,635,176											
3,052,974											
(5,207,947)											
(3,810,600)											
(3,330,000)											

(B) Deposit to Debt Service Fund on \$900,000 of the \$9,980,000 issue Dated 04/05/05. Total deposit \$587,382 ÷ \$9,980,000 = .05886; TID #9 Portion (\$900,000)(.05886) = \$52,974

(C) Represents proceeds for refinancing of 2005D issue

(E) Estimate

**FIRST AMENDMENT TO
CONTRACT OF PURCHASE AND SALE**

By and Between

**BROOKSTONE HOMES, INC
A Wisconsin Corporation,**

and

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

THIS FIRST AMENDMENT OF THE CONTRACT OF PURCHASE AND SALE ("First Amendment") is made by and between **BROOKSTONE HOMES, INC**, a Wisconsin corporation, ("**BUYER**"), and the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, ("**SELLER**"). This First Amendment shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution of this First Amendment of the Contract ("Effective Date").

BUYER and **SELLER** agree to amend the Contract of Purchase and Sale dated March 3, 2008 as follows:

1. Section 5.a.(3): Public Infrastructure & Grading Plans. **SELLER** shall cause to be delivered to **BUYER**, on or before October 15, 2008, copies of the Public Infrastructure Improvements (the "Public Infrastructure Improvements") and grading plans for the Property as prepared by **SELLER** (the "Engineering Plans"). On or before the thirtieth (30th) day after receiving the Engineering Plans, **BUYER** shall in writing accept the Engineering Plans or reject the Engineering Plans if not satisfactory to **BUYER** and deliver an Objection Notice (as defined at the end of Section 5.a of the Contract of Purchase and Sale dated March 3, 2008) and **SELLER** shall have the right to cure on or before November 30, 2008.

2. Section 5.a.(7): Developers Agreement. **BUYER** and **SELLER** mutually approving a Developers Agreement between **SELLER** and **BUYER** on or before Closing Date for the Property. **SELLER's** approval is contingent upon receiving a written commitment from **BUYER's** bank to issue a Letter of Credit or Cash Bond for Public Infrastructure Improvements for Phase I of the Development Plan attached hereto as Exhibit "B". The terms and amount of the Letter of Credit shall be mutually acceptable to both **SELLER** and **BUYER**.

3. Section 5.b.(2): Letter of Credit. Receipt by **SELLER** of a written commitment from **BUYER's** bank to issue a Letter of Credit or Cash Bond for the Public

Infrastructure Improvements for Phase I of the Development Plan attached hereto as Exhibit "B". SELLER's approval of a Developers Agreement between SELLER and BUYER is contingent upon receiving such written commitment. Such written commitment is to be issued on or before the closing date.

4. **Section 6: Closing On The Property.** This transaction is to be closed at Landmark Title Corporation, 3501 - 30th Avenue, Kenosha, WI 53144, at such time as may be agreed to by BUYER and SELLER, on or before November 30, 2008.

5. **Section 9.e.: Additional Public Improvements.** SELLER shall complete additional Public Infrastructure Improvements to 35th Avenue and 34th Avenue in accordance with the Development Plan attached hereto as Exhibit "B". SELLER shall construct the additional Public Infrastructure Improvements to 35th Avenue and 34th Avenue during Phase I of the Development Plan.

6. **Section 30: Exhibits.** The following amended Exhibits are attached hereto and incorporated herein by reference:

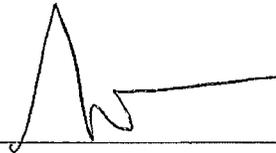
- a. Exhibit "B" - Development & Phasing Plan.
- b. Exhibit "C" - Progress and Completion Schedule.

7. **Effective Date.** This First Amendment shall be in effect upon approval and execution by SELLER and BUYER. This First Amendment shall be effective on the date of last execution (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

BUYER:

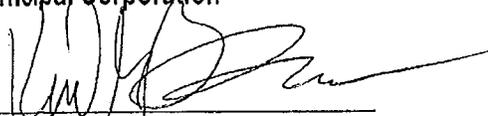
BROOKSTONE HOMES, INC

BY: 

SCOTT B. THISTLE, President

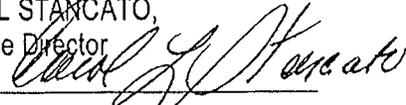
Date: 11/4/08

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

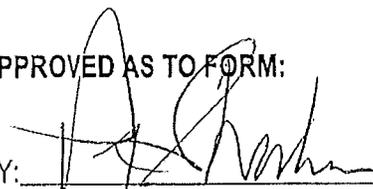
BY: 
KEITH BOSMAN, Mayor
Date: 11/10/08

BY: 
MICHAEL K. HIGGINS, City
Clerk/Treasurer/Assessor
Date: 11/10/08

COUNTERSIGNED:

BY: _____
CAROL STANCATO,
Finance Director
Date: 
11/10/08

APPROVED AS TO FORM:

BY: 
PATRICK SHEEHAN,
City Attorney
Date: 11.7.08

STATEMENT OF KIND, NUMBER AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT AND A DETAILED LIST OF ESTIMATED PROJECT COSTS AND WHEN COSTS ARE EXPECTED TO BE INCURRED

<u>Description of Project Costs</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010-2026</u>	<u>Total</u>
1. Administration, Legal, Property Maintenance and Acquisition	---	500,000	---	---	---	---	\$500,000
2. Public Infrastructure	2,500,000	---	---	---	---	---	\$2,500,000
3. Public Park Development	2,000,000	---	---	---	---	---	\$2,000,000
4. Public Transit Improvements	8,285,500	5,079,500	---	---	---	---	\$13,365,000
Total	12,785,500	5,579,500	0	0	0	0	\$18,365,000

<u>Description of Project Revenues</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010-2026</u>	<u>Total</u>
1. Federal Grants	6,628,400	4,063,600	---	---	---	---	\$10,692,000
2. CIP Funds	1,657,100	1,015,900	---	---	---	---	\$2,673,000
Total	8,285,500	5,079,500	0	0	0	0	\$13,365,000

<u>Costs to be Recovered by TID</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010-2026</u>	<u>Total</u>
1. Costs to be Recovered	4,500,000	500,000	---	---	---	---	\$5,000,000
2. Financing Costs	2,627,522	291,947	---	---	---	---	\$2,919,469
Total	7,127,522	791,947	0	0	0	0	\$7,919,469

CONTRACT OF PURCHASE AND SALE

By and Between

BROOKSTONE HOMES, INC
An Wisconsin Corporation,

and

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

THIS CONTRACT OF PURCHASE AND SALE ("Contract") is made by and between **BROOKSTONE HOMES, INC**, a Wisconsin corporation, ("**BUYER**"), and the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, ("**SELLER**"). This Contract shall be effective upon approval and execution by the parties. The effective date shall be the 3RD day of MARCH, 2008, the date of last execution ("Effective Date").

WITNESSETH:

WHEREAS, SELLER presently owns and holds fee simple title to that certain property described as the KAT Subdivision, containing approximately 30 acres, located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is further described in Exhibit "A" (the "Property"); and

WHEREAS, SELLER desires to sell the Property with the exception of four (4) parcels to be developed by **SELLER**, and the remaining parcels to be developed into 105 single-family, detached residential homes by **BUYER**; and,

WHEREAS, SELLER, with the assistance of the DEPARTMENT OF CITY DEVELOPMENT, hereinafter referred to as the "Department", carried out the marketing of the Property through the issuance of a Request for Proposals (RFP); and,

WHEREAS, in response to the RFP, **BUYER** submitted a proposal for the development of the Property dated April 13, 2007 ("Proposal") which consists of the construction of 105 residential homes and related improvements to be constructed on the Property in phases; and,

WHEREAS, subsequently, **BUYER**, in cooperation with **SELLER**, has submitted a more detailed Development & Phasing Plan for the Property ("Development Plan") that is attached hereto as Exhibit "B"; and,

WHEREAS, the purchase and development of the Property is beneficial to **SELLER** in order to increase the City's tax base, provide housing and eliminate blight conditions.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, each being represented by legal counsel, and intending to be legally bound hereby, as follows:

1. Purchase/Sale. **BUYER** hereby agrees to purchase and acquire the Property from **SELLER**, and **SELLER** hereby agrees to sell and convey the Property to **BUYER** for and in consideration of, and upon and subject to, the terms, covenants and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Eighty One Thousand (\$81,000.00) Dollars. Eight Thousand One Hundred (\$8,100.00) Dollars of the Purchase Price shall be delivered to **SELLER**, by cashier's check, within five (5) business days after execution and delivery of this Contract by **BUYER** to **SELLER**, as an earnest money deposit ("Earnest Money"). The remaining amount of the Purchase Price of Seventy Two Thousand Nine Hundred (\$72,900.00) Dollars shall be payable by cashier's check to be delivered to **SELLER** at or prior to the Closing for the Property.

3. Conveyance. At the Closing for the Property, **SELLER** shall sell and convey to **BUYER** good, marketable, and insurable title for the Property, by delivery of a fully executed and acknowledged Warranty Deed ("Deed"), in customary form.

4. Title Insurance. **SELLER** shall provide **BUYER** with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to **BUYER** a standard ALTA 1992 Owner's Policy of Title Insurance in the amount of \$300,000, insuring good and marketable title to the Property expressly including all appurtenant easements and other appurtenances thereto.

5. Conditions Precedent To The Closing Of The Property.

a. BUYER'S Conditions Precedent. With respect to the Property, each and all of the obligations of the **SELLER** to **BUYER** hereunder are subject, without limitation, to **BUYER'S** satisfaction or waiver in writing of each and all of the following conditions precedent to the Closing of the Property on or before the dates therefor set forth below ("**BUYER'S** Conditions Precedent").

(1) Title Insurance Commitment. **SELLER** shall cause to be delivered to **BUYER** a Title Insurance Commitment for the Property, at the cost and expense of **SELLER**, on or before the sixtieth (60th) day after the Effective Date, in the form required under Section 4. hereof, together with a copy of each document to which reference is made in such commitment (including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Property and the status of real estate taxes and levies and proposed or pending special assessments). On or before the one hundred twentieth (120th) day after the Effective Date, **BUYER**

shall, in writing, accept the Title Insurance Commitment or reject the Title Insurance Commitment if not satisfactory to **BUYER** and deliver an Objection Notice (as defined below) and **SELLER** shall have the right to cure as described at the end of this Section 5.a.

(2) Survey. **SELLER** shall cause to be delivered to **BUYER** an original survey of the Property, or a recorded copy of the final subdivision plat of the property, on or before the sixtieth (60th) day after the Effective Date, with a then current date, certified to **BUYER**, **SELLER**, and the Title Company, prepared by a registered Wisconsin surveyor, at the cost and expense of **SELLER**, which survey shall locate and describe the Property, all boundary lines thereof, all adjacent roadways and other means of access and limitations thereon, all utilities adjacent to said Property, all easements affecting said Property, all encroachments affecting said Property, and shall otherwise satisfy all ALTA/ACSM 1999 Survey Standards, including all "Table A" items, except Item 5 (contours). On or before the one hundred twentieth (120th) day after the Effective Date, **BUYER** shall, in writing, accept the survey and all matters disclosed therein, or reject the survey if not satisfactory to **BUYER** and deliver an Objection Notice (as defined below) and **SELLER** shall have the right to cure as described at the end of this Section 5.a.

(3) Public Infrastructure & Grading Plans. **SELLER** shall cause to be delivered to **BUYER**, within sixtieth (60th) days after the Effective Date, copies of the Public Infrastructure Improvements (the "Public Infrastructure Improvements") and grading plans for the Property as prepared by **SELLER** (the "Engineering Plans"). On or before the one hundred twentieth (120th) day after the Effective Date, **BUYER** shall in writing accept the Engineering Plans or reject the Engineering Plans if not satisfactory to **BUYER** and deliver an Objection Notice (as defined below) and **SELLER** shall have the right to cure as described at the end of this Section 5.a.

(4) Utilities. **SELLER** shall cause to be delivered to **BUYER** evidence satisfactory to **BUYER** that all necessary or appropriate utilities (including, but not limited to, sanitary sewer, storm sewer and water) are available to the Property in sufficient capacity and suitability for single family residential development shown on the Development Plan on or before the sixtieth (60th) day after the Effective Date. On or before the one hundred twentieth (120th) day after the Effective Date, **BUYER** shall accept the utility report, or reject the utility report if not satisfactory to **BUYER** and deliver an Objection Notice (as defined below) and **SELLER** shall have the right to cure as described at the end of this Section 5.a.

(5) Environmental.

(a) Receipt by **BUYER**, within sixtieth (60th) days after the Effective Date, of the Phase I Environmental Report for the Property as provided by **SELLER**.

(b) The property is being sold and will be delivered in its "AS IS WHERE IS" condition as specified in Section 7.c. **BUYER's** acceptance of the environmental condition of the Property is an exercise of **BUYER's** sole discretion. **BUYER** shall have 120 days from the Effective Date to inspect the property and to perform any tests to or inspections of the Property as **BUYER** deems necessary or advisable in the exercise of **BUYER's** sole discretion, and otherwise review the Phase I Environmental Report provided by **SELLER** or interview persons knowledgeable of the

Property, all as assisted by the best efforts of the **SELLER**. On or before the 120th day after the Effective Date, **BUYER** shall, in writing, accept the environmental condition of the Property or reject the environmental condition of the Property if not satisfactory to **BUYER** in the exercise of its sole discretion. **BUYER** shall include in that writing an Objection Notice and **SELLER** shall have the right to cure as described at the end of Section 5.a. **BUYER** shall be responsible, at its sole cost and expense, for promptly repairing any damage or injury to the Property occasioned by or resulting from **BUYER's** performance of any tests hereunder. This obligation shall survive the termination of this contract.

(6) **Subdivision Plat.** The approval by the Common Council of **SELLER** of the final subdivision plat of the Property consistent with the Development Plan, on or before the Closing Date for the Property.

(7) **Developers Agreement.** **BUYER** and **SELLER** mutually approving a Developers Agreement between **SELLER** and **BUYER** on or before Closing Date for the Property. **SELLER's** approval is contingent upon receiving a written commitment from **BUYER's** bank to issue a Letter of Credit or Cash Bond for Public Infrastructure Improvements. The terms and amount of the Letter of Credit shall be mutually acceptable to both **SELLER** and **BUYER**.

(8) **Financing.** A written loan commitment from an institutional lender of **BUYER's** choice setting forth an agreement to provide adequate financing for the purchase of the Property and development of improvements in an amount and upon terms acceptable to **BUYER**. Such commitment to be provided on or before the Closing Date for the Property.

(9) **Convenants, Conditions, and Restrictions.** Approval by both **BUYER** and **SELLER** of the Convenants, Conditions, and Restrictions referenced in Section 5.b.(3) of this Contract. Such approval to be provided on or before the date stated in Section 5.b.(3).

In the event that the **BUYER'S** Conditions Precedent set forth above are not satisfied on or before the dates for the respective **BUYER'S** Conditions Precedent set forth above and **BUYER** does not elect to waive such **BUYER'S** Conditions Precedent, **BUYER** shall immediately deliver written notice to **SELLER** identifying the **BUYER'S** Conditions Precedent that have not been satisfied or waived ("Objection Notice"). Notwithstanding any terms to the contrary set forth herein, **SELLER** will then have a period of thirty (30) days from the receipt of such Objection Notice in which **SELLER** may cure the problems that prevent the **BUYER'S** Conditions Precedent from being satisfied (the "Cure Period"). Upon **SELLER'S** cure of such problems to the reasonable satisfaction of **BUYER**, such **BUYER'S** Conditions Precedent shall be deemed to be satisfied. In the event **SELLER** fails to cure such problems within the Cure Period, **BUYER** shall have the option, within ten (10) days of the end of the cure period, of either (1) terminating this contract; or, (2) waiving the issues raised in the Objection Notice and proceeding to Closing. If no Objection Notice is given during the time period specified above, then the **BUYER'S** Conditions Precedent shall be deemed waived.

b. **SELLER'S Condition Precedent.** With respect to the Property, each and all of the obligations of **BUYER** to **SELLER** hereunder are subject, without limitation, to **SELLER'S**

satisfaction or waiver in writing of each and all of the following Conditions Precedent to the Closing of the Property on or before the dates therefor set forth below ("**SELLER'S** Conditions Precedent"):

(1) **Financing Commitment.** Receipt by **SELLER** of a written loan commitment to **BUYER** from an institutional lender setting forth an agreement to provide **BUYER** with adequate financing for the purchase of the Property and development of improvements in an amount and upon terms acceptable to **BUYER**. Such commitment to be provided on or before the Closing Date for the Property.

(2) **Letter of Credit.** Receipt by **SELLER** of a written commitment from **BUYER's** bank to issue a Letter of Credit or Cash Bond for the Public Infrastructure Improvements. **SELLER's** approval of a Developers Agreement between **SELLER** and **BUYER** is contingent upon receiving such written commitment. Such written commitment is to be issued on or before the closing date.

(3) **Covenants, Conditions and Restrictions.** Approval by **SELLER** of Proposed Covenants, Conditions and Restrictions (CCRs) with respect to the Property which shall be consistent with the Development Plan, on or before the Closing Date. The form of such CCR's shall be prepared by **BUYER** and submitted to **SELLER**. **SELLER** shall have a minimum of thirty (30) days to review and take action respecting the CCR's.

If **SELLER** does not give **BUYER** written notice of objection signed by the City Attorney for **SELLER** on or before the respective deadlines set forth in each of the **SELLER's** Conditions Precedent that the respective condition has not been satisfied, then the **SELLER's** Conditions Precedent shall be deemed satisfied and waived .

c. **Extensions of Dates.** **BUYER** and **SELLER** (acting through the City Administrator) may mutually extend any dates under this Section 5. to achieve **BUYER's** or **SELLER's** Condition Precedent, except for the Outside Closing Date (Section 6). Any such extension must be evidenced in writing and signed by both **BUYER** and **SELLER** to be effective, and shall become part of the Contract. Notwithstanding this provision, time is of the essence as provided in Section 25.

6. **Closing On The Property.** This transaction is to be closed at Landmark Title Corporation, 3501 - 30th Avenue, Kenosha, WI 53144, at such time as may be agreed to by **BUYER** and **SELLER**, on or before August 31, 2008.

7. **SELLER'S Representations and Warranties.** **SELLER** hereby represents, warrants to **BUYER** as follows, each of which representations and warranties shall survive the Closings.

a. **SELLER Matters.** **SELLER** is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with full right, power, and authority to enter into this Contract and to perform all obligations of **SELLER** hereunder. This Contract, the Deed, and all other documents to be executed and delivered by **SELLER** in connection with the transaction contemplated hereby, do and shall constitute the valid and legally binding agreements of **SELLER**,

enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby, nor the compliance by **SELLER** with the terms hereof, will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which **SELLER** is a party, or by which **SELLER** may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule or regulation. There are no suits filed or claims made, pending or threatened against **SELLER** or the Property that in any way jeopardize the ability of **SELLER** to perform its obligations hereunder or that would delay, limit, or prohibit **BUYER** from developing the Property as provided herein. **SELLER** has not filed any petition, nor has any petition been filed against **SELLER**, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is **SELLER** or the Property the subject of any such action. **SELLER** is not insolvent, nor will it be rendered insolvent, by consummation of the transaction contemplated hereby.

b. Violations. **SELLER** agrees to indemnify and hold **BUYER** harmless from and against any and all liability, loss, cost, or expense including **BUYER's** reasonable attorney's fees arising in connection with any matter which is not as so represented and warranted, and **BUYER** shall not have the duty to close if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of the Closing.

c. Property Condition. **SELLER** has made no representations or warranties with respect to the quality or condition of the Property. The Property is being sold and will be delivered in its "**AS IS AND WHERE IS**" condition subject to all faults, environmental or otherwise, including both latent and patent defects, and the presence of any pollutants, contaminants, or hazardous or toxic substances or materials on, under or about the Property, known or unknown, to **BUYER** and **SELLER** at the time of Closing, without warranty of any kind. **BUYER** hereby waives all warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. **BUYER** hereby represents and warrants to **SELLER** that **BUYER** entered into this Contract without relying upon any representation or warranty by **SELLER** as to the quality or condition of the Property. This Section 7.c. shall survive closing.

d. Public Infrastructure Improvements. **SELLER** represents and warrants that the Public Infrastructure Improvements that have been constructed and are now located on the Property have been accepted by **SELLER**, that **SELLER** is the owner of all such Public Infrastructure Improvements and that **SELLER** is responsible for the maintenance and repair of all such Public Infrastructure Improvements.

e. Engineering Plans. The Engineering Plans which **SELLER** has provided to **BUYER** pursuant to Section 5.a.(3) for the construction of the Public Infrastructure Improvements to the Property and for the grading of the Property have received all approvals from all applicable governmental entities and are in final form and are complete and accurate and if the Public Infrastructure Improvements are constructed substantially in accordance with the Engineering Plans, **SELLER** shall accept the Public Infrastructure Improvements. **SELLER** further represents and warrants that all necessary permits for construction of the Public Infrastructure Improvements and for the grading of the Property pursuant to the Engineering Plans are issuable.

8. BUYER'S Representations and Warranties. BUYER hereby represents and warrants to SELLER as follows, each of which representations and warranties shall survive the Closing:

a. BUYER Matters. BUYER is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with the full right, power, and authority to enter into this Contract and to perform all obligations of BUYER hereunder. This Contract and all other documents to be executed and delivered by BUYER in connection with the transaction contemplated hereby do and shall constitute the valid and legally binding agreements of BUYER, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby nor the compliance by BUYER with the terms hereof will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which BUYER is a party or by which BUYER may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule, or regulation. There are no suits filed or claims made, pending, or threatened against BUYER that in any way jeopardize the ability of BUYER to perform its obligations hereunder. BUYER has not filed any petition, nor has any petition been filed against BUYER, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is BUYER the subject of any such action. BUYER is not insolvent nor will it be rendered insolvent by consummation of the transaction contemplated hereby.

b. Violations. BUYER agrees to indemnify and hold SELLER harmless from and against any and all liability, loss, cost or expense including reasonable attorney's fees arising in connection with any matter which is not as so represented and warranted, and SELLER shall not have the duty to close if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of any Closing.

9. SELLER'S Agreements. SELLER hereby agrees as follows, each of which agreements shall survive Closing.

a. Satisfaction of Contingencies. SELLER shall use reasonable efforts to satisfy the SELLER's Conditions Precedent to the Closing of the Property contained in Section 5.b.

b. Contracts and Leases. Between the Effective Date and the Closing of the Property, SELLER shall not enter into any contracts or leases affecting the Property that will survive the Closing, without BUYER'S prior written consent.

c. Access and Assistance. SELLER shall, between the execution of this Contract and the Closing for the Property or the prior termination of this Contract, assist BUYER in such manner and to such extent as BUYER shall request in providing information reasonably required for purposes of developing the Property. If BUYER requests such assistance, SELLER need not incur any costs or expenses in connection therewith unless BUYER agrees to reimburse such costs or expenses. To the extent reasonably necessary for BUYER'S satisfaction of the conditions set forth in Section 5.a., BUYER shall have access to all information relating to the Property in SELLER'S possession, or reasonably available to SELLER, at all times prior to the Closing for the Property.

d. **Closing Documents.** **SELLER** shall enter into and deliver to **BUYER** at the Closing for the Property the following documents:

(1) **Deed.** The Deed to the Property as more fully provided in Section 3.

(2) **FIRPTA Affidavit.** An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying that **SELLER** is not a foreign person or entity as defined in such Internal Revenue Code section. If **SELLER** is a foreign entity, **BUYER** may withhold such amount from the Purchase Price as is required by such Internal Revenue Code section.

(3) **Transfer Tax Returns or Similar Forms.** Transfer tax returns or other similar forms as are required by Wisconsin law (the Property is currently tax exempt and will be placed on the tax roll on January 1, 2009).

(4) **Affidavits and Other Certifications.** Affidavits and other certifications as maybe reasonably requested by **BUYER** or the Title Company insuring title to more fully vest title to the Property in **BUYER** and to permit the Title Company to issue its title insurance policy in accordance with Section 4.

(5) **Closing Statement.** Closing Statement setting forth all debits and credits to **BUYER** and **SELLER** in connection with the Closing for the Property.

(6) **Form 1099-S.** Form 1099-S which may be submitted to the Internal Revenue Service to report **SELLER'S** sale of the Property.

(7) **Assignment and Assumption Agreement.** An Assignment and Assumption Agreement to ensure that **BUYER'S** obligations are fulfilled in the event of a transfer of the Property under Section 17.

e. **Additional Public Improvements.** **SELLER** shall complete additional Public Infrastructure Improvements to 40th Street and 34th Avenue in accordance with the Development Plan attached hereto as Exhibit "B". **SELLER** shall construct the additional Public Infrastructure Improvements to 40th Street during Phase I of the Development Plan and to 34th Street prior to or during Phase IV of the Development Plan.

f. **Soil Handling.** **SELLER** shall provide a site(s) within 5 miles of the Property where **BUYER** may transport soil excavated from the site. The total amount of soil transported may not exceed 58,000 cubic yards.

10. **BUYER'S Agreements.** **BUYER** hereby agrees as follows, each of which agreements shall survive the Closing:

a. **Satisfaction of Contingencies.** **BUYER** shall use reasonable best efforts to satisfy the **BUYER'S** Conditions Precedent contained in Section 5.a.

b. **Closing Documents.** At the Closing, **BUYER** shall deliver the following to **SELLER**:

(1) **Payment of Purchase Price.** Payment of the amount owing to **SELLER** for the purchase of the Property pursuant to Section 2. by cashier's check, payable to the **SELLER** or agent.

(2) Closing Statement. An executed copy of the closing statement described in Section 9.d. above.

(3) Conditions and Restrictions. At the Closing for the Property, evidence that the CCRs, as approved by **SELLER**, have been or will be immediately recorded with the Register of Deeds for Kenosha County.

(4) Right To Repurchase. Execute and record with the Kenosha County Register of Deeds documents in form and substance acceptable to **SELLER** evidencing the agreements set forth in Section 16., below.

(5) Assignment and Assumption Agreement. An Assignment and Assumption Agreement to ensure that **BUYER's** obligations are fulfilled in the event of a transfer of the Property under Section 17.

11. Legal Possession. Legal possession and physical occupancy of the Property shall be delivered to **BUYER** at the Closing. Certificates of Occupancy for individual units shall not be delivered at Closing.

12. Indemnification.

a. BUYER. **BUYER** shall indemnify and hold **SELLER** harmless from and against all suits, causes of action, damages, liabilities or other obligations, (together with all costs, expenses and disbursements of any nature incurred by **SELLER**), resulting from any warranties and representations made hereunder being false, **BUYER** failing to comply with any of its agreements, the negligence of **BUYER** or its agents, employees or consultants relating to **BUYER'S** due diligence activities or any conditions on the Property created by **BUYER**.

b. SELLER. **SELLER** shall indemnify and hold **BUYER** harmless from and against all suits, causes of action, damages, liabilities or other obligations (together with all costs, expenses and disbursements of any nature incurred by **BUYER**), resulting from any warranties and representations made by **SELLER** hereunder being false or **SELLER** failing to comply with any of its agreements.

13. Earnest Money; Default. The Earnest Money is to be held by **SELLER**. If any of the conditions set forth in Section 5. are not satisfied or waived, as set forth in such Section, then the Earnest Money shall be returned to **BUYER**, this Contract shall be null and void, and neither **BUYER** nor **SELLER** shall have any further liability hereunder. If all of the conditions set forth in Section 5. hereof are satisfied or waived within the dates set forth therein (and with respect to the **BUYER'S** Conditions Precedent, upon the expiration of the period for **SELLER** to cure any Objection Notice), as set forth above, but **BUYER** defaults and fails to close with respect to the Property, or if **BUYER** fails to purchase the Property prior to the termination of this Contract, then the entire Earnest Money shall be paid to and retained by **SELLER** as liquidated damages and as **SELLER's** sole remedy. **SELLER** and **BUYER** hereby recognize and agree that **SELLER** will be expending considerable time and money in order to attempt to satisfy the aforesaid conditions and that the actual damages, if any, suffered by **SELLER**, in the event of a default by **BUYER**, would be impossible or extremely difficult to determine. If **SELLER** cannot, after using reasonable efforts and due diligence, convey title to the Property, as required hereunder, then **BUYER'S** sole remedy shall

be to either: (a) terminate its obligation to purchase the Property under this Contract, whereupon the Earnest Money shall be returned to BUYER; or, (b) accept whatever title to the Property SELLER can convey, with a credit against the Purchase Price for such sums as may be necessary to satisfy and discharge whatever liens and encumbrances may exist against or with respect to said title. In no event shall the failure of the City of Kenosha or any subunit or agent thereof, in its reasonable legislative discretion, to grant an approval or permit be deemed to be a default by SELLER.

14. Progress and Completion Schedule. BUYER shall complete the development (including construction of 105 single family homes and public infrastructure to include streets, sidewalks, concrete curb & gutter, water, sanitary & storm sewer, parkway trees and other landscaping, exterior lighting and other site improvements) of the Property purchased from SELLER in accordance with the Development Plan attached hereto as Exhibit "B" and the Progress and Completion Schedule attached hereto as Exhibit "C" ("Progress and Completion Schedule").

15. Commencement of Development. The development of the Property shall be subject to the following conditions:

a. Prior to commencing construction of Public Infrastructure Improvements, BUYER shall deliver to SELLER a Letter of Credit or Cash Bond for Public Infrastructure Improvements. Upon receipt, SELLER shall approve a developer's agreement between SELLER and BUYER, and BUYER may then proceed with the construction of Public Infrastructure Improvements.

b. All construction shall be carried out in a good and workmanlike manner using first class materials, and in accordance with all applicable State and City laws, ordinances, rules and regulations, the approved plans and specifications and all recorded covenants, conditions and restrictions.

c. No construction shall take place that is not specified in the Development Plan for the Property, unless the Development Plan is amended.

d. All State and City consents, licenses and permits required to undertake the construction will be obtained by BUYER at BUYER'S expense, prior to the commencement of work.

e. The SELLER's Department of City Development will monitor the progress and completion of the development of the Property. The Department of City Development will furnish BUYER with a certificate of completion upon the satisfactory completion of all construction work and related improvements.

16. Right to Repurchase. At the Closing of the Property, BUYER and SELLER shall execute a document in recordable form pursuant to which BUYER shall agree to develop the Property, in accordance with the milestones set forth in the Progress and Completion Schedule referenced in Section 14. and attached as Exhibit "C". If BUYER defaults in meeting any of the milestones, SELLER shall give to BUYER written notice of such default and if BUYER fails to correct the default within 60 days of BUYER's receipt of such written notice or if the default is such that it

cannot be corrected within 60 days, **BUYER** has failed to commence a reasonable good faith effort to correct the default within 60 days of the receipt of such written notice, **SELLER** may at its option declare **BUYER** in default. Upon **BUYER** being declared in default, **SELLER** shall have the right to repurchase from **BUYER** any of the vacant unsold Property remaining in **BUYER's** possession together with an Public Infrastructure Improvements thereon. The purchase price to be paid by **SELLER** to **BUYER** shall be an amount equal to 80% of the purchase price paid by **BUYER** to **SELLER** for such portion of the Property plus 80% of the **BUYER's** cost for constructing the Public Infrastructure Improvements on the Property as agreed to by **BUYER** and **SELLER**. The purchase price shall be paid to **BUYER** by a check from **SELLER** or agent at closing. Upon payment of the purchase price, the Property shall be reconveyed to **SELLER**, by warranty deed free and clear of any liens and encumbrances created by any act or default of **BUYER**, with taxes, water, sewer and other utility charges prorated as of the date closing.

17. Transfer of the Property.

a. **Permitted Transfers.** **BUYER**, after Closing and prior to obtaining the Certificate of Completion, shall not sell, transfer or assign or convey its interest in the Property without the prior written consent of **SELLER**, provided; however, the foregoing consent shall not apply to nor be required for the following: (i) the **BUYER** may create a separate limited liability company or such other entity to which the Property is sold, conveyed, transferred or assigned for purposes of developing the Property ("Development Entity"); (ii) **BUYER** or Development Entity, as the case may be, may sell each single family home and lot to an individual owner and **BUYER** may transfer the remaining interests in the Property to an association of the owners of such single family homes, and, (iii) **BUYER** or Development Entity, as the case may be, may assign or pledge as collateral its interest in any and all of the Property and improvements in connection with the **BUYER's** financing. These transfers are collectively referred to herein as the "Permitted Transfers".

b. **Assignment of BUYER'S Obligations.** Any sales, transfers, assignments or conveyances, whether a Permitted Transfer prior to the issuance of the Certificate of Completion or a transfer to any third party by **BUYER** or any of its successors or assigns, shall not be effective until: (i) the transferor and the transferee enter into an assignment and assumption agreement ("Assignment Agreement") to undertake **BUYER'S** obligations (to the extent they are continuing or unsatisfied) under this Contract and to obtain an equivalent agreement from all subsequent transferees; and, (ii) **SELLER** accepts such Assignment Agreement, which acceptance will not be unreasonably withheld. This provision shall not apply to any single family residential lots and homes that are sold.

18. Casualty; Condemnation. Risk of loss due to fire, other casualty, condemnation, or exercise of the right of eminent domain for the Property shall remain with **SELLER** through the date of the Closing. If any such loss occurs prior to Closing, then **BUYER** shall have the right and option to either: (a) terminate this Contract, whereupon neither **BUYER** nor **SELLER** shall have any further liability hereunder, and whereupon the Earnest Money shall be returned to **BUYER**; or, (b) consummate this transaction and been titled to all insurance and other proceeds relating to such loss, with a credit against the Purchase Price equal to the amount of the deductible applied to any such insurance proceeds.

19. Insurance. Prior to entry onto the Property, **BUYER** shall provide **SELLER** with written evidence of public liability insurance which shall be provided by an insurance company rated A12 or better by the current Best's Key Rating Guide and shall be licensed to do business in the State of Wisconsin. All insurance policies shall name **SELLER** as an additional insured and shall insure against injury to property, persons or loss of life arising in connection with the Property and its Development in an amount of not less than Two Million (\$2,000,000.00) Dollars, combined single limit per occurrence/aggregate, plus an umbrella policy of not less than Three Million (\$3,000,000.00) Dollars. Such insurance shall be written on an "occurrence" basis and not on a "claims made" basis. In the event the Property is sold, transferred, assigned or otherwise conveyed to a Development Entity or other third party (collectively, the "Transferee"), prior to the issuance of a Certificate of Completion for the Property, the Transferee shall be responsible for satisfying the obligations of this Section. The obligation to provide the insurance coverage as set forth in this Section shall be a continuing obligation of **BUYER** and Transferee, which obligation shall not be merged into the Deed, and shall survive Closing and continue so long as **BUYER** and/or Transferee does any work on the Property (including work done after the Closing). The obligation to provide insurance coverage as required in this Section shall terminate upon the completion of the development and issuance of a Certificate of Completion under Section 15.e.

20. Broker. **BUYER** and **SELLER** hereby represent and warrant to the other party that they have not dealt with any real estate broker in connection with this transaction. Each party shall indemnify and hold the other harmless from its breach of these representations and warranties. **BUYER** discloses to **SELLER** that **BUYER** is a licensed real estate broker in the state of Wisconsin.

21. Notices. All notices and other communications required or permitted hereunder shall be in writing and by personal service, mailed in the United States mail, postage prepaid, certified mail, or overnight courier, addressed to **SELLER** or **BUYER**, as the case maybe, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date received:

If to **SELLER**, then to:

Michael K. Higgins
City Clerk/Treasurer/Assessor,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

with a copy to:

City Attorney Patrick Sheehan,
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to **BUYER**, then to:

Scott B. Thistle, President
Brookstone Homes, Inc.
1230 Corporate Center Drive,

Suite 200
Oconomowoc, WI 53066

with a copy to:

Attorney Bruce R. Briney
Nowlan & Mouat LLP
P.O. Box 8100
Janesville, WI 53547-8100

22. Modification. Neither this Contract nor any term or condition hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

23. Successors; Assigns. This Contract and all of the terms and conditions hereof, and of the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing and except as permitted in Section 17., **BUYER** may not assign this Contract without the prior written consent of **SELLER**.

24. Headings. The headings of the sections and subsections of this Contract are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

25. Time Is of the Essence. **BUYER** and **SELLER** agree that time is of the essence with respect to all dates set forth in this Contract.

26. Choice of Law and Forum. **BUYER** and **SELLER** agree that Wisconsin law will apply to this Contract and all disputes will be adjudicated in State Circuit Court in Kenosha County, Wisconsin or in District Court in Milwaukee County, Wisconsin.

27. Force Majeure. Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God, fire, flood, strikes, lockouts, civil disturbance, order of any government, court or regulatory body claiming jurisdiction, act of public enemy, war, riot, sabotage, blockage, embargo, or material shortage, tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.

28. Agreements That Survive The Closing. All of the agreements in all Sections of this document shall survive the Closing to the extent necessary to fulfill their purpose.

29. Memorandum. At the request of **BUYER** or **SELLER**, **BUYER** and **SELLER** shall execute, acknowledge, and deliver a Memorandum of Contract, setting forth the agreement by **SELLER** to sell the Property to **BUYER**, but not the Purchase Price, in recordable form, for purposes of recording the same in order to place third parties on notice of this Contract and the rights of **BUYER** and **SELLER** hereunder.

30. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

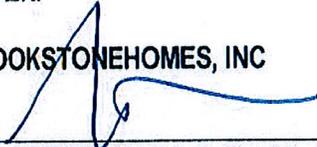
- a. Exhibit "A" - General Property Description.
- b. Exhibit "B" - Development & Phasing Plan.
- c. Exhibit "C" - Progress and Completion Schedule.

31. **Effective Date.** This Contract shall be in effect upon approval and execution by SELLER and BUYER. This Contract shall be effective on the date of last execution (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

BUYER:

BROOKSTONEHOMES, INC

BY: 
SCOTT B. THISTLE, President

Date: 2/22/08

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: 
JOHN M. ANTARAMIAN, Mayor

Date: 2-29-08

BY: 
MICHAEL K. HIGGINS, City
Clerk/Treasurer/Assessor

Date: 2/29/8

COUNTERSIGNED:

BY: Carol Stancato
CAROL STANCATO,
Finance Director

Date: 3/3/08

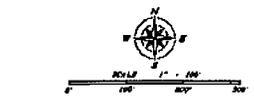
APPROVED AS TO FORM:

BY: Patrick Sheehan
PATRICK SHEEHAN,
City Attorney

Date: 2.27.08

PRELIMINARY PLAT OF K. A.T. SUBDIVISION

BEING A REVISION OF PART OF LOT 2 AND ALL OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2450, RECORDED AS DOCUMENT NO. 14474523 OF PART OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 1884, RECORDED AS DOCUMENT NO. 10643511 OF PART OF THE LAND RECORDED IN WARRANTY DEED, VOLUME 53, PAGE 111 ON FEBRUARY 10, 1923; AND OF ALL OF THE LAND RECORDED AS PARCEL 11 IN WARRANTY DEED, DOCUMENT 106518 ON NOVEMBER 8, 1931; ALL BEING RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE, AND ALL BEING IN THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE CITY OF KENOSHA, WISCONSIN COUNTY, WISCONSIN.



NORTH ARROW AND BEARINGS ON THIS PLAT REFER TO GRID NORTH, WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE (4300-21) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST AS BEARING N 89° 32' 36" E.

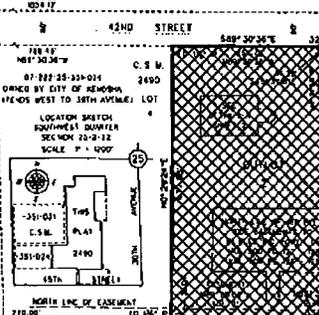
SEE LEGEND AND NOTES ON SHEET 3 OF 3

07-222-25-316-003 IMPLANTED LANDS
07-222-25-316-004 IMPLANTED LANDS
07-222-25-316-005 IMPLANTED LANDS

REMAINDER OF WEST PART OF 33RD AVENUE RIGHT-OF-WAY BEING ACQUIRED BY THE CITY OF KENOSHA.

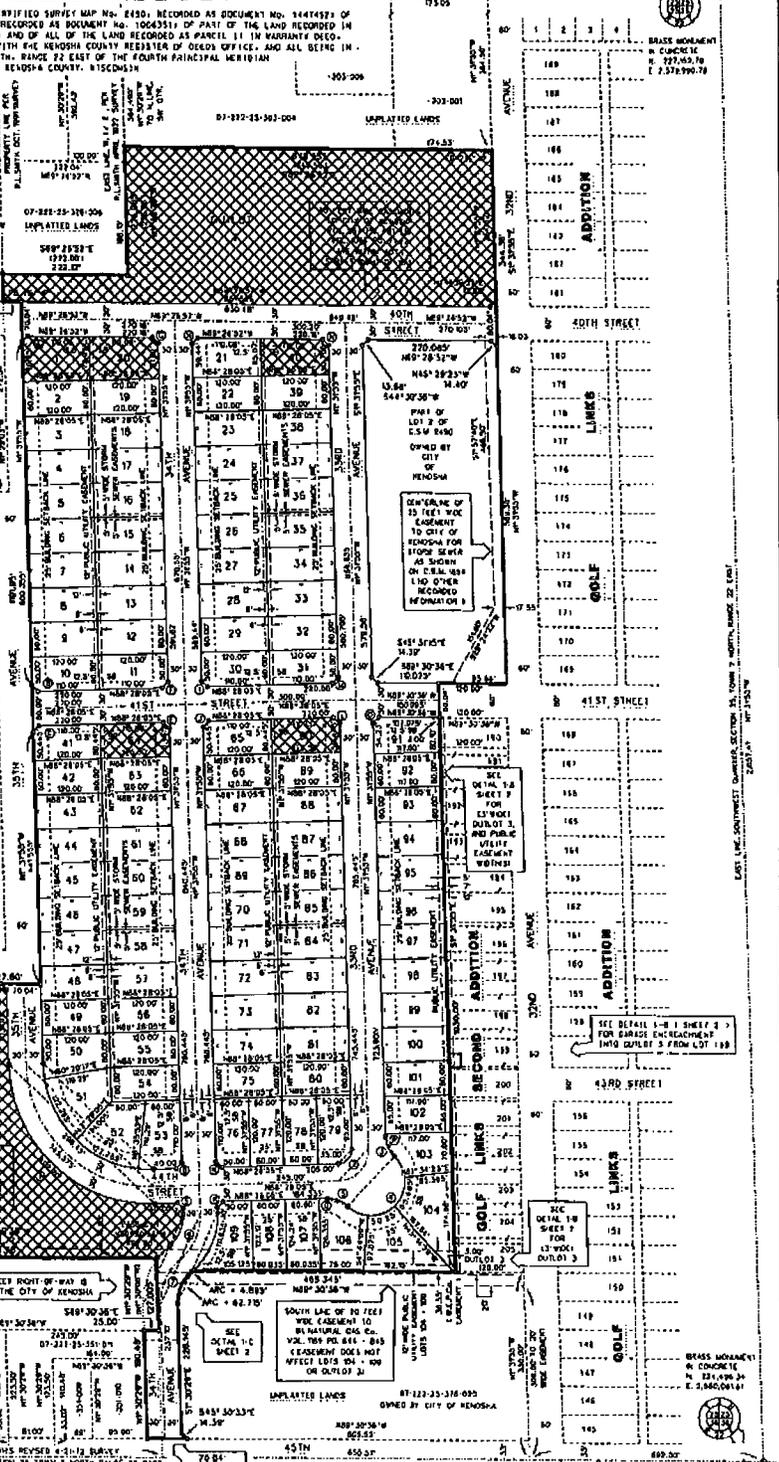
EXHIBIT "A"

CROSS-HATCHING DENOTES
LOTS 1, 20, 40, 64, 90
AND
OUTLOTS 1, 2 AND 3
WHICH ARE TO
BE RETAINED BY THE
CITY OF KENOSHA



REMAINDER OF STREET RIGHT-OF-WAY BEING ACQUIRED BY THE CITY OF KENOSHA.

SOUTH LINE OF 70 FEET WIDE EASEMENT TO MUNICIPAL GAS CO. VOL. 789 P. 844 - 845 EASEMENT DOES NOT AFFECT LOTS 94 - 106 OR OUTLOT 3.

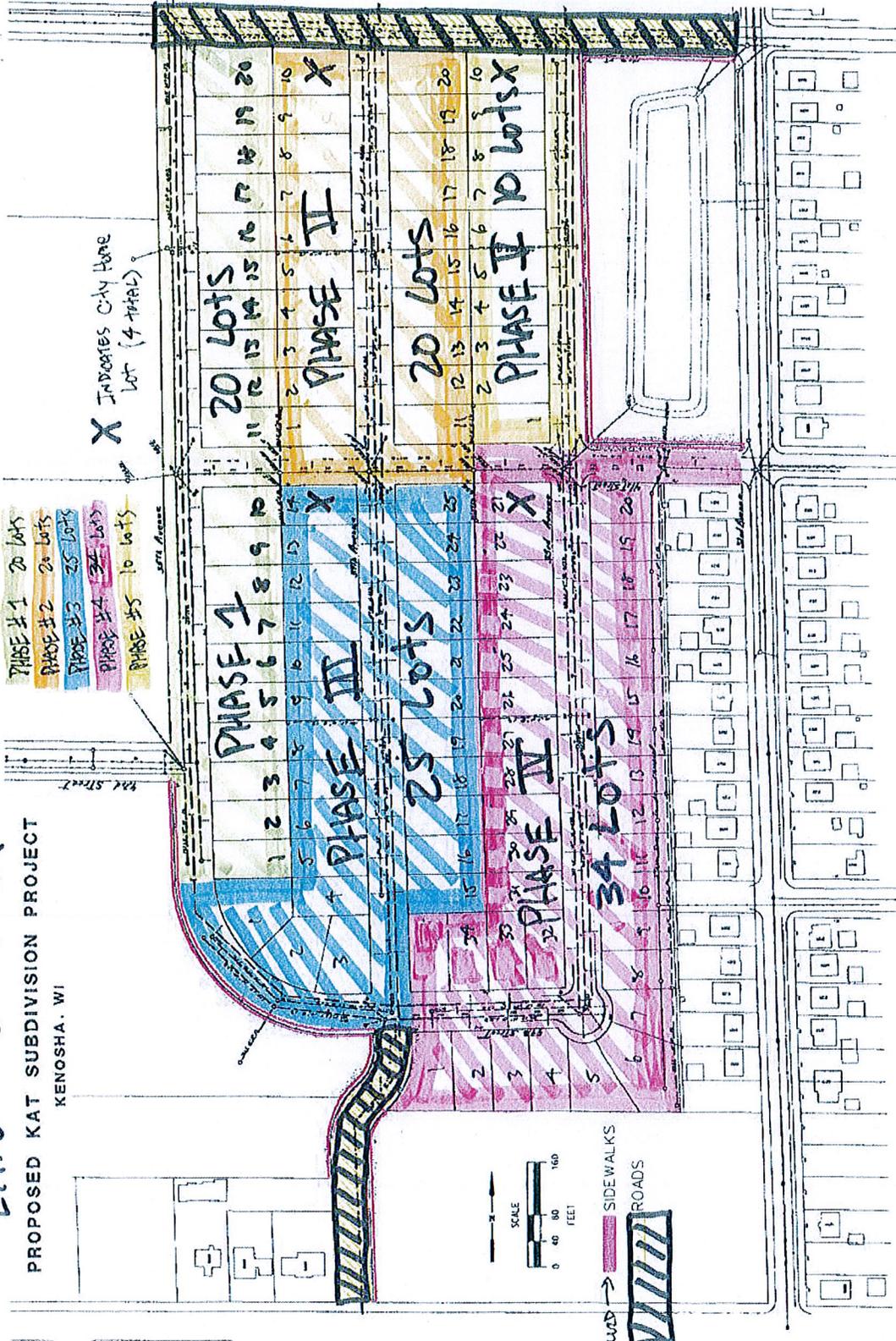


SHEET 8 OF 3 SHEETS

EXHIBIT B "B" DEVELOPMENT + PHASING PLAN

REVISED COPY
2/26/08

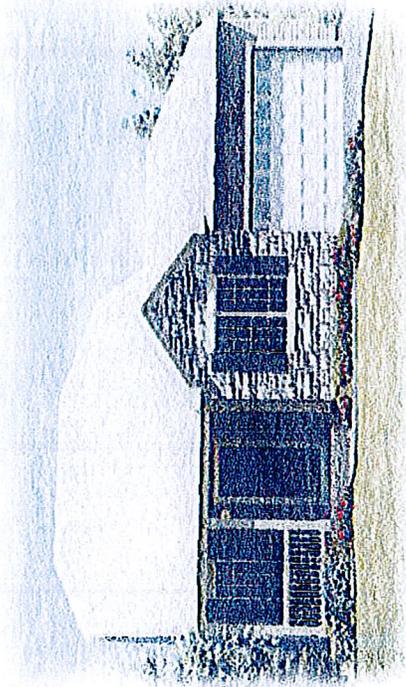
PROPOSED KAT SUBDIVISION PROJECT
KENOSHA, WI



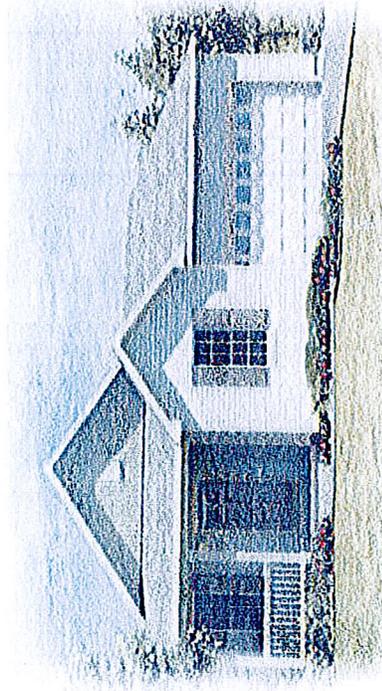
* CITY INSTALLED SIDEWALKS
 * CITY INSTALLED ROADS

PLAN 2010

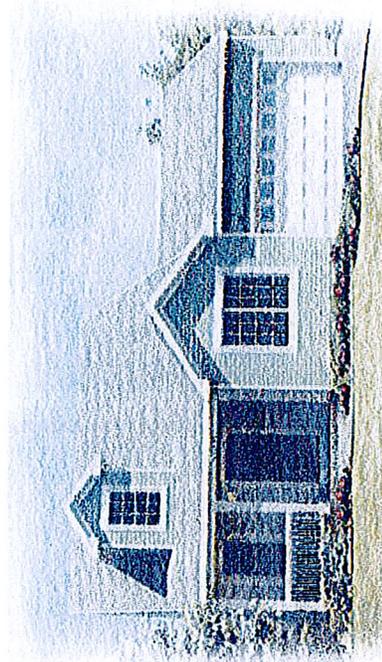
ELEVATION STYLES



Elevation 1



Elevation 2



Elevation 3

SHP LLC
 WISCONSIN DIVISION 414.223.5715

SHEET 4

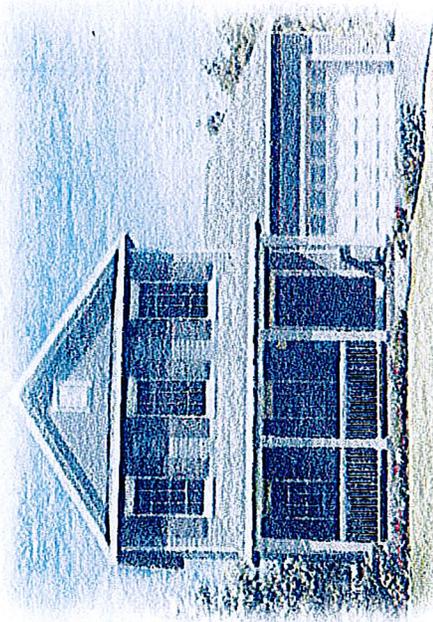
RENDERINGS AND FLOOR PLANS ARE THE ARCHITECT'S CONCEPTION. DIMENSIONS AND DETAILS MAY VARY PER LOCAL CODES AND REQUIREMENTS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY CHANGES OR MODIFICATIONS TO THESE PLANS WITHOUT NOTICE. THE USE OF THIS DOCUMENT IS FOR OFFICIAL PURPOSES ONLY AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY MANNER WITHOUT THE WRITTEN CONSENT FROM SOMERSET HOME PLANNING, L.L.C. 2004. COPYRIGHT. ALL RIGHTS RESERVED.

PLAN 1010

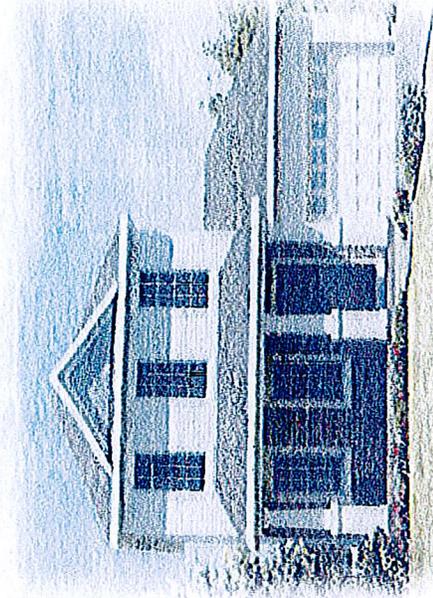
ELEVATION STYLES



Elevation 1



Elevation 2



Elevation 3

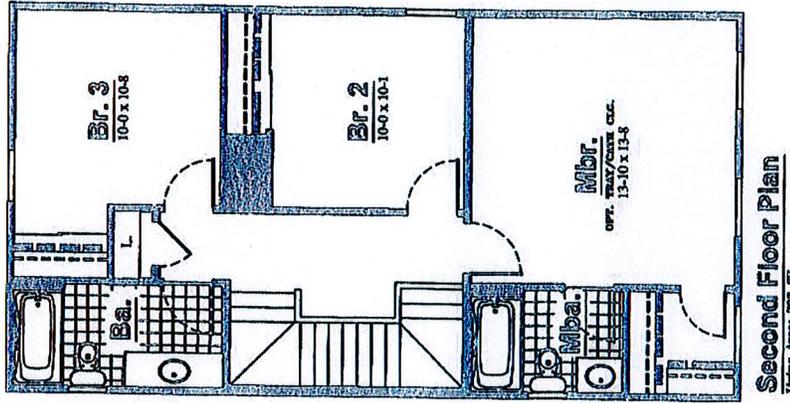
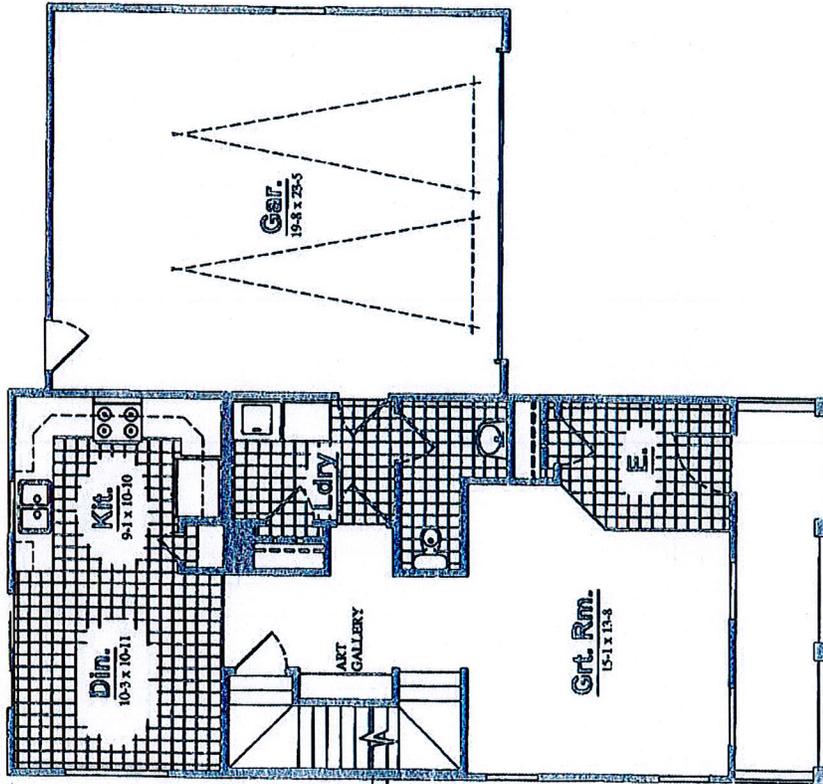
FOUNDATIONS AND FLOOR PLANS ARE THE ARTIST'S CONCEPTION. DIMENSIONS AND DETAILS MAY VARY PER MANUFACTURER'S SPECIFICATIONS. SHIP ARCHITECTURE, INC. RESERVES THE RIGHT TO MAKE CHANGES TO ANY DESIGN WITHOUT NOTICE. ALL RIGHTS RESERVED.

SHIP LLC
 WISCONSIN DIVISION 414.223.5715

SHEET 3

PLAN 1010

TOTAL LIVING: 1463 SF



First Floor Plan
Living Area: 798 SF

Second Floor Plan
Living Area: 765 SF

SHP LLC
WISCONSIN DIVISION 414.223.5715

SHEET 1

MEASUREMENTS AND ROOM PLANS ARE THE ARCHITECT'S CONCEPTION. DIMENSIONS AND DETAILS MAY VARY PER LOCAL CODES AND PERMITS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY CHANGES TO THE PLANS WITHOUT NOTICE. THE USE OF THIS DOCUMENT IS FOR STUDY PURPOSES ONLY AND IS NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT FROM SOMERSET HOMELANNING LLC. 2006 COPYRIGHT. ALL RIGHTS RESERVED.

PLAN 1220 & 1225

ELEVATION STYLES



Plan 1220 Elevation 1



Plan 1225 Elevation 1

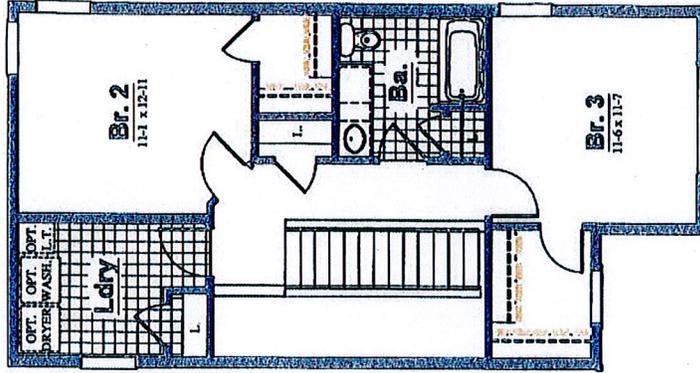
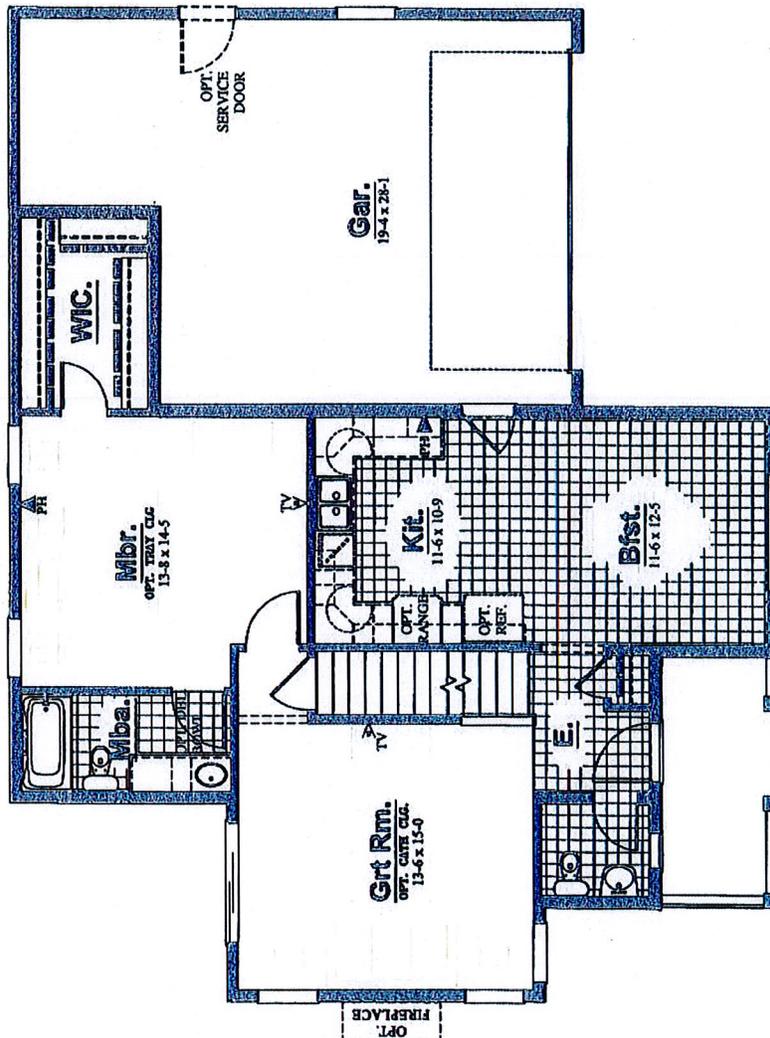
MEASUREMENTS AND FLOOR PLANS ARE THE ARTIST'S CONCEPTION. DIMENSIONS AND DETAILS MAY VARY FOR
REVISIONS. STYLE IS ACTUAL PLANS & CONSTRUCTION. SOMERSET HOME PLANNING LLC RESERVES THE RIGHT TO
MAKE CHANGES TO ANY DESIGN OR CONSTRUCTION WITHOUT NOTICE. CONTACT SOMERSET HOME PLANNING LLC 2008 COPYRIGHT.
ALL RIGHTS RESERVED.

SHEET 7

SHP LLC
WISCONSIN DIVISION 414.223.5715

PLAN 1220

TOTAL LIVING: 1634 SF



SHP LLC

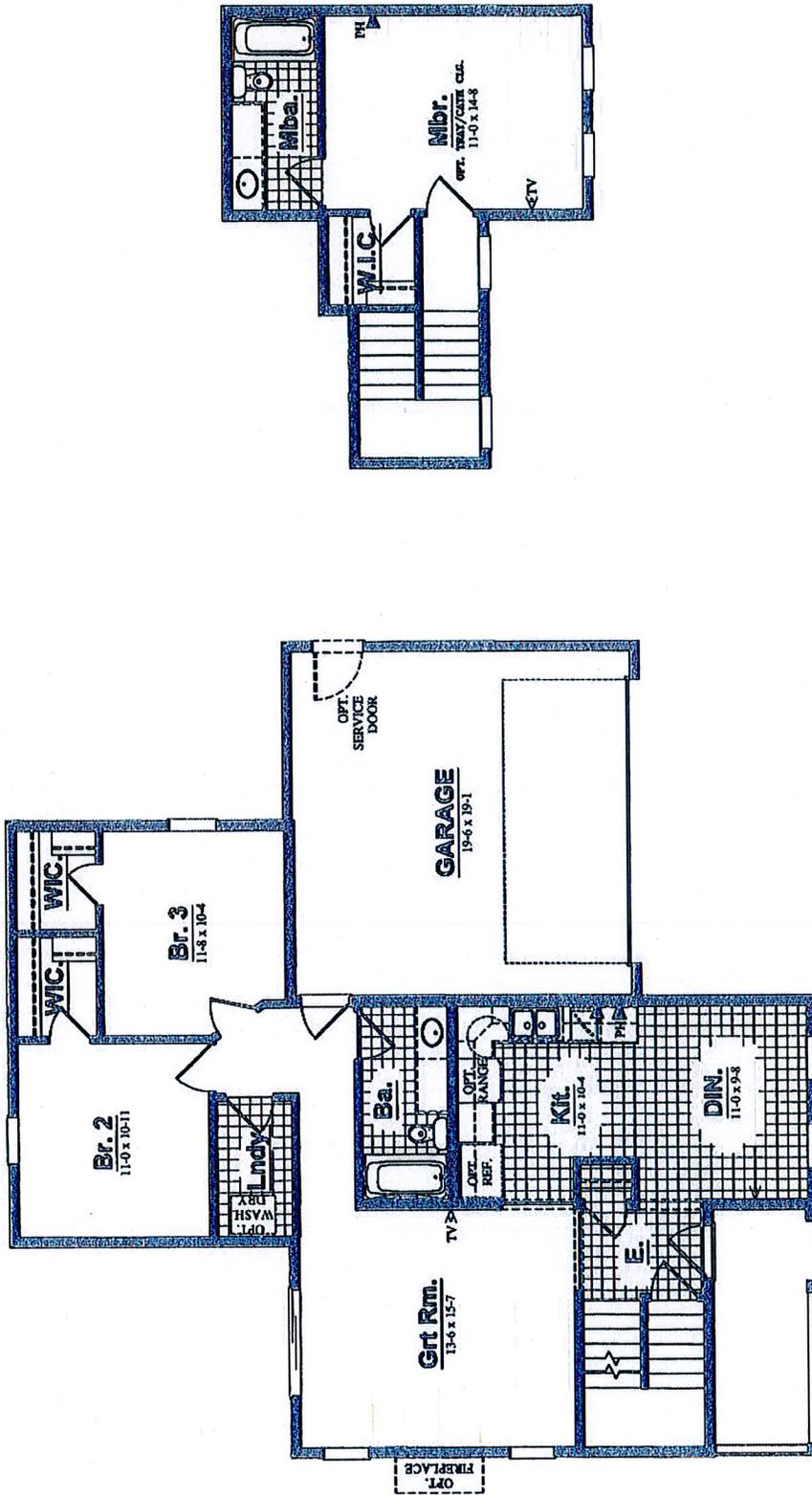
WISCONSIN DIVISION 414.223.5715

SHEET 3

MEASUREMENTS AND FLOOR PLANS ARE THE ARCHITECT'S CONCEPTION. DIMENSIONS AND DETAILS MAY VARY FROM QUANTITIES, IN ACTUAL PLANS & CONSTRUCTION. SOMERSET HOME PLANNING LLC RESERVES THE RIGHT TO MAKE CHANGES TO ANY DESIGN WITHOUT WRITTEN CONSENT FROM SOMERSET HOME PLANNING LLC. 2006 COPYRIGHT. ALL RIGHTS RESERVED.

PLAN 1225

TOTAL LIVING: 1385 SF



SHP LLC
 WISCONSIN DIVISION 414.223.5715

SHEET 4

RENDERINGS AND FLOOR PLANS ARE THE ARTIST'S CONCEPTION. DIMENSIONS AND DETAILS MAY VARY PER ELEVATION STYLE IN ACTUAL PLANS & CONSTRUCTION. SOMMERSET HOME PLANNING LLC RESERVES THE RIGHT TO MODIFY OR CHANGE THESE PLANS WITHOUT NOTICE. CONSULT YOUR ARCHITECT FOR MORE INFORMATION. ALL RIGHTS RESERVED.

Exhibit C					
Progress and Completion Schedule					
KAT Subdivision					
		Infrastructure		Home Construction	
	Lots	Start	Finish	Start	Finish
Phase #1	20	8/1/2008	1/9/2009	1/1/2009	1/1/2011
Phase #2	20	7/1/2010	12/1/2010	1/1/2011	1/1/2013
Phase #3	25	7/1/2012	12/1/2012	1/1/2013	1/1/2015
Phase #4	34	7/1/2014	12/1/2014	1/1/2015	1/1/2018
Phase #5	10	7/1/2016	12/1/2016	1/1/2018	1/1/2019

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
MEMO

TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: A. Zohrab Khaligian, Department of City Development ^{AZK}

RE: **Second Amendment to Contract of Purchase and Sale By and Between Brookstone Homes, Inc., and the City of Kenosha**

DATE: October 12, 2010

This memo is to request the adoption of the *Second Amendment to Contract of Purchase and Sale By and Between Brookstone Homes, Inc., and the City of Kenosha, Wisconsin*. If adopted, the Second Amendment would extend all remaining construction deadlines for the KAT Subdivision by one (1) year per Brookstone Home's attached request.

The original Contract of Purchase and Sale was executed on March 3, 2008 and designated that Brookstone Homes would construct a single-family home subdivision with 109 lots (Brookstone would construct 105 homes and the City would construct 4 homes) in accordance with Enclosure #1, Progress and Completion Schedule. The subdivision is located in Tax Incremental District #10 and is the only source of tax increment in the TID.

The First Amendment to the Contract was executed on November 10, 2008 due to a significant increase in Kenosha Water Utility impact fees that occurred after the original Contract was executed. To lessen the impact, the First Amendment designated that the City would construct the Phase I public infrastructure improvements instead of the Phase II public infrastructure improvements. In addition, the progress and completion schedule was modified as shown in Enclosure #2, Revised Progress and Completion Schedule.

As stated above, the Second Amendment to the Contract would extend all remaining construction deadlines of the First Amendment by one (1) year. Although the City has the right to repurchase the lots in those phases where construction has not been initiated, the Department of City Development recommends the adoption of the Second Amendment. City Development recommends adoption because it concurs with the problems that Brookstone Homes is experiencing and their proposed remedy, and the final completion date shown in Enclosure #3, Revised Progress and Completion Schedule, does not extend past the final completion date of the original progress and completion schedule.

Please contact me at 653-4030 if you have any questions.

AZK:kas
Attachment

POLICY BOARDS: CITY PLAN COMMISSION, KENOSHA REDEVELOPMENT AUTHORITY,
HISTORIC PRESERVATION COMMISSION

Common Council Agenda Item # H.2.

January 19, 2011 Page 185



Brookstone Homes

September 28, 2010

Mr. Zohrab Kaligian
City of Kenosha
625 52nd Street
Kenosha, WI 53140

Re: Grandview Meadows (KAT)

Dear Zohrab,

As you have probably noticed, we are almost officially behind our schedule for sales and construction at Grandview Meadows. Our agreement with the City requires completion of the nineteen homes in Phase I by December 15, 2010. With six lots remaining in this phase, it is unlikely that we will complete the final homes by year end.

The problem we are facing at Grandview Meadows is that we have been unable to realize the sales prices that we need to successfully develop the entirety of this project. I believe that we have demonstrated a firm commitment to this project by keeping three to four spec homes in this development at all times. Although the homes are eventually selling, the sales have been aided by Brookstone's discounts and Kenosha's financing program.

Despite these problems, we are still optimistic that this project will rebound. We believe the most appropriate strategy is to continue selling spec homes into the market, albeit at a slower pace. We request an amendment to the Developers Agreement to move all deadlines back one year to help facilitate this strategy.

Please contact me with any questions or comments regarding this matter or to schedule a meeting to discuss our progress.

Sincerely,

Steve DeCleene
Executive Vice President
Brookstone Homes, Inc.
1230 Corporate Center Drive
Oconomowoc, WI 53066

1230 Corporate Center Drive
Suite 200
Oconomowoc, WI 53066
262.567.5700
1.800.NEW.HOME
FAX 262.567.7228

www.brookstonehomes.com

ENCLOSURE #1

Original Contract Progress and Completion Schedule KAT Subdivision

	Lots	Infrastructure		Home Construction	
		Start	Finish	Start	Finish
Phase #1	20	08/01/08	01/09/09	01/01/09	01/01/11
Phase #2	20	07/01/10	12/01/10	01/01/11	01/01/13
Phase #3	25	07/01/12	12/01/12	01/01/13	01/01/15
Phase #4	34	07/01/14	12/01/14	01/01/15	01/01/18
Phase #5	10	07/01/16	12/01/16	01/01/18	01/01/19
Total	109				

ENCLOSURE #2

First Amendment Revised Progress and Completion Schedule KAT Subdivision

	Lots	Infrastructure		Home Construction	
		Start	Finish	Start	Finish
Phase #1	19	04/15/09	08/15/09	09/01/09	12/15/10
Phase #2	21	04/15/11	08/15/11	09/01/11	02/15/13
Phase #3	25	12/15/12	04/15/13	04/15/13	12/15/14
Phase #4	34	10/15/14	04/15/15	04/15/15	04/15/17
Phase #5	10	02/15/17	04/15/17	04/15/17	12/15/17
Total	109				

ENCLOSURE #3

Second Amendment Revised Progress and Completion Schedule KAT Subdivision

	Lots	Infrastructure		Home Construction	
		Start	Finish	Start	Finish
Phase #1	19	04/15/09	08/15/09	09/01/09	12/15/11
Phase #2	21	04/15/12	08/15/12	09/01/12	02/15/14
Phase #3	25	12/15/13	04/15/14	04/15/14	12/15/15
Phase #4	34	10/15/15	04/15/16	04/15/16	04/15/18
Phase #5	10	02/15/18	04/15/18	04/15/18	12/15/18
Total	109				

**SECOND AMENDMENT TO
CONTRACT OF PURCHASE AND SALE**

By And Between

**BROOKSTONE HOMES, INC
A Wisconsin Corporation**

And

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

THIS SECOND AMENDMENT is made and entered into by and between **BROOKSTONE HOMES, INC**, a Wisconsin corporation, and **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation.

WITNESSETH:

WHEREAS, a Contract of Purchase and Sale was entered into on March 3, 2008 ("**Contract**"), by and between **BROOKSTONE HOMES, INC** ("**BUYER**"), and **THE CITY OF KENOSHA, WISCONSIN**, ("**SELLER**"); and,

WHEREAS, pursuant to the terms of the Contract, **BUYER** was to purchase and develop certain real estate, as more particularly set forth in the Contract and further described in Exhibit "A" (the "**Property**"); and,

WHEREAS, on November 26, 2008, **BUYER** purchased the Property, with the exception of four (4) parcels to be developed by **SELLER**, for the sum of Eighty One Thousand (\$81,000.00) Dollars; and,

WHEREAS, prior to the purchase of the Property, a First Amendment to the Contract was executed by **BUYER** and **SELLER** with an effective date of November 10, 2008; and

WHEREAS, pursuant to the terms of the First Amendment, **BUYER** was to develop nineteen (19) single family homes by December 15, 2010 in accord with the Revised Progress and Completion Schedule attached as Exhibit "C" to the First Amendment to the Contract; and,

WHEREAS, development of Phase I was commenced but will not be completed by December 15, 2010; and,

WHEREAS, **SELLER** has the right to enforce various remedies under the Contract, including the right to repurchase parcels which were not developed in a timely manner, but has not to date asserted those rights; and,

WHEREAS, the parties are agreeable to an extension of time for **BUYER** to complete Phase I and all subsequent phases.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained therein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the undersigned as follows:

1. Extension. **BUYER** shall have until December 15, 2011, to complete the development of nineteen (19) single family homes in Phase I of the Progress and Completion Schedule. In addition, **BUYER** shall have one (1) additional year to complete subsequent phases.

The Progress and Completion Schedule attached as Exhibit "C" to the First Amendment of the Contract is deleted and replaced with the following:

	Lots	Infrastructure		Home Construction	
		Start	Finish	Start	Finish
Phase #1	19	04/15/09	08/15/09	09/01/09	12/15/11
Phase #2	21	04/15/12	08/15/12	09/01/12	02/15/14
Phase #3	25	12/15/13	04/15/14	04/15/14	12/15/15
Phase #4	34	10/15/15	04/15/16	04/15/16	04/15/18
Phase #5	10	02/15/18	04/15/18	04/15/18	12/15/18
Total	109				

2. Recording. The parties agree that this Second Amendment of the Contract, or a memorandum thereof, shall be recorded at the Office of the Register of Deeds for Kenosha County and the covenants and agreements contained herein shall run with the land and be binding upon heirs, assigns, legal representatives and successors to the parties hereto.

3. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

- a. Exhibit "A" - General Property & Legal Description.
- b. Exhibit "B" - Phasing Map.
- c. Exhibit "C" - Revised Progress and Completion Schedule

4. Waiver. No extension of time, forbearance, neglect or waiver by a party to this Contract with respect to any one or more of the covenants, terms or conditions of this Contract shall be construed as a waiver of any of the other covenants, terms or conditions of this Contract, nor shall any extension of time, forbearance or waiver by a party hereto in any one or more instance or particulars to be a waiver or act as an estoppel with respect to any other instance or particular covered by this Contract.

5. Effective Date. This Amendment shall be effective on the date of last execution by a party hereto (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

BROOKSTONE HOMES, INC.
A Wisconsin Corporation

By: _____
SCOTT B. THISTLE, President
Date: _____

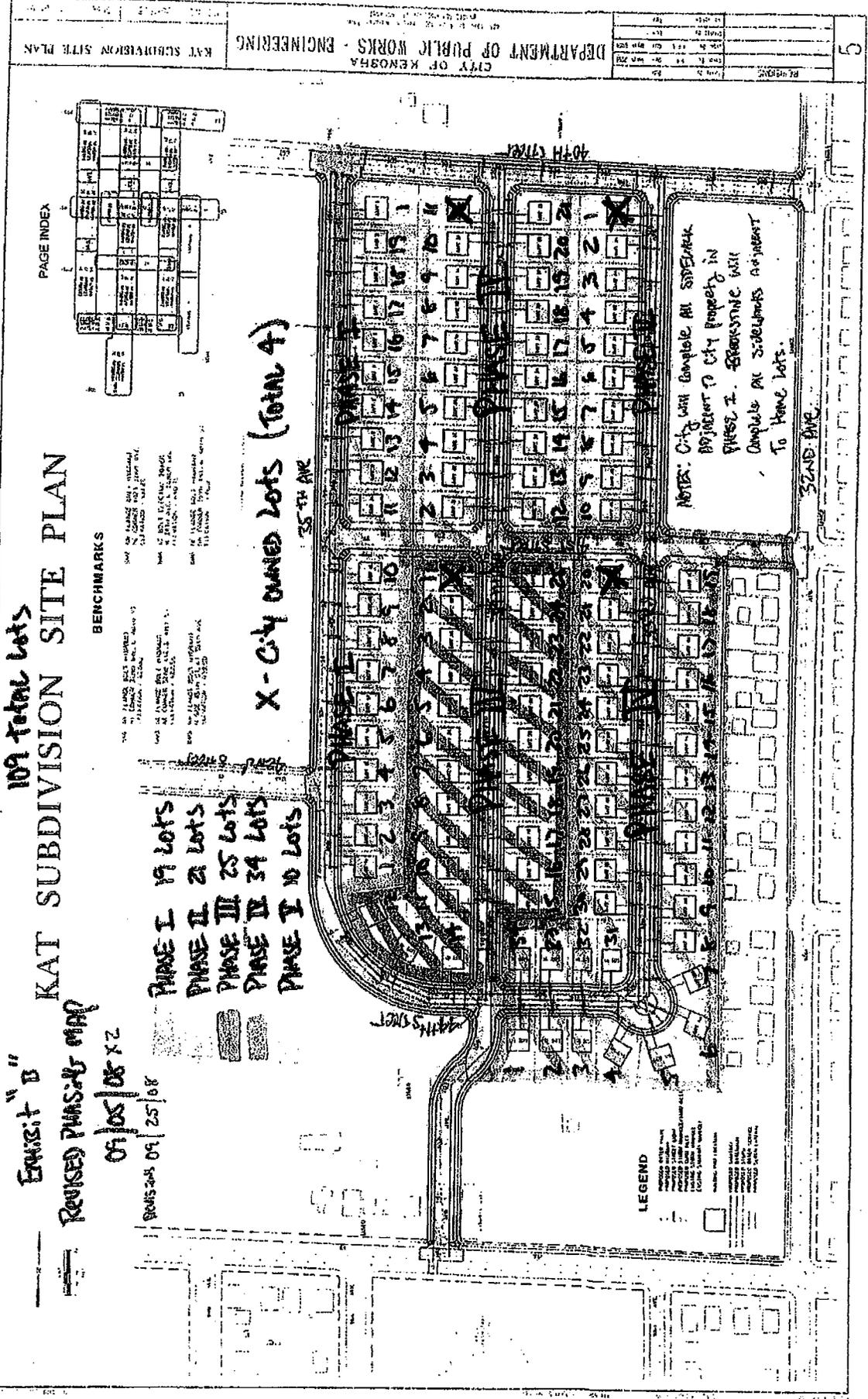
STATE OF WISCONSIN)
:SS.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of November, 2010, **SCOTT B. THISTLE, the President of BROOKSTONE HOMES, INC,** a Wisconsin corporation, to me known to be such President of said corporation and acknowledged to me that he executed the foregoing instrument as such President as the agreement of said corporation, by its authority.

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

Exhibit "A"
Legal Description

Lots 1 thru 19, 21 thru 39, 41 thru 63, 65 thru 89, 91 thru 109 and Outlot 4 in K.A.T. Subdivision, being a redivision of all of Lot 2 and Lot 3 of Certified Survey Map No. 2490, recorded as Document No. 1447452; of part of Parcel I and all of Parcel II of Certified Survey Map No. 1854, recorded as Document No. 1006351; of part of the land recorded in Warranty Deed, Volume 53, page 141 on February 10, 1903; and all of the land recorded with the Kenosha Register of Deeds office, and being in the Northeast Quarter, the Northwest Quarter, the Southeast Quarter and the Southwest Quarter, all in the Southwest Quarter of Section 25, Town 2 North, Range 22 East of the Fourth Principal Meridian. Said land lying and being in the City of Kenosha, Kenosha County, Wisconsin.



109 Total Lots
KAT SUBDIVISION SITE PLAN

EXISTING "B"
 REVISED PHASING MAP
 09/05/08 OR X2
 REVISION 09/25/08

BENCHMARKS

BM 1	1/4 CORNER BELL HOLLOW	1/4 CORNER BELL HOLLOW
BM 2	1/4 CORNER BELL HOLLOW	1/4 CORNER BELL HOLLOW
BM 3	1/4 CORNER BELL HOLLOW	1/4 CORNER BELL HOLLOW
BM 4	1/4 CORNER BELL HOLLOW	1/4 CORNER BELL HOLLOW
BM 5	1/4 CORNER BELL HOLLOW	1/4 CORNER BELL HOLLOW

- PHASE I 19 LOTS
- PHASE II 21 LOTS
- PHASE III 25 LOTS
- PHASE IV 34 LOTS
- PHASE V 10 LOTS

X - CITY OWNED LOTS (TOTAL 4)

NOTE: City will complete all sidewalk projects to city property in phase I. Brookstone will complete all sidewalks adjacent to home lots.

PAGE INDEX

Page No.	Description
1	Site Plan
2	Legend
3	Benchmarks
4	Phase I
5	Phase II
6	Phase III
7	Phase IV
8	Phase V

Revised Exhibit "C"
Progress and Completion Schedule
KAT Subdivision

	Lots	Infrastructure		Home Construction	
		Start	Finish	Start	Finish
Phase #1	19	04/15/09	08/15/09	09/01/09	12/15/11
Phase #2	21	04/15/12	08/15/12	09/01/12	02/15/14
Phase #3	25	12/15/13	04/15/14	04/15/14	12/15/15
Phase #4	34	10/15/15	04/15/16	04/15/16	04/15/18
Phase #5	10	02/15/18	04/15/18	04/15/18	12/15/18
Total	109				

**City of Kenosha Developers Agreement
By and Between Brookstone Homes, Inc. and
the City of Kenosha, Wisconsin
and the Kenosha Water Utility
(KAT Subdivision)**

This Developers Agreement, hereinafter referred to as **AGREEMENT**, is made by and between Brookstone Homes, Inc., hereinafter referred to as **DEVELOPER**, the City of Kenosha, a municipal corporation of the State of Wisconsin, located in Kenosha County, Wisconsin, hereinafter referred to as **CITY**; and the Kenosha Water Utility, hereinafter referred to as **UTILITY**.

WHEREAS, DEVELOPER will be the owner of approximately 29.77 acres of real estate in City, which is legally described on Exhibit "A", which is attached hereto and made a part hereof, hereinafter referred to as **REAL ESTATE**; and

WHEREAS, DEVELOPER desires to subdivide and develop **REAL ESTATE** for single-family residential purposes and Outlot #4 for stormwater detention and except for Outlots #1, #2 and #3, which shall be retained by the City; and

WHEREAS, REAL ESTATE is zoned RS-2 at the time of execution of this **AGREEMENT**, which zoning permits the development set forth in this **AGREEMENT**; and

WHEREAS, the Plan Commission of **CITY** has recommended to the Common Council and the Common Council of **CITY** has approved a Final Plat of subdivision of **REAL ESTATE** on the condition that **DEVELOPER** enter into **AGREEMENT** relative to the manner and method by which **REAL ESTATE** is to be developed subject to the guidelines of **AGREEMENT**; and

WHEREAS, UTILITY is the accepting and approving agency for **CITY** with respect to sanitary sewerage and water supply systems for **REAL ESTATE**, and **UTILITY** is willing to approve the provision of sanitary sewerage and water supply to **REAL ESTATE** subject to the terms and conditions of **AGREEMENT**; and

WHEREAS, DEVELOPER agrees to develop **REAL ESTATE** as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties, including the approval by **CITY** of a Final Plat of subdivision of **REAL ESTATE** and the provision of **UTILITY** of sanitary sewerage and water supply, and the agreement of **DEVELOPER** to subdivide and develop **REAL ESTATE**, the parties agree that **REAL ESTATE** will be developed as hereinafter provided.

I. IMPROVEMENTS AND DESIGN STANDARDS

A. Streets

1. **DEVELOPER** shall at its cost and expense grade, gravel and pave all streets in **REAL ESTATE**, except for 40th Street and 34th Avenue from 45th Street to 44th Street, which shall be constructed by and at the expense of **CITY**, in accordance with the street layout and Phasing Plan indicated in the Final Plat of Subdivision, attached hereto as Exhibit "B", and in accordance with the Street Layout Plan, attached hereto as Exhibit "C". All streets shall be improved with Portland cement concrete curb and

- gutter and with a pavement of bituminous concrete or Portland cement concrete pavement with integral curb in accordance with **CITY** standards.
2. Street constructions, which shall be phased, shall be completed and presented to **CITY** for acceptance in accordance with the Street Layout and Phasing Plan, Exhibit "C" and completion schedule, Exhibit "J".
 3. **CITY** shall accept all streets and right-of-way lying within the Final Plat of subdivision upon (i) completion, in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage, or nonconformity, (iii) delivery to **CITY** of a certified reproducible mylar "as-built" drawing, and in digital form acceptable to the **CITY**; and (iv) receipt of lien waivers from all contractors. Said acceptance of said streets and rights-of-way shall be upon recommendation of City Engineer, Board of Public Works, and formal action by the Common Council. The City Engineer shall inspect said streets without unreasonable delay, upon request by **DEVELOPER**, and issue written notice to **DEVELOPER** to correct any defect, damage, or nonconformity which may be discovered. Streets found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by **CITY**, **CITY** shall have full jurisdiction and ownership of said streets for all intents and purposes and be responsible for the maintenance of said streets, subject to the coverage of express warranties of **DEVELOPER** provided herein.
 4. **DEVELOPER** shall provide easements for utilities: (a) having a minimum width of ten (10) feet adjacent to both sides of the street right-of-way where required by **CITY**, **UTILITY**, or applicable utilities; (b) having a minimum width of five (5) feet on rear lot lines, and (c) having a minimum width of five (5) feet on all interior lot lines where required by **CITY**, **UTILITY**, or applicable utilities. Easements shall be indicated on any Final Plat of subdivision and utility plans. Required easements may be modified or terminated only in the event that **CITY**, **UTILITY**, and other appropriate utilities determine that said easement(s), in full or part, are not required to provide essential service. **DEVELOPER** shall provide easements for **UTILITY** as required with a minimum width of twenty (20) feet for water mains and thirty (30) feet for sanitary sewers. **UTILITY** may require forty (40) foot wide easements for deep sewers.
 5. **DEVELOPER** shall grade, gravel and construct the binder course on all streets within the Final Plat prior to the issuance of any building permit by **CITY** for any lot within the development phase.
 6. **DEVELOPER** shall not conduct any street paving or curb and gutter after November 15th of any calendar year without express written approval of the City Engineer, and no paving work will be permitted after December 1st of any calendar year. Construction may commence after April 1st with the approval of the City Engineer.
 7. **DEVELOPER** shall construct streets as depicted in Exhibit "C", except for 40th Street and 34th Avenue from 44th Street to 45th Street, which shall be constructed by **CITY**. All streets shall be constructed to **CITY** requirements.

8. **DEVELOPER** shall construct a temporary cul-de-sac or turnaround when an interim dead end street exceeds 150 feet in length. **DEVELOPER** shall design and construct said temporary cul-de-sac or turnaround in conformance with AASHTO (American Association of State Highway Transportation Officials) standards. Such cul-de-sacs or turnarounds can be located beyond the limits of the **REAL ESTATE**, subject to the recording of an easement authorizing their placement on the adjacent property. Otherwise, if any cul-de-sac or turnaround is located within any platted lot within **REAL ESTATE**, no building permit shall be issued for said lots until the permanent street improvements are constructed.

B. Design Standards

1. The following design standards shall govern the single-family development of **REAL ESTATE**
 - a. A two-car garage not less than four hundred forty (440) square feet in area shall be provided for each residential unit. Each residential lot shall have a paved driveway having a minimum width of eighteen (18) feet and a paved apron and approach.
 - b. Maximum impervious surface coverage on an individual lot shall be in accordance with Section 3.03 of the City Zoning Ordinance.
 - c. **DEVELOPER** shall obtain all applicable permits from the **CITY** and the Kenosha County Highway Department.
 - d. All residences constructed upon **REAL ESTATE** shall comply with Section 9.10 of the Code of General Ordinances, entitled, "Exterior Building Variation for One- and Two-Family Residential Housing Units."
 - e. All homes shall comply with the RS-2 design standards referenced in Section 3.05 of the Zoning Ordinance or as in effect at time of the issuance of a building permit.

C. Sidewalks

1. **DEVELOPER** except as hereafter provided, shall construct and install, at its cost and expense, sidewalks in **REAL ESTATE**, in accordance with the Final Plat of Subdivision, attached hereto as Exhibit "B" and in accordance with the Street Layout and Phasing Plan, attached hereto as Exhibit "C". The sidewalks shall be five (5) feet in width, using 4 inches of Portland cement concrete over a 2 inch aggregate base, along both sides of each street, except that portion of sidewalk running through the driveway approach which should be 6" thick. Sidewalks shall be installed prior to occupancy of residential units, where practical, but not later than six (6) months from the date of occupancy of each residential unit served thereby. In the event the sidewalk is not installed prior to issuance of a certificate of occupancy, the owner of a residential unit other than **DEVELOPER**, shall provide **CITY** with an assurance in an amount determined by the City Engineer. The **CITY** shall install sidewalks along Outlot #2, along both sides of 34th Avenue, south of Lot #109 and along

the retention basin.

2. **CITY** shall accept all such sidewalks located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (i) completion in accordance with plans and specifications, (ii) construction and delivery without defect, damage, or non-conformance, (iii) delivery to **CITY** of a certified reproducible mylar "as built" drawing and in digital form acceptable to the **CITY**, and (iv) receipt of lien waivers from all contractors. Said acceptance of sidewalks shall be upon recommendation of the Director of Public Works, Board of Public Works and formal action by the Common Council. The Director of Public Works shall inspect said sidewalks without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defects, damage, or nonconformity which may be discovered. Sidewalks found to contain any defect, damage or nonconformity shall be reinspected by the Director of Public Works and shall not be accepted until corrective action is taken.

D. Sanitary Sewerage System

1. **DEVELOPER** shall construct, furnish, install and provide, at its cost and expense, a complete sanitary sewerage system in phases throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with Sanitary Sewer Plan attached hereto as Exhibit "D", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources. Copies of WDNR approvals shall be provided to **UTILITY**. The **CITY** shall be responsible for sanitary sewer construction in 40th Street and within the 34th Avenue right-of-way south of 44th Street
2. Phased sanitary sewer construction for Final Plat of subdivision shall commence within the timeline specified within the completion schedule, Exhibit "J".
3. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** sanitary sewerage system.
4. **UTILITY** shall allow **DEVELOPER** to extend and connect its sanitary sewerage system to the sanitary sewerage system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis. **CITY** and **UTILITY** shall cooperate with **DEVELOPER** in obtaining all necessary permits required from the United States of America, State of Wisconsin, and County of Kenosha for such sanitary sewerage systems, extensions, and connections.
5. **UTILITY** shall accept all sanitary sewerage systems located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to **UTILITY** of certified copies of all tests of sanitary sewerage

system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM (iv) receipt of lien waivers from all contractors, and (v) certification by **UTILITY** Engineer of the above. Said acceptance shall be subject to approval by the Board of Water Commissioners. The **UTILITY** Engineer shall inspect said sanitary sewerage system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the sanitary sewerage system found to contain any defect, damage or nonconformity shall be reinspected by the **UTILITY** Engineer after repair by **DEVELOPER** and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation and maintenance of said sanitary sewerage system.

6. Sanitary sewer service shall be subject to applicable user and impact fees.

E. Water

1. **DEVELOPER** shall construct, furnish, install and provide at its cost and expense a complete system of water distribution throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with the Water Main Plan, attached hereto as Exhibit "E", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources. **CITY** shall install water within 40th Street and within 34th Avenue, south of 44th Street.
2. Water distribution system construction, which shall be phased, shall commence as noted in the completion schedule, Exhibit "J".
3. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** water supply system.
4. **UTILITY** shall allow **DEVELOPER** to extend and connect its water system to the water system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees as required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis.
5. **UTILITY** shall accept all such water distribution system located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to **UTILITY** of certified copies of all tests of the water distribution system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM, (iv) receipt of lien waivers from all contractors, and (v) certification by **UTILITY** Engineer of the above. Said acceptance shall be subject to approval by the Board of Water

Commissioners. **UTILITY** Engineer shall inspect said water distribution system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the water distribution system found to contain any defect, damage or nonconformity shall be repaired by **DEVELOPER** and reinspected by **UTILITY** Engineer and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation and maintenance of said water distribution system.

6. Water service shall be subject to payment of applicable user charges.

F. Storm and Surface Water Drainage

1. **DEVELOPER** shall construct, furnish, install, and provide at its cost and expense adequate facilities for storm and surface water drainage throughout **REAL ESTATE**, including the facilities which abut land dedicated or acquired for any public purpose. Storm and surface water drainage shall be in accordance with any applicable master plan for the area served, in accordance with the Stormwater Management Plan attached hereto as Exhibit "F" and Storm Sewer Plan attached hereto as Exhibit "G", and in accordance with **CITY** criteria for design of storm sewers. Sump pump discharge lines shall be installed and connected to the storm sewer in accordance with Section 5.115 of the Code of General Ordinances. Sump pump laterals shall terminate inside the house with a clean out. Where the sump pump discharge line will be connected to the storm sewer, no part of the line shall have less than two (2) feet of earth cover with insulation or three (3) feet of earth cover without insulation. **DEVELOPER** shall provide **CITY** with density test to certify proper compaction of trench backfill.

Tracer wires shall be installed on all storm sewer mains and laterals including sump pump laterals per City of Kenosha specifications.

2. **CITY** shall assist **DEVELOPER** in obtaining the right to make connections and in procuring easements to **CITY'S** nearest appropriate and available storm sewer or drainage system and in allowing **DEVELOPER** to connect to any future storm-sewer or drainage system of **CITY**, which is constructed to serve **REAL ESTATE**.
3. All portions of the **REAL ESTATE** designated as retention basins and outlet structures located in Outlot #4 shall either be retained by **DEVELOPER** or assigned to an owner's association.

DEVELOPER or the owner's association, shall be responsible for maintenance, replacement or repair of all retention basins, storm and surface water conveyance system and outlet structures lying within **REAL ESTATE**, excepting those on public rights-of-way and shall provide **CITY** with a Maintenance Agreement. The **CITY'S** storm water utility district shall be responsible for any dredging of the basin if required. **CITY** and **UTILITY** shall review and approve of any owners association prior to final acceptance of the storm and surface water drainage system.

DEVELOPER, prior to transfer to an owners association, shall provide **CITY** with a maintenance easement for the storm and surface water drainage system not located within public rights-of-way and the **CITY** may specially assess benefited property for any service performed. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements. Maintenance and payment of all future taxes and special assessments for Outlot #4 shall be the responsibility of the homeowners association and/or owners of Lots 1 - 109 of the Final Plat.

DEVELOPER shall install a spray pump aerating fountain in the detention basin and operate it during mild weather. (Approximately May through October). The Cost of installation, operation and maintenance shall be the responsibility of the **DEVELOPER** or Home Owners Association.

4. **CITY** shall approve all such storm and surface water drainage facilities, including storm and surface water conveyance systems, located in the public right-of-way or in any easement lying within **REAL ESTATE** upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to **CITY** of certified copies of all tests of storm sewer system and a certified reproducible mylar "as-built" drawing and in a digital form acceptable to the **CITY**, (iv) receipt of lien waivers from all contractors, and (v) certification by City Engineer of the above. Approval of the storm and surface water drainage facilities shall be upon recommendation by the City Engineer, Board of Public Works and formal action by the Common Council. The City Engineer shall inspect said storm and surface water drainage facilities without unreasonable delay upon request by **DEVELOPER**, and issue written notice to correct any defect, damage or nonconformity which may be discovered. Any element of the storm and surface water drainage system found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by **CITY**, **CITY** shall be responsible for the operation and maintenance of said storm and surface water drainage facilities lying within the public rights-of-way within said **REAL ESTATE**, subject to the Indemnity and Hold Harmless Agreement of **DEVELOPER** herein provided. **CITY** may specially assess benefited property or initiate a user fee for the cost of maintenance thereof.

5. Storm and surface water conveyance systems shall meet **CITY'S** current requirements. **DEVELOPER** shall submit plans, specifications, and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction.

DEVELOPER or Home Owners Association shall be responsible for the maintenance, replacement or repair of all storm and surface water conveyance systems required for the development of property lying within **REAL ESTATE**, excepting those on public rights-of-way. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements.

6. Storm and surface water which flows onto any abutting private property may be tied into existing drain tiles, if available, at the perimeter of **REAL ESTATE** with the permission of the abutting property owner where approved by the City Engineer.
7. **DEVELOPER** shall, during the term of **AGREEMENT**, indemnify, defend, and hold harmless **CITY, UTILITY**, and officers and employees thereof from and against any and all claims, damages, judgments, costs, expenses, and attorneys' fees which any of them may pay, sustain or incur should any person or party incur property loss or damage arising out of the construction of the storm and surface water drainage system, provided that the legal counsel representing any indemnified person or party shall be selected by **DEVELOPER**, and provided further, that **CITY** and **UTILITY** shall cooperate with **DEVELOPER**, and provided further, that **CITY** and **UTILITY** shall cooperate with **DEVELOPER** and **DEVELOPER'S** legal counsel in defending against any such claim. **CITY** and **UTILITY** shall be permitted to assist in the defense of any such claim.
8. **DEVELOPER** can mass grade **REAL ESTATE** upon execution of this **AGREEMENT** by all parties, obtaining Final Plat approval by **CITY**, and posting all required assurances. All lots not to be immediately built on must be stabilized with seeding and mulch within seven (7) days of the completion of grading of these lots.

G. Landscaping

1. **DEVELOPER** shall at its cost and expense, furnish, install, and provide landscaping for Final Plat of subdivision within **REAL ESTATE** in conformity with the Tree Planting Plan attached hereto as Exhibit "H". Said landscaping shall be installed and presented to the **CITY** for acceptance prior to or concurrent with the street improvements stipulated in Section I.A.2. of **AGREEMENT**. **DEVELOPER** shall be responsible to water and maintain street trees for thirty (30) days after installation.
2. **DEVELOPER** shall remove and lawfully dispose of all rubbish, barns and outbuildings, dead trees, branches, brush, tree trunks, shrubs, and other natural growth that are inconsistent with approved plans.
3. **DEVELOPER** shall supply and install six (6) inches of topsoil in all lawn parks to bring lawn parks up to final grade.
4. **DEVELOPER** shall protect existing trees within **REAL ESTATE** in accordance with Section 34.10 of the Code of General Ordinances.

H. Street Lamps

1. **DEVELOPER** shall, at its cost and expense, install or contract with WE Energies for installation of street lamps within **REAL ESTATE** as recommended by the Traffic Engineer in accordance with the Street Lighting Plan, Exhibit "I". Said street lighting shall be installed and presented to the **CITY** for acceptance prior to or concurrent with the street improvements stipulated in Section I.A.2. of **AGREEMENT**. Cost of street lamp operation shall be the responsibility of **CITY**. Poles and fixtures shall

be of a type approved by the CITY. The use of wood poles for lighting is prohibited.

I. Street Signs, Regulatory Signs, Traffic Signals

1. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of the materials for and installation of street name signs at all intersections within the subdivision within thirty (30) days after being billed therefor. Street designations shall be in numeric sequence as determined by **CITY**.
2. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of materials and installation of all regulatory signs required by **CITY** within the subdivision, within thirty (30) days after being billed therefor.

J. Driveways and Approaches

1. **DEVELOPER** shall construct a driveway and approach for each residential unit within **REAL ESTATE** at its cost and expense. The portion between the sidewalk and curb (approach) shall be a six (6) inch Portland cement concrete surface course in accordance with City ordinances. Paving bricks having a minimum thickness of four (4) inches are an acceptable alternative for driveways. The driveway and approach shall be installed prior to occupancy where practical, but not later than six (6) months from the date of occupancy of each residential unit served thereby. In the event the driveway and approach are not paved prior to issuance of a certificate of occupancy, the owner, if other than **DEVELOPER**, shall provide **CITY** with an assurance in an amount determined by City Engineer.

K. Grading

1. **DEVELOPER** shall, at its cost and expense, grade all streets to within six inches sub-grade and submit an "as-built" plan for approval by **CITY** prior to installation of any utilities. All lots shall be graded to within six inches of final grade at the lot lines and the interior of the lots must be graded to drain with no area at less than a 0.50% grade. Stabilization of the interior lot areas by seeding and mulching shall be done within seven (7) days of grading and "as-built" Grading Plan shall be submitted for approval by **CITY** and is subject to verification by **CITY** prior to the issuance of any building permits. **DEVELOPER** shall grade **REAL ESTATE** in conformity with the Stormwater Management Plan attached hereto as Exhibit "F" and Storm Sewer Plan attached hereto as Exhibit "G".

L. Construction Management

1. **DEVELOPER** shall obtain permits and comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code". Stockpiles of topsoil shall be identified on Grading Plan for any total plat of subdivision for a term as specified by **CITY**.

All erosion and sediment controls shall be maintained and inspected by the **DEVELOPER** at least weekly and within 24 hours after a rainfall event

of 0.5 inches or greater. A rainfall event shall be considered to be the total amount of rainfall recorded in any continuous 24 hour period. The **DEVELOPER** shall maintain a monitoring record that contains information on the condition of the erosion and sediment control practices at the intervals stated above, and a description of the maintenance conducted to repair or replace erosion and sediment control practices. The monitoring record shall be made available to the **CITY** on demand.

2. **CITY** and/or **UTILITY** shall provide engineering and inspection services during the installation of water, sanitary sewer, storm sewer, drainage, paving and sidewalk construction for adherence to approved plans and specifications. The cost of the inspection shall be billed to **DEVELOPER** who shall pay the bill within thirty (30) days of receipt. This inspection shall not relieve **DEVELOPER**, **DEVELOPER'S** engineer, or **DEVELOPER'S** contractor from their responsibility to install the infrastructure to proper horizontal and vertical alignment as shown on the approved plans or from providing "as-built" plans. Any and all testing services deemed necessary by **CITY** and/or **UTILITY** shall be performed by and paid for by **DEVELOPER**
3. **UTILITY** Engineering Services Division reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the property completion of the work covered under Sections 1.D and 1.E. of the **AGREEMENT**. **DEVELOPER** shall reimburse **UTILITY** for all costs for outside testing services.
4. **DEVELOPER** shall complete a tv inspection of the completed sanitary sewer system. The tv inspection shall be performed by an inspection service acceptable to the **UTILITY**. Video tapes and written logs of all sanitary sewer inspections shall be submitted to **UTILITY** for review. Any repairs or cleaning identified by the tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

UTILITY reserves the right to perform the tv inspection of the sanitary sewer system with **DEVELOPER** reimbursing the **UTILITY** for the cost of inspection.
5. **CITY** reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the proper completion of the work under all sections of the **AGREEMENT**. **DEVELOPER** shall reimburse **CITY** for all costs for outside testing services.
6. **DEVELOPER** shall complete a tv inspection of the completed storm sewer system. The tv inspection shall be performed by an inspection service acceptable to the **CITY**. Video tapes and written logs of all storm sewer inspections shall be submitted to **CITY** for review. Any repairs or cleaning identified by the tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

CITY reserves the right to perform the tv inspection of the storm sewer system with **DEVELOPER** reimbursing the **CITY** for the cost of inspection.

7. **DEVELOPER** shall abandon any wells on **REAL ESTATE** per Wisconsin Department of Natural Resources requirements Chapter NR 112, Wisconsin Administrative Code and Section 32.09 of the City Code of General Ordinances. **DEVELOPER** shall provide a copy of any completed well abandonment form to **UTILITY**.
8. **CITY** shall provide **DEVELOPER** with final improvement plans for Exhibits "C" through "I" prior to the closing of **REAL ESTATE**.
9. Construction of public improvements can commence only upon written authorization of **CITY** and **UTILITY**, which authorization shall not be unreasonably withheld. **DEVELOPER** shall hold a pre-construction meeting which shall be attended by **CITY**, **UTILITY**, contractor and consultants' inspector.
10. At the time a grading or mass grading erosion control permit is issued, the **DEVELOPER** shall post a cash assurance with the **CITY** in the amount of Five Thousand (\$5,000) Dollars to guarantee that the conditions of the erosion control permit and Chapter XXXIII of the Code of General Ordinances are being followed as they relate to maintaining the public right-of-way and storm sewer system. The cash assurance shall be used if the **CITY** determines that the **DEVELOPER** or his/her contractor have not kept the right-of-ways clean from mud-tracking, if there is damage to the stormwater drainage improvements, or if erosion and sediment controls are not being maintained. If the cash assurance is depleted prior to completion of the project, the **DEVELOPER** shall post another cash assurance in the same amount. The cash assurance shall be refunded to the **DEVELOPER** once all streets and stormwater drainage improvements are accepted by the **CITY**.
11. The finished or final yard elevation and slope around the perimeter of any new one and two-family structure, along the entire site area, shall be final graded, finished with topsoil and seeded or sodded to required elevations as shown on the approved building permit plat of survey as submitted at the time of the building permit issuance. A copy of survey, prepared by a Wisconsin registered land surveyor or Wisconsin licensed professional engineer shall be submitted to the **CITY** showing proposed elevations as approved by the **CITY**, and actual final elevations in the following locations: 1) At the property corners and all corners of the structures; and 2) at twenty-five (25) foot intervals along each property line.

II. DEDICATION AND ASSURANCE OF COMPLETION OF IMPROVEMENTS

- A. Subject to all other provisions of **AGREEMENT** and the exhibits hereto attached, **DEVELOPER** shall, without charge to **CITY** or **UTILITY** upon completion of all of the above described improvements located in public areas, unconditionally give, grant, convey and fully dedicate same to **CITY** and **UTILITY**, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumerations, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After

such dedication, **CITY** and **UTILITY** shall have the right to connect or integrate same into their related facilities as **CITY** and **UTILITY** shall determine, with no payment to, award of damages, or consent of **DEVELOPER**. Dedication shall not constitute acceptance of any improvement by **CITY** or **UTILITY**. All improvements will be accepted by **CITY** or **UTILITY** in writing in the manner herein set forth, where in conformance with **AGREEMENT**. **DEVELOPER** shall be responsible for the maintenance and snow plowing of any streets constructed within **REAL ESTATE** until said streets are formally accepted by **CITY** as specified in this **AGREEMENT**.

- B. Prior to approval by **CITY** of the Final Plat of subdivision of **REAL ESTATE**, **DEVELOPER** shall deposit with the Clerk-Treasurer of **CITY** an assurance for completion of all improvements located within Phase I, in an amount established by the City Engineer and **UTILITY** General Manager that will reasonably compensate **CITY** and **UTILITY** for their cost of completion of any improvements not timely completed by **DEVELOPER** in accordance with plans and specifications. Prior to the construction of future phases, the **DEVELOPER** shall deposit a cash escrow prior to work occurring for that phase.
- C. If and to the extent that **DEVELOPER** shall properly complete portions of improvements for which it shall have deposited an assurance with the Clerk-Treasurer of **CITY**, then, upon request of **DEVELOPER**, the Clerk-Treasurer of **CITY** shall, upon recommendation of City Engineer or General Manager of **UTILITY**, accordingly reduce the amount of the assurance required in proportion to the work completed. Prior to the release of any amount of the assurance, **DEVELOPER** shall submit to **CITY** and **UTILITY** a waiver of lien from all contractors and subcontractors.
- D. The form of the assurance required hereby is a cash assurance or an Irrevocable Letter of Credit which must be approved by the City Attorney as protecting **CITY** and **UTILITY** and providing access to funds to timely complete required improvements in accordance with approved plans and specifications. Should assurance funds be insufficient, **CITY** and **UTILITY** may perform required work at the cost and expense of the **DEVELOPER** and specially assess benefited **REAL ESTATE** therefor, if **DEVELOPER** has not timely paid for said improvements. If required improvements have not been completed within the term of a Letter of Credit and the Letter of Credit is about to expire and has not been renewed, **CITY** and **UTILITY** may draw upon the Letter of Credit to assure funds are available for completion of required improvements.

III. MISCELLANEOUS REQUIREMENTS

A. Survey Monuments

- 1. **CITY** shall properly place and install all survey and other monuments required by statute or ordinance.

B. Impact Fees

- 1. **DEVELOPER** shall pay impact fees which are in effect at the time the Final Plat is recorded or upon obtaining building permits as specified in Chapter XXXV of the City Code of General Ordinances and **AGREEMENT**.

C. Grade

1. **DEVELOPER** shall furnish **CITY** with final engineering plans on reproducible mylar, and digital format, a final grading plan indicating the street grade in front of each lot and the recommended basement floor grade and finished yard grade at building, elevation of sidewalks, elevation of finished yard grade at building and property lines, elevation of swales (if required), and elevation of top of foundation wall (8 inches above finished grade) prior to the construction of any improvement in the area thereof, except for portions of plans prepared by **CITY** shall not be subject to this requirement.

D. Notice of Installation and Construction of Public Improvements

1. **DEVELOPER** shall not construct any public or private improvement until Final Plat and Development Agreement have been approved by the Common Council, the Development Agreement has been signed by all parties and all required assurances have been received and approved. **DEVELOPER** shall not commence the installation and construction of any public improvement without first obtaining written authorization from **CITY** and **UTILITY** and then notifying **CITY** and **UTILITY** two working days in advance of the physical commencement of construction. This notification requirement shall also apply to a work resumption following a work interruption of over five (5) working days.

E. Sale of Lots

1. Conveying subdivided land for which a Final Plat has not been recorded is prohibited except as follows: In accordance with Section 236.31(1), Wisconsin Statutes, a contract or offer to convey any subdivision or lot or parcel within a subdivision for which the Final Plat has not yet been approved and recorded, may be entered into by **DEVELOPER**, but only where the preliminary or Final Plat has been submitted to **CITY** for approval and the offer or contract states on its face that it is contingent upon approval of the Final Plat and shall be void if such plat is not approved.

F. Assurance

1. Assurance shall mean cash or irrevocable letter of credit approved by the City Attorney.

IV. GUARANTEE OF STREETS, SIDEWALKS AND UTILITIES

- A. **DEVELOPER** shall guarantee the street, sidewalk, and all utility improvements required herein against defects due to faulty materials or workmanship of which it is notified in writing within a period of one (1) year from the date of acceptance of any improvement by the Common Council or Board of Water Commissioners. **DEVELOPER** shall perform and pay for any required repairs. **UTILITY** may elect to complete repairs to sanitary sewer and water system if **UTILITY** deems necessary. **DEVELOPER** shall pay **UTILITY** for said repairs at **UTILITY'S** time and material rates.

- B. In order to assure compliance with said guarantee, **DEVELOPER** shall deposit with **CITY** a cash bond, letter of credit, or other assurance in an amount determined sufficient by **CITY** and **UTILITY** to support guarantee.
- C. With respect to any portion of **REAL ESTATE** for which **CITY** shall approve a Final Plat of subdivision, **DEVELOPER** shall assume responsibility for any settlement of fill material that may occur in any utility trenches in any right-of-way or easement not under street pavement or sidewalk for a period of one (1) year from the date of the last acceptance by **CITY** or **UTILITY** of any **UTILITY** improvement located in such portion of **REAL ESTATE**

V. CITY'S RESPONSIBILITIES

- A. **CITY** shall process occupancy permits for residential units at such time as required improvements have been constructed. **CITY** shall not unreasonably withhold an occupancy permit due to the lack of any improvement, where applicant is otherwise entitled thereto and where an assurance therefor has been posted with **CITY** or **UTILITY** as herein required. Occupancy permits may be denied if utilities and storm and surface water drainage system required to serve property are not fully operational. **CITY** shall have the authority to withhold building and inspection services if **DEVELOPER** does not reasonably comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code."
- B. **CITY** shall process and issue building permits without unreasonable delay after application so long as there is compliance with standards for the issuance thereof set forth in applicable City and State laws, rules or regulations. Ordinances governing City building and occupancy permits shall be applicable as they exist on the date of permit issuance.

VI. CONSTRUCTION AND FINANCE

- A. An entryway monument may be erected and maintained by **DEVELOPER** until **REAL ESTATE** shall be fully developed and upon obtaining all applicable **CITY** permits. **DEVELOPER** shall remove said monument when the development is complete, unless it is to be maintained by a homeowners association.
- B. Granular trench backfill shall be used under all pavement and sidewalks and within twenty-four (24) inches thereof, but shall not be required in any unpaved parkways, provided that **DEVELOPER** shall deposit with **CITY** the assurances herein required to guarantee improvements. **CITY** shall test granular backfill for proper compaction and shall charge **DEVELOPER** therefor, at its actual cost.
- C. Following execution of **AGREEMENT**, **DEVELOPER** may perform rough grading work on any portion of **REAL ESTATE** prior to installation of required utilities after approval by **CITY** of Final Plat of **REAL ESTATE**, subject to the requirements of Chapter XXXIII of the City Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code," and upon approval of a drainage plan and all required exhibits by **CITY** and posting of all required assurances and execution of this agreement by all parties.
- D. Inspection fees shall be computed at **CITY** or **UTILITY** employee's hourly rate plus

indirect costs.

VII. MISCELLANEOUS

- A. **CITY** represents that the provisions of **AGREEMENT** are consistent with its Zoning and Code of General Ordinances, or if inconsistent, are lawfully inconsistent therewith.
- B. All notices, requests, demands, and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

If to **CITY**:
City Clerk
Municipal Building
625 52nd Street
Kenosha, WI 53140

with copies to:
Mayor and City Attorney
Municipal Building
625 52nd Street
Kenosha, WI 53140

If to **UTILITY**:
General Manager
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144

with a copy to:
City Attorney
(see address above)

If to **DEVELOPER**:
Scott B. Thistle, President
Brookstone Homes, Inc.
1230 Corporate Drive - Suite 200
Oconomowoc, WI 53066

- C. Any party hereto may, in law or in equity, by suit, action, or mandamus, or other proceedings, including specific performance, enforce or compel the performance of **AGREEMENT**.
- D. If any provision, covenant, or portion of **AGREEMENT** or its application to any person, entity or property is held invalid or unenforceable by a Court of Law or Equity, such status shall not affect the application or validity or other provisions covenants, or portions of **AGREEMENT** which can be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of **AGREEMENT** are declared to be severable.
- E. It is understood and agreed by the parties hereto that time is of the essence with respect to the provisions of **AGREEMENT** specifying dates and deadlines and the parties agree to expeditiously comply therewith.
- F. Copies of all exhibits described herein are appended hereto and are by reference incorporated herein.

VIII. AMENDMENTS

The parties may, by mutual consent, amend **AGREEMENT**, subject to approval thereof by the respective governing bodies of **CITY** and **UTILITY**.

IX. AUTHORIZATION

- A. **DEVELOPER** enters into this **AGREEMENT** by authority of action taken by the partnership on the _____ day of _____, 2008.
- B. **CITY** enters into this **AGREEMENT** by authority of action taken by its Common Council on the _____ day of _____, 2008.
- C. **UTILITY** enters into this **AGREEMENT** by authority of action taken by its Board on the _____ day of _____, 2008.

X. EXHIBITS

The exhibits to **AGREEMENT** listed below are made a part of **AGREEMENT**, as approved by **CITY**, and shall be provided to **CITY** and **UTILITY** by **DEVELOPER** on reproducible mylar.

- Exhibit A: Legal Description
- Exhibit B: Final Plat of Subdivision
- Exhibit C: Street Layout and Phasing Plan
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Water Main Plan
- Exhibit F: Stormwater Management & Storm Sewer Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Tree Planting Plan
- Exhibit I: Street Lighting Plan
- Exhibit J: Completion Schedule

XI. EXECUTION

This AGREEMENT is executed as follows:

A. By DEVELOPER on the 12th day of MAY, 2008.



Scott B. Thistle, President
Brookstone Homes, Inc.

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this 13th day of May, 2008, the above-named Scott B. Thistle, to me known to be the persons who executed the foregoing instrument and acknowledge same.



Notary Public, Steve DeCleene
My Commission Is/Expires: September 2011



B. By CITY on the 2nd day of December, 2008.



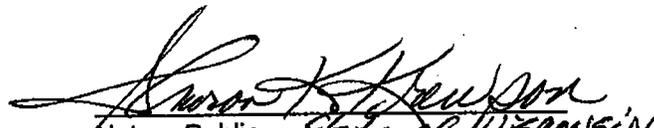
Keith Bosman, Mayor



Michael Higgins, City Clerk-Treasurer

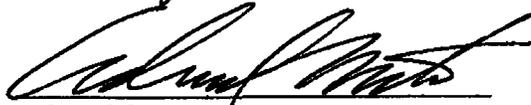
STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this 2nd day of December, 2008. the above-named Keith Bosman and Michael Higgins, to me known to be the persons who executed the foregoing instrument and acknowledge same.

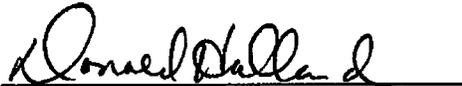


Notary Public, State of Wisconsin
My Commission Is/Expires: 2/8/09

C. By UTILITY on the 28th day of April, 2008.



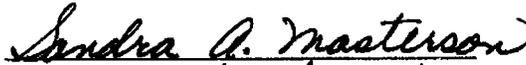
Edward St. Peter
General Manager



Donald Holland
Board of Water Commissioners Chairman

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this 28th day of April, 2008, the above-named Edward St. Peter and Donald Holland to me known to be the persons who executed the foregoing instrument and acknowledge same.



Notary Public, Kenosha, WI
My Commission Is/Expires: February 5, 2012

The following exhibits to the developers agreement are on file in the office of the Department of City Development, City of Kenosha, located at 625 52nd Street, Room 308, Kenosha, WI 53140:

- Exhibit C: Street Layout and Phasing Plan
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Water Main Plan
- Exhibit F: Stormwater Management and Storm Sewer Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Tree Planting Plan
- Exhibit I: Street Lighting Plan
- Exhibit J: Completion Schedule

2SCHROEDER/Agreements/Brookstone

Revised: 4/16/08

Exhibit A

All of Lot 2 and Lot 3 of Certified Survey Map No. 2490, recorded as Document No. 1447452; part of Parcel 1 and all of Parcel 2 of Certified Survey Map No. 1854, recorded as Document No. 1006351; part of the land recorded in Warranty Deed, Volume 53, Page 141 on February 10, 1903; and all of the land recorded as Parcel 11 in Warranty Deed, Document No. 100618 on November 8, 1995; all being recorded with the Kenosha County Register of Deeds Office and being in the Northeast Quarter, the Northwest Quarter, the Southeast Quarter and the Southwest Quarter, all in the Southwest Quarter of Section 25, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, the exterior boundaries of which are described as follows: Commencing at the southeast corner of said Quarter Section; thence North 89°30'36" West along the south line of said Quarter Section, 692.00 feet; thence North 1°31'55" West, parallel to the east line of said Quarter Section, 330.00 feet to the southeast corner of Lot 205 of Golf Links Second Addition, a subdivision of record; thence North 89°30'36" West 120.00 feet to the southeast corner of Lot 2 of said Certified Survey Map No. 2490 and the point of beginning; thence North 89°30'36" West along the south line of said lot, 465.345 feet; thence southwesterly along the arc of a circular curve which is concave northwesterly, 4.895 feet, said curve having a central angle of 2°09'28", a radius of 130.00 feet, and a chord which bears South 48°44'51" West a distance of 4.895 feet; thence southwesterly along the arc of a circular curve which is concave southeasterly, 62.715 feet, said curve having a central angle of 51°20'04", a radius of 70.00 feet, and a chord which bears South 24°09'33" West a distance of 60.64 feet; thence South 1°30'29" East, 226.145 feet; thence South 45°30'33" East 14.39 feet to the present north line of 45th Street; thence North 89°30'36" West along said north line, being here parallel to, and 33.00 feet north of, the south line of said Quarter Section, 70.04 feet; thence North 1°30'29" West 190.48 feet; thence South 89°30'36" East parallel to said south line, 25.00 feet; thence North 1°30'29" West 127.005 feet to the south line of Lot 3 of said certified survey map; thence North 89°30'36" West along said south line, 534.68 feet to the west line of said lot; thence North 0°29'24" East along said west line, 477.50 feet to the north line of said lot; thence South 89°30'36" East along said north line, and its extension easterly, 327.80 feet to the east line of 35th Avenue; thence North 1°31'55" West along said east line, 1,191.95 feet to the north line of 40th Street; thence North 89°26'52" West along said north line, 31.325 feet to a westerly line of Lot 2 of said certified survey map; thence North 1°29'03" West along said westerly line, 48.23 feet to a northerly line of said lot; thence South 89°26'52" East along said northerly line, 222.12 feet; thence North 1°30'29" West, 226.085 feet to the north line of said Lot 2; thence South 89°26'52" East along said north line, 649.555 feet to the west line of 32nd Avenue; thence South 1°31'55" East along said west line, 933.66 feet to the north line of 41st Street; thence North 89°30'36" West along said north line, 120.00 feet to the northerly extension of the west line of Lots 190 through 205 of said Golf Links Second Addition; thence South 1°31'55" East along the west line of said lots, and said northerly extension, 1,030.00 feet to the southeast corner of Lot 2 of said Certified Survey Map 2490 and the point of beginning.

This description containing 1,656,977 square feet (38.039 acres) of land, more or less.

Exhibit B

K. A. T. SUBDIVISION

BEING A REVISION OF ALL OF LOT 2 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 2480, RECORDED AS DOCUMENT NO. 144742; OF PART OF PARCEL 1 AND ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1854, RECORDED AS DOCUMENT NO. 100231; OF PART OF THE LAND RECORDED IN WARRANTY DEED, VOLUME 53, PAGE 141 ON FEBRUARY 10, 1933; AND OF ALL OF THE LAND RECORDED AS PARCEL 1 IN WARRANTY DEED, DOCUMENT 100516 ON NOVEMBER 8, 1951; ALL BEING RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE, AND BEING IN THE NORTHWEST QUARTER, THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER ALL IN THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NORTH ARROW AND BEARINGS ON THIS PLAT REFER TO GRID NORTH, WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE (NAD-83) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWN 2 NORTH, RANGE 22 EAST AS BEARING N 89° 30' 26" SEE LEGEND AND NOTES ON SHEET 3 OF 3

07-222-25-326-003 APPLICATED LANDS

07-222-25-327-001 OWNED BY LOCAL UNION 72, U. A. W. BLDG. CORP.

DEPARTMENT OF ADMINISTRATION

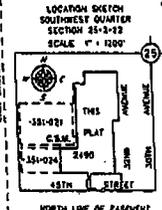
There are no objections to this plat with respect to Secs. 228.15, 228.16, 228.48 and 228.49(1) and (2), Wis. Stats., as provided by s. 228.18, Wis. Stats.

Certified _____ 20____
Department of Administration

07-222-25-351-001 OWNED BY CITY OF KENOSHA (EXTENDS WEST TO 38TH AVENUE)

NOTE: STORM SEWER EASEMENTS THRU LOTS 10, 11, 30, 31, 41, 51, 63 AND 90 ARE SHOWN IN DETAIL 1-D ON SHEET 2

REMOVED BY M. HANFUR MARCH 11, 2008 W/ REGISTERED LAND SURVEYOR NO. 9-2418 CITY OF KENOSHA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION PHONE 222-4533-4550



SEE DETAIL 1-A SHEET 2

NORTH LINE OF 160 FEET WIDE EASEMENTS TO W. ELECTRIC POWER CO. VOL. 308 PG. 122 - 123 VOL. 309 PG. 128 - 129

HIGHWAY EASEMENT FOR REMOVAL OF 60' WIDE STREET RIGHT-OF-WAY HAS BEEN ACQUIRED BY THE CITY OF KENOSHA FROM W. ELECTRIC. DOC. 45487, RECORDED MARCH 7, 2008. SEE DETAIL 1-C SHEET 2

BRASS MONUMENT IN CONCRETE N. 224.951.32 E. 2.677.374.48 C. 2.677.374.48

WASHINGTON ROAD 175.15' NORTH LINE, SOUTHWEST QUARTER, SECTION 25, TOWN 2 NORTH, RANGE 22 EAST

BRASS MONUMENT IN CONCRETE N. 227.927.70 E. 2.676.990.78

07-222-25-301-004 APPLICATED LANDS

59 FEET WIDE EASEMENTS TO CITY OF KENOSHA VOL. 357 PG. 431-432 VOL. 408 PG. 71-72 W. ELECTRIC 40' STREET RIGHT-OF-WAY

07-222-25-326-003 APPLICATED LANDS

REMAINDER OF WEST PART OF 38TH AVENUE ROAD-OF-WAY HAS BEEN ACQUIRED BY THE CITY OF KENOSHA FROM LOCAL UNION 72, U. A. W. BLDG. CORP. WARRANTY DEED DOC. 13-4880

07-222-25-351-001 OWNED BY CITY OF KENOSHA (EXTENDS WEST TO 38TH AVENUE)

CONTINGENT LINE OF 15 FEET WIDE EASEMENT TO CITY OF KENOSHA FOR STORM SEWER AS SHOWN ON C.E.M. 2480. NO OTHER RECORDED INFORMATION. (CITY NOW OWNS ENTIRE OUTLOT 4)

DETAIL 1-B 10.00' x 10.00' x 12.50' TRIANGULAR PARCEL IS CONVEYED TO THE PUBLIC FOR ADDITIONAL STREET RIGHT-OF-WAY

07-222-25-351-001 OWNED BY CITY OF KENOSHA (EXTENDS WEST TO 38TH AVENUE)

SEE DETAIL 1-B SHEET 2 FOR 15' WIDE UTILITY EASEMENT (NOTES)

SEE DETAIL 1-B SHEET 2 FOR GARAGE ENCROACHMENT INTO OUTLOT 3 FROM LOT 193

SEE DETAIL 1-B SHEET 2 FOR 15' WIDE UTILITY EASEMENT

SEE DETAIL 1-B SHEET 2 FOR 15' WIDE UTILITY EASEMENT

SEE DETAIL 1-B SHEET 2 FOR 15' WIDE UTILITY EASEMENT

SEE DETAIL 1-B SHEET 2 FOR 15' WIDE UTILITY EASEMENT

SEE DETAIL 1-B SHEET 2 FOR 15' WIDE UTILITY EASEMENT

SEE DETAIL 1-B SHEET 2 FOR 15' WIDE UTILITY EASEMENT

BRASS MONUMENT IN CONCRETE N. 224.951.32 E. 2.677.374.48 C. 2.677.374.48

07-222-25-378-000 OWNED BY CITY OF KENOSHA

Exhibit J					
Progress and Completion Schedule					
KAT Subdivision					
		Phase 1/2/3/4/5		Phase 6/7/8/9/10	
		Start	End	Start	End
Phase #1	20	8/1/2008	1/9/2009	1/1/2009	1/1/2011
Phase #2	20	7/1/2010	12/1/2010	1/1/2011	1/1/2013
Phase #3	25	7/1/2012	12/1/2012	1/1/2013	1/1/2015
Phase #4	35	7/1/2014	12/1/2014	1/1/2015	1/1/2018
Phase #5	10	7/1/2016	12/1/2016	1/1/2018	1/1/2019



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

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

C-3

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

January 7, 2011

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Engineering/City Engineer

Subject: *Plat of Right-of-Way Required For 38th Street (Phase IV) from CTH S (Burlington Road) to 2, 480 Feet West and Resolution of Relocation Order (Temporary Limited Easements and Permanent Limited Easements Only)*

BACKGROUND/ANALYSIS

As part of the reconstruction of 38th Street from CTH S Burlington Road to the East Frontage Road, the Public Works Committee previously approved a plat of right-of-way required. However, with the final phase of the project, it was determined that some additional temporary and permanent limited easements for grading will be required. PW-Engineering staff prepared a new R/W plat to allow for acquisition of the additional land required for grading purposes.

RECOMMENDATION

Approve the Plat of Right-of-Way Required and recommend to the Common Council that the R/W Plat and Resolution of Relocation Order be Approved

CC: Ald. Rocco LaMacchia

KKR

RESOLUTION NO. _____

BY: MAYOR

TO APPROVE THE RELOCATION ORDER FOR 38th STREET FROM CTH S (BURLINGTON ROAD) TO 2,480 FEET WEST FOR RIGHT-OF-WAY IMPROVEMENTS AND TO AUTHORIZE OTHER ACTIONS NECESSARY TO ACQUIRE TEMPORARY LIMITED EASEMENTS AND PERMANENT LIMITED EASEMENTS INTEREST AND POSSESSION OF CERTAIN PROPERTY

WHEREAS, It is declared and determined to be in the public interest to acquire temporary limited easements and permanent limited easements to certain property necessary for 38th Street from CTH S to 2,480 feet west under authority of Section 62.22, Wisconsin Statutes, shown on a map marked Exhibit "A", which is on file in the office of the City Clerk, and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, The Director of the Department of Public Works, or designee thereof, on behalf of the City of Kenosha and upon compliance with Subsection (2), respecting Appraisal, and Subsection (2.a.) respecting negotiation, shall make and give notice of a Jurisdictional Offer under Subsections (3), (3.m.) and (4) of Section 32.05, Wisconsin Statutes. If any owner has not accepted the Jurisdictional Offer within the periods limited in Subsection (6) or fails to consummate an acceptance as provided therein, the City of Kenosha, through the Director of Public Works, or designee thereof, shall make an award of damages in the manner and sequence of acts provided in Subsection (7) and obtain right to possession with respect to such property under Subsection (8) of Section 32.05, Wisconsin Statutes; and

BE IT FURTHER RESOLVED, The City Attorney or other legal counsel retained by the City shall represent the City of Kenosha in any related actions or proceedings; and

BE IT FURTHER RESOLVED, The Director of the Department of Public Works, or designee, in accordance with Section 32.05 (1)(a), Wisconsin Statutes, shall within twenty (20) days of the adoption of the Resolution/Relocation Order, file a copy thereof with the Kenosha County Clerk.

Adopted this _____ day of _____, 2011.

Common Council Agenda Item # H.3.

ATTEST:

Debra L. Salas, Deputy City Clerk

APPROVE:

Keith G. Bosman, Mayor

EXHIBIT A

PLAT OF RIGHT-OF-WAY
REQUIRED FOR
38TH STREET - PHASE IV

FROM
C.T.H. "S" (BURLINGTON ROAD) TO 2,480 FEET WEST

NW/4
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T 2 N
R 22 E

PROPOSED RELOCATION BEING A PART OF THE
NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 29,
AND THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 30,

IN
TOWN 2 NORTH, RANGE 22 EAST
OF THE FOURTH PRINCIPAL MERIDIAN
IN PART OF THE
CITY OF KENOSHA AND IN PART OF THE TOWN OF SOMERS,
ALL IN KENOSHA COUNTY, WISCONSIN

SW/4
30
T 2 N
R 22 E

SE/4
30
T 2 N
R 22 E

NW/4
29
T 2 N
R 22 E

SW/4
29
T 2 N
R 22 E

BEGIN
RELOCATION ORDER
PROJECT 10-1025

END
RELOCATION ORDER
PROJECT 10-1025

BURLINGTON ROAD - C.T.H. "S"

38TH STREET

38TH STREET

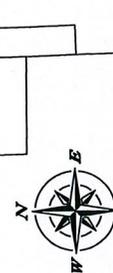
38TH STREET

INTERSTATE HIGHWAY "94"

INTERSTATE HIGHWAY "94"

INTERSTATE HIGHWAY "94"

INTERSTATE HIGHWAY "94"



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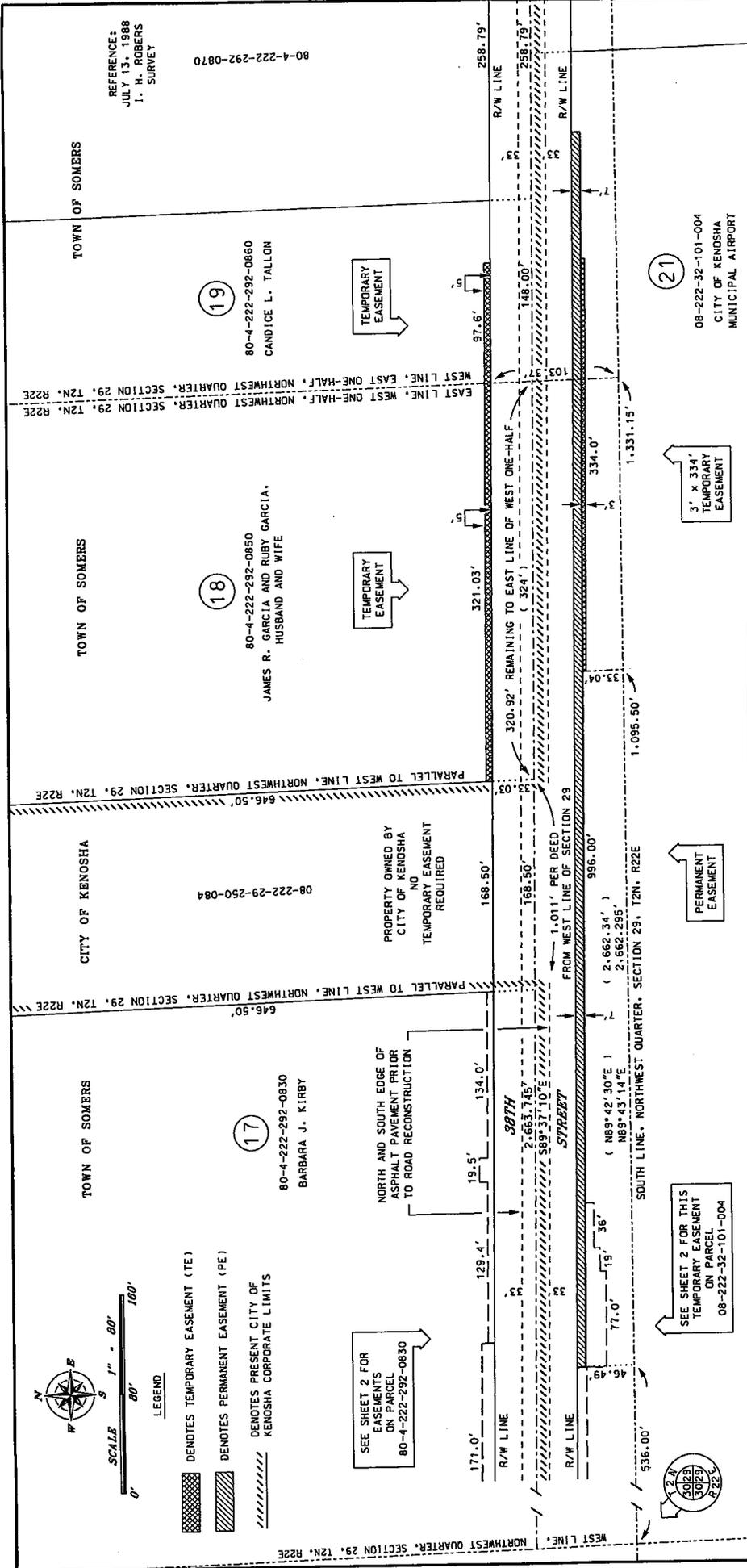
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CITY OF KENOSHA - DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION - TEL. 262-653-4050
625 52ND STREET - ROOM 302
KENOSHA, WI. 53140
DATE: DECEMBER 15, 2010 DRAWN BY: K. L. KANYUH
SHEET 1 OF 3

CITY OF KENOSHA PUBLIC WORKS - ENGINEERING PROJECT NUMBER 10-1025



SCHEDULE OF LANDS AND INTERESTS REQUIRED

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL AREA	RW AREA REQUIRED		TOTAL AREA REMAINING	PE AREA REQUIRED	TE AREA REQUIRED
					NEW	EXISTING			
16	2	COLEMAN TOOL & MFG. CORP., A WISCONSIN CORPORATION	TE	4.82 AC	---	---	4.82 AC	---	0.013 AC
17	2	BARBARA J. KIRBY	PE/TE	7.67 AC	---	---	7.67 AC	0.039 AC	0.041 AC
18	3	JAMES R. GARCIA AND RUBY GARCIA, HUSBAND AND WIFE	TE	5.60 AC	---	---	5.60 AC	---	0.037 AC
19	3	CANDICE L. TALLON	TE	1.97 AC	---	---	1.97 AC	---	0.011 AC
20	2	JEFFERY J. GROSS	TE	0.98 AC	---	---	0.98 AC	---	0.018 AC
21	2	CITY OF KENOSHA, A MUNICIPAL ORGANIZATION	PE/TE	774.62 AC	---	---	774.62 AC	0.160 AC	0.168 AC

NOTES FOR SCHEDULE OF LANDS AND INTERESTS REQUIRED:
 THE AREAS IN THE TOTAL AREA COLUMN MAY BE APPROXIMATE AND MAY BE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES.
 TOTAL AREA COLUMN DOES NOT INCLUDE PUBLIC R/W

RESOLUTION NO. _____

BY: MAYOR

TO EXTEND THE MORATORIUM ON THE ISSUANCE OF ZONING PERMITS, CONDITIONAL USE PERMITS, SITE PLAN REVIEW AND SIGN PERMITS FOR ANY OFF-PREMISE SIGN, TO PROVIDE THE DEVELOPMENT, PASSAGE AND IMPLEMENTATION OF REQUIREMENTS FOR OFF-PREMISE SIGNS

WHEREAS, the Common Council for the City of Kenosha imposed a moratorium on March 1, 2010, on the issuance of any Zoning Permit, Conditional Use Permit, Site Plan Approval Review or Sign Permit for any off-premise sign(s) for a period not to exceed six (6) months or until new ordinances and standards are adopted by the Common Council with regard to sign regulation; and,

WHEREAS, the Common Council for the City of Kenosha extended the moratorium on August 16, 2010 until the period ending December 13, 2010; and,

WHEREAS, the Common Council for the City of Kenosha extended the moratorium on December 6, 2010 until the period ending January 31, 2011; and,

WHEREAS, it was determined that the current City Code of General Ordinances and Zoning Ordinances do not deal adequately with the issue of off-premises signs; and,

WHEREAS, the Common Council has under consideration proposals to amend the current ordinances upon which the Common Council is to complete its investigation of the regulation by other communities in order to propose new ordinances and may not take final action prior to the expiration of the moratorium; and,

WHEREAS, officials of the City of Kenosha have met and may continue to meet with businesses who currently maintain signs for off premises advertising in order to further understand the needs of the community and the businesses serving the community.

NOW THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha does hereby extend the moratorium until April 30, 2011.

Adopted this _____ day of _____, 2011.

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

LEASE

By And Between

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

And

**CARTHAGE COLLEGE,
An Illinois Corporation,
2001 Alford Park Drive,
Kenosha, Wisconsin**

THIS LEASE is 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 **CARTHAGE COLLEGE**, a corporation duly organized and existing under the laws of the State of Illinois, having its principal office, at the time of Lease execution, at 2001 Alford Park Drive, Kenosha, Wisconsin 53140-1994, hereinafter referred to as **LESSEE**.

W I T N E S S E T H:

WHEREAS, the **LESSEE** desires to lease certain land from the **CITY** to construct certain parking, green space and perennial garden improvements; and,

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

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

ARTICLE 1 - PREMISES

1.1 LAND. The **CITY** leases to the **LESSEE** Lot 2 of Certified Survey Map No. 2660, recorded November 12, 2009, with the Kenosha County Register of Deeds as Document No. 1604311, excepting therefrom that portion of Lot 2 reserved by the **CITY** for use as a detention pond, hereafter referred to as the **PREMISES**. The legal description of the **PREMISES** is attached as Exhibit "A" and incorporated herein by reference. The leased **PREMISES** includes all easements, improvements,

rights and privileges and are subject to any restrictions, easements, encroachments, and any zoning and governmental regulations now or hereafter in effect, relating to, or affecting the leased **PREMISES**. The **CITY** grants the **LESSEE** the privilege of constructing a parking lot with a capacity of five hundred (500) vehicles including constructing fencing, lighting, paving, structures for security guards, structures for persons waiting for shuttle buses or vans, landscape islands, secured emergency access entrances, and any other improvements necessary or appropriate for the **LESSEE's** use of the **PREMISES** for providing parking for the **LESSEE's** employees, students and invitees, and related purposes. The **CITY** also grants to the **LESSEE** the privilege of constructing green space and a perennial garden on the **PREMISES**. All improvements constructed on the **PREMISES** by the **LESSEE**, or which are used by the **LESSEE** under the terms of this Lease shall be referred to as the **IMPROVEMENTS**.

1.2 CITY WARRANTIES AND REPRESENTATIONS. The **CITY** warrants and represents that it is the lawful owner of the **PREMISES** and has full authority to grant this Lease.

1.3 ZONING. The **LESSEE** acknowledges and understands that the **PREMISES** are currently zoned M-2 Heavy Manufacturing and that a parking facility is a permitted use in the M-2 zoning district. The **LESSEE** further acknowledges that the **PREMISES** may be subject to rezoning as part of the **CITY's** adoption of a master plan for Petzke Park. The **CITY** agrees not to initiate any zoning change which would adversely impact the installation of the **IMPROVEMENTS** by the **LESSEE** contemplated by this Lease.

1.4 ENVIRONMENTAL. On September 30, 2004, the **CITY** and Amsted Industries Incorporated entered into a Demolition and Remediation Agreement with ELM Investments, LLC, to perform certain Remediation of Pre-existing Pollution Conditions under Environmental Law on the MacWhyte Redevelopment Site of which the **PREMISES** is a part. The **LESSEE** acknowledges that the **LESSEE** has been provided a copy of the Demolition and Remediation Agreement. The **LESSEE** acknowledges that the **PREMISES** and the construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease are subject to the terms and conditions of the Demolition and Remediation Agreement.

1.5 TITLE. The **LESSEE** at its expense may obtain a title search and policy prior to entering into this Lease. Among the recorded easements affecting the **PREMISES**, the **LESSEE** acknowledges that the **PREMISES** are subject to a recorded Environmental Remediation Access Easement between the **CITY** and ELM Investments, LLC recorded with the Kenosha County Register of Deeds on September 30, 2004 as Document No. 1406381. The **LESSEE** acknowledges that the **LESSEE** has been provided a copy of the Environmental Remediation Access Easement. The **LESSEE** agrees that it must and hereby does, assume the obligations of the **CITY** thereunder as to the **PREMISES** and the LaCrosse practice field.

1.6 SURVEY. The **LESSEE** at its expense may obtain an ALTA survey or similar survey prior to entering into this Lease.

1.7 ACCEPTANCE. Upon execution of this Lease, the **LESSEE** shall be deemed to have accepted the **PREMISES** “as is” and suitable for the **LESSEE's** intended purposes, subject to the use limitations and obligations imposed on the **LESSEE** by this Lease.

1.8 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

ARTICLE 2 - TERM

2.1 TERM. The initial **TERM** of this Lease shall be for a period of twenty-five (25) years, commencing on February 1, 2011 and ending on January 31, 2036. The **LESSEE** shall have the option to renew and extend the initial **TERM** as provided in Article 2.2 unless otherwise modified by the written agreement of the parties.

2.2 OPTION TO RENEW AND EXTEND. The **LESSEE** shall have the option to renew and extend this Lease upon the terms and conditions stated in this Lease for three (3) additional and consecutive twenty-five (25) year terms. The **LESSEE** shall be deemed to have exercised the option to renew and extend this Lease unless the **LESSEE** delivers to the **CITY** a notice of non-renewal, stating that the **LESSEE** has elected not to renew and extend this Lease, at least six (6) months prior to the expiration of the initial **TERM** and at least six (6) months prior to the expiration of any renewal or

extended term of this Lease. Unless the **CITY** has received written notice of the **LESSEE's** election not to renew and extend this Lease as provided in this Article 2.2, this Lease shall be deemed to be renewed or extended and the term thereof renewed or extended for a period of twenty-five (25) years from the date of expiration of the initial **TERM** or from the date of expiration of the renewal or extended term without the execution of any further lease or instrument.

ARTICLE 3 - CONSIDERATION

3.1 CONSIDERATION. The **LESSEE** agrees to pay to the **CITY** for the use and occupancy of the **PREMISES** the sum of Three Hundred Thousand Dollars (\$300,000.00) payable as follows: One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid within thirty (30) days from the date of Common Council approval of this Lease and an additional One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid within one hundred eighty (180) days from the date of Common Council approval of this Lease.

3.2 ANNUAL SCHOLARSHIP DISTRIBUTION. As further consideration, the **LESSEE** shall distribute on or before September 1 of each year during the initial **TERM** of this Lease or any renewal or extension thereof, two (2) adult four (4) year tuition undergraduate scholarships and one (1) student four (4) year tuition undergraduate scholarship, all of which are subject to satisfactory degree progress and compliance with the Carthage Community Code. Room and board, books, and fees are not included in the tuition scholarships. The scholarships can be used only for credits to obtain an undergraduate degree from the **LESSEE** and cannot be used to obtain credits for any graduate or other degree. Each scholarship awarded pursuant to this Article 3.2 shall be awarded to City of Kenosha residents who meet the enrollment standards of the **LESSEE**, who meet the standards of the Federal Government for need-based scholarships, and who meet reasonable criteria established by the **CITY** from time to time for such scholarships. A schedule of the cumulative value of the scholarships, without an adjustment for inflation, is attached as Exhibit "B" and incorporated herein by reference. The **LESSEE** shall file an annual report with the Mayor of the **CITY** documenting compliance with the foregoing. The **LESSEE** agrees to meet upon request of the **CITY** to discuss in good faith how recipients for the

scholarships are chosen. In the event the parties are not satisfied with the standards and process in awarding scholarships, the President of the **LESSEE** will meet with the Mayor to discuss and establish a process for appointing an advisory committee to recommend standards for nominating the scholarship recipients described in this Article 3.2 in accordance with Federal and State standards.

3.3 LACROSSE FIELD.

3.3.1 As further consideration, during the **TERM** of this Lease and any renewal or extension thereof, the **LESSEE** shall construct and maintain at **LESSEE's** expense a regulation sized LaCrosse practice field without lighting at the location designated by the **CITY** as part of the **CITY's** adoption of a master plan for Petzke Park.

3.3.2 No work shall commence on the LaCrosse practice field until all necessary approvals have been received and all required permits from the **CITY** have been obtained. Construction of the LaCrosse practice field shall comply with Article 4.3 of this Lease, the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

3.3.3. In the event the **LESSEE** has not obtained all permits and approvals for the LaCrosse practice field and completed construction of the LaCrosse practice field within one (1) year from the date of Common Council approval of the master plan for Petzke Park, the **CITY** may complete construction and the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to complete construction of the LaCrosse practice field together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY's** written demand until paid. Notwithstanding the foregoing, the **LESSEE** shall be entitled to an additional period of time, not to exceed eighteen (18) months from the date of Common Council approval of the master plan for Petzke Park in order to complete construction of the LaCrosse practice field if the **LESSEE** is delayed in completing construction due to strikes, unavailability of materials, weather conditions, terrorism, or any other condition beyond the control of the **LESSEE**.

3.3.4. The **LESSEE's** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** to complete construction of the LaCrosse practice field together with interest at the rate of

eighteen percent (18%) per year as provided for in Article 3.3.3 shall be considered a material breach of this Lease thereby entitling the **CITY** to terminate this Lease pursuant to Article 20.

3.3.5 The **LESSEE** shall have the non-exclusive but primary use of the LaCrosse practice field. The **CITY** shall also have the non-exclusive use of the LaCrosse practice field for sports and recreational activities when the practice field is not in use by the **LESSEE**. In order to coordinate the use of the LaCrosse practice field by the **LESSEE** and the **CITY**, the **LESSEE** shall provide the **CITY** with a schedule indicating when the LaCrosse practice field will be in use by the **LESSEE**. The **LESSEE** agrees to provide the schedule to the **CITY** sufficiently in advance of the **LESSEE's** use of the field so as to avoid any conflicting use of the field by the **LESSEE** or the **CITY**.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. IMPROVEMENTS shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of structures, roads, utilities, landscaping, fencing, lighting, paving, parking areas, sidewalks, perennial gardens, green space areas, and site modifications on the **PREMISES**.

4.2 OBLIGATION TO CONSTRUCT IMPROVEMENTS. Within one (1) year from the date of Common Council approval of this Lease, the **LESSEE**, at its expense, shall design and construct a parking lot with a capacity of five hundred (500) vehicles including fencing, lighting, paving, gated entrances, structures for security guards, structures for persons waiting for shuttle buses or vans, landscape islands, secured emergency access entrances and any other **IMPROVEMENTS** necessary or appropriate for the **LESSEE's** use of the **PREMISES** contemplated by this Lease together with green space areas and perennial garden. Notwithstanding the foregoing, the **LESSEE** shall be entitled to an additional period of time, not to exceed eighteen (18) months from the date of Common Council approval of this Lease, in order to complete construction of the **IMPROVEMENTS** if the **LESSEE** is delayed in completing construction of the **IMPROVEMENTS** due to strikes, unavailability of material, weather conditions, terrorism, or any other condition beyond the control of the **LESSEE**.

4.3 ENVIRONMENTAL CONDITIONS AFFECTING PREMISES.

4.3.1 On September 30, 2004, the **CITY** and Amsted Industries Incorporated entered into a Demolition and Remediation Agreement with ELM Investments, LLC, to perform certain Remediation of Pre-existing Pollution Conditions under Environmental Law on the MacWhyte Redevelopment Site of which the **PREMISES** and the proposed LaCrosse practice field are a part. The **LESSEE** acknowledges that the **LESSEE** has been provided a copy of the Demolition and Remediation Agreement.

4.3.2 The **LESSEE** acknowledges that the term Baseline Remediation as defined in Paragraph 1 (c) of the Demolition and Remediation Agreement “shall not include the addition or construction of any structures or improvements to or on the Site nor shall it include any activities necessary for any uses not specifically set forth in Exhibit B.” To the extent that any of the **IMPROVEMENTS** and/or the LaCrosse practice field contemplated by this Lease constitute a use other than that which is embedded in the definition of Baseline Remediation i.e. an Alternative Site Use as defined in Paragraphs 1 (b) and 6 (b) of the Demolition and Remediation Agreement, the **LESSEE** shall pursuant to paragraph 6 (b) of the Demolition and Remediation Agreement:

- i.** obtain all necessary approvals from the Wisconsin Department of Natural Resources (“WDNR”) prior to construction;
- ii.** pay for any increased or additional costs associated with any Site Work, Demolition Work, or other activities associated with an Alternative Site Use and with any additional Remediation beyond Baseline Remediation; and
- iii.** adhere to any and all requirements regarding Site preparation, remediation, monitoring, and other restrictions, institutional or engineering controls, or prohibitions imposed by the WDNR in connection with such Alternate Site Use.

4.3.3 The **LESSEE** acknowledges that the WDNR has approved a Remediation Action Plan (“RAP”) for the MacWhyte Redevelopment Site of which the **PREMISES** and the proposed LaCrosse practice field are a part. The **LESSEE** acknowledges that the **LESSEE** has been provided a copy of the RAP. The **LESSEE** acknowledges that the RAP contains soil management requirements. The **LESSEE** agrees to strictly and diligently comply with the RAP. In the event the **LESSEE** violates

the RAP, the **LESSEE** shall, in writing, promptly notify the WDNR, the **CITY** and ELM Investments, LLC. The **LESSEE** shall be responsible at **LESSEE's** sole cost and expense for promptly performing any and all actions necessary to correct the violation and the effects thereof including but not limited to any response actions required by the WDNR.

4.3.4 Prior to the commencement of construction of any phase of the **IMPROVEMENTS** or the LaCrosse practice field contemplated by this Lease, the **LESSEE** shall provide to the **CITY** and ELM Investments, LLC, written notice and the plans and specifications detailing all land disturbing activities to be performed in connection with the construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease together with the name, address, phone number, email address and contact person of any consultant, contractor or subcontractor performing such work. No work shall commence until written approval of the plans and specifications from ELM Investments, LLC and the **CITY** is received. The **LESSEE** shall coordinate construction of the **IMPROVEMENTS** and the LaCrosse practice field with ELM Investments, LLC. The **LESSEE** at **LESSEE's** sole cost and expense shall comply with all requirements of ELM Investments, LLC, the WDNR and the **CITY** in connection with the construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease. The **LESSEE** shall pay the **CITY** for all costs and expenses incurred by the **CITY** for the services of ELM Investments, LLC and the WDNR rendered in connection with the **LESSEE's** construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease.

4.3.5 The **LESSEE** acknowledges that the disturbance of soil and/or subsurface areas of the **PREMISES** and the proposed LaCrosse practice field in connection with construction related activities such as excavation, installation of footings, utility lines, conduits or piping, final grading and landscaping (“Construction Activities”) will occur. The **LESSEE** acknowledges that in the course of performing the Construction Activities, Pollutants may be encountered in the soil or groundwater. The **LESSEE** at **LESSEE's** sole cost and expense shall be responsible for the handling, testing, removal, transport, treatment or disposal of any soil or groundwater which is excavated or removed during the

performance of the Construction Activities (“Holding Activities”) without regard to whether such soils or groundwater contains Pollutants as defined in the Demolition and Remediation Agreement.

4.3.6 The **LESSEE** shall be responsible for any and all costs for Remediation of the Pre-existing Pollution Conditions in excess of the cost of the Baseline Remediation of Pre-existing Pollution Conditions to the extent that any of the **IMPROVEMENTS** and/or the LaCrosse practice field contemplated by this Lease constitute an Alternative Site Use and have an impact on the cost of, or need for, Remediation of the Pre-existing Pollution Conditions as described in Paragraphs 7 (b) and 7 (c) of the Demolition and Remediation Agreement.

4.3.7 The **LESSEE** shall be responsible for any and all costs or expenses not to exceed Fifty Thousand Dollars (\$50,000.00) associated with New Pollution Conditions as described in Paragraphs 1 (o) and 8 of the Demolition and Remediation Agreement which are not caused by the **LESSEE**, its agents, contractors or subcontractors and which are discovered in connection with the **LESSEE's** construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease. The **LESSEE** acknowledges and agrees that the foregoing Fifty Thousand Dollars (\$50,000.00) limitation on New Pollution Conditions shall not apply to New Pollution Conditions caused by the **LESSEE** its agents, contractors or subcontractors in which case the **LESSEE** shall be responsible for any and all costs or expenses associated with New Pollution Conditions caused by the **LESSEE**, its agents, contractors or subcontractors.

4.3.8 The **LESSEE** shall defend and indemnify the **CITY** for any and all claims, costs or expenses of whatever kind or nature arising out of or in any way related to:

- i.** increased or additional costs associated with the **LESSEE's** Site Work, Demolition Work or other activities associated with an Alternative Site Use and with any additional Remediation beyond Baseline Remediation as described in the Demolition and Remediation Agreement;
- ii.** violation of the RAP by the **LESSEE** or its consultants, contractors and/or subcontractors;
- iii.** requirements imposed by the WDNR in connection with the construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease;

- iv. the Handling Activities;
- v. New Pollution Conditions caused by the **LESSEE**, its agents, contractors, or subcontractors;
- vi. claims asserted by any person caused by that person's access to the **PREMISES** and the LaCrosse practice field in connection with the **LESSEE's** construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease; and,
- vii. any willful or negligent acts or omissions of the **LESSEE**, its officers, agents, employees, consultants, contractors, or subcontractors at the **PREMISES** and the LaCrosse practice field in connection with the construction of the **IMPROVEMENTS** and the LaCrosse practice field contemplated by this Lease.

4.4. PLANS AND SPECIFICATIONS. No work shall commence on the **IMPROVEMENTS** until all necessary approvals have been received and all required permits from the **CITY** have been obtained. All **IMPROVEMENTS** shall comply with Article 4.3 of this Lease, the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.5 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any **IMPROVEMENTS** or the LaCrosse practice field, the **LESSEE** shall procure and submit proof of the following insurance coverages to the **CITY** Clerk/Treasurer:

a. Builder's All Risk Insurance, with the **CITY** named as an additional insured, in the amount of the full value of the **IMPROVEMENTS** and the LaCrosse practice field insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the **LESSEE** and the **CITY** from claims for death, personal injury or property damage arising during the course of construction of the **IMPROVEMENTS** and the LaCrosse practice field in accordance with the coverage requirements specified in this Lease.

4.6 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The **LESSEE** shall own, have and retain title to all **IMPROVEMENTS** the **LESSEE** places upon the **PREMISES**. Upon expiration or termination of this Lease, all **IMPROVEMENTS** shall remain upon the **PREMISES** unless the **CITY** at the **CITY's** option requires the **LESSEE** at the **LESSEE's** expense, to remove those **IMPROVEMENTS** from the **PREMISES** designated by the **CITY** within sixty (60) days of expiration or termination of this Lease and to restore

the **PREMISES** to original landscaping.

4.7 CONSTRUCTION LIENS. The **LESSEE**, in making **IMPROVEMENTS** upon the **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to the **PREMISES** without the prior, written consent of the **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the **PREMISES**. In order to void such liens, the **LESSEE** shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the **PREMISES**, the **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the **LESSEE** from financing the **IMPROVEMENTS** subject to a security lien on the **IMPROVEMENTS**. However, the **LESSEE** shall not permit any security lien to attach to the real estate upon which the **IMPROVEMENTS** are situated. Nothing contained herein shall preclude the **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted. The provisions of this Article 4.7 shall also apply to the construction and maintenance of the LaCrosse practice field referred to in this Lease.

4.8 UNAUTHORIZED IMPROVEMENTS. Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY**. Should the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY's** written demand until paid. The provisions of this Article 4.8 shall also apply to the LaCrosse practice field referred to in this Lease.

4.9 RISK OF LOSS. The **LESSEE** assumes the risk of loss or damage to all of the

construction work and the risk of loss or damage to all property of the **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the **CITY** without cost or expense to the **CITY**.

4.10 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The **LESSEE** shall require its contractors who construct the **IMPROVEMENTS** and the LaCrosse practice field to indemnify and hold harmless the **CITY**, and its officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the **LESSEE** involving the construction of the **IMPROVEMENTS** and the LaCrosse practice field by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the **CITY**, or any of its officers or employees.

4.11 INSPECTION. The **CITY** shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.12 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the **CITY** shall not be responsible to any of the foregoing for any payments due or

alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. Except as otherwise agreed, the **LESSEE** shall have the exclusive use of the parking lot between Labor Day and Memorial Day for **LESSEE's** employees, students and invitees, to park automobiles, motorcycles, motor trucks and bicycles as those terms are defined in Chapter 340, Wisconsin Statutes and related uses, provided, however, that said motor trucks are each of a gross weight less than 8,000 pounds. The **CITY** shall have the non-exclusive use of the parking lot other than between Labor Day and Memorial Day for special event parking at such times as may be agreed between the **CITY** and the **LESSEE** .

5.2 SECURITY. The **LESSEE** at the **LESSEE's** expense shall provide electronic controlled access for parking, video surveillance and manned security at such times and for such hours as are determined appropriate by the **LESSEE** at all times during the **LESSEE's** use of the parking lot. Emergency access to the parking lot shall be available to the **CITY** at all times.

5.3 CHANGE OF USE. Any use of the **PREMISES**, the **IMPROVEMENTS**, or the LaCrosse practice field other than as provided in this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the breach by the **LESSEE**, shall constitute a material breach of this Lease and subject this Lease to termination.

5.4 NON-USE. The parties acknowledge that the **LESSEE** may, at **LESSEE's** option, not use the parking lot from time to time between Memorial Day and Labor Day each year. During any such period of non-use, the **LESSEE** shall have the option of not providing electronic controlled access and manned security for the parking lot.

ARTICLE 6 CARE, MAINTENANCE AND REPAIR OF PREMISES, LAWN PARK AREAS AND LACROSSE PRACTICE FIELD

6.1 LESSEE's RESPONSIBILITIES. The **LESSEE**, at **LESSEE's** expense shall at all times be responsible for the care, maintenance and repair of the **PREMISES**, the lawn park areas east of

14th Avenue adjacent to the **PREMISES**, and the LaCrosse practice field, including all the **IMPROVEMENTS** thereon, whether preexisting or placed thereon by the **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The **LESSEE** at **LESSEE's** expense, shall at all times:

a. Keep the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field and the personal property thereon, in a clean, neat and sanitary condition.

b. Maintain the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field and perform all repair work in accordance with relevant federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

6.2 LESSEE's FAILURE TO MAINTAIN. In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field within sixty (60) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any demand for curative action, or in the event the **LESSEE**, upon commencement of curative action, fails to diligently continue to complete the curative action required by the **CITY**, the **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field without such entering causing or constituting a cancellation of this Lease or an interference with the **LESSEE's** possession, and care for, maintain or repair all or any part of the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to care for, maintain or repair the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY's** written demand for payment

until paid. The **LESSEE's** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** plus interest pursuant to this Article 6.2 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 20 of this Lease. Furthermore, should the **CITY** undertake any work hereunder, the **LESSEE** waives any claims for damages, consequential or otherwise, against the **CITY** as a result therefrom, except claims for damages arising from the **CITY's** negligence. The foregoing shall in no way affect or alter the continuing obligations of the **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon the **CITY** any obligations to care for, maintain or repair the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field.

ARTICLE 7 - ACCESS

The **LESSEE** agrees to and shall permit the **CITY** to send their representatives and employees onto the **PREMISES**, the lawn park areas east of 14th Avenue adjacent to the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field, for the purpose of an inspection thereof. In nonemergency situations, the **LESSEE** shall be provided with reasonable, advance notice of an inspection if the **LESSEE** is available to receive such notice.

ARTICLE 8 - GOVERNMENTAL REQUIREMENTS

8.1 LAWS, RULES, REGULATIONS AND ORDERS. The **LESSEE** agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

8.2 LICENSES, CERTIFICATES AND PERMITS. The **LESSEE** at **LESSEE's** expense shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field or over the **LESSEE'S** operations at the **PREMISES** or the LaCrosse practice field.

8.3 TAXES AND FEES. The **LESSEE** shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including real estate and personal property taxes, from which it is not exempt under State law or **CITY** ordinances, which may be assessed, levied, exacted or imposed on the **PREMISES** or the **LESSEE'S** operation hereunder, and shall make all applications, reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

ARTICLE 9 – UTILITIES

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** and the LaCrosse practice field, including, but not limited to, the electric service for the parking lot and related **IMPROVEMENTS**. The **LESSEE** shall cause the installation of utility meters for utility services used by the **LESSEE**. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to and within the **PREMISES** and the LaCrosse practice field.

ARTICLE 10 - SIGNS

The **LESSEE**, at no charge, shall permit the **CITY** to place such signs on the **PREMISES** as the **CITY** shall deem appropriate, at the **CITY** 's cost and expense, but under no conditions shall said signs be attached to any building or structure of the **LESSEE**, without the **LESSEE's** advance, written permission. The **LESSEE** shall not place or erect any signs on or about the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field without the prior written approval of the [City Director of City Development](#) **CITY** in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 11 - SANITATION

The **LESSEE** will provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. The **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the **PREMISES** or the LaCrosse practice field.

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The **LESSEE** is responsible, at its expense, for contracting for domestic garbage pickup and disposal services.

ARTICLE 12 - SNOW REMOVAL

The **LESSEE** at its expense shall be responsible for removal of snow from the **PREMISES** and the sidewalk on the east side of 14th Avenue from 31st Street to 24th Street as soon as practicable after a snow fall or after drifting snow. Snow removal shall be done in a good and workmanlike manner in order to make the **PREMISES** and the sidewalk as safe as the nature of the **PREMISES** would reasonably permit.

ARTICLE 13 - QUIET ENJOYMENT

The **CITY** covenants and agrees, so long as the **LESSEE** shall duly and punctually perform and observe all the terms and conditions of this Lease, that the **LESSEE** shall peaceably and quietly have, hold and enjoy the **PREMISES**, subject to the right of the **CITY** to use and inspect the **PREMISES**, and to exercise any other rights provided and reserved to the **CITY** pursuant to this Lease.

ARTICLE 14 - RIGHTS OF ENTRY RESERVED

The **CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at **LESSEE's** expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the **CITY**, be necessary or advisable, provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field, by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field.

ARTICLE 15 - INTERRUPTION IN USE OR ENJOYMENT

The **CITY** shall not be liable to the **LESSEE** for money damages arising out of any interruption in the **LESSEE's** use or enjoyment of the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field by reason of any damage thereto, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, the **CITY** shall be liable only for the costs of repair or reconstruction.

ARTICLE 16 - NATURAL DISASTER

The **LESSEE's** obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field resulting from any natural disaster.

ARTICLE 17 - INSURANCE

The **LESSEE** shall procure and maintain, during the **TERM** of this Lease and any renewals or extensions thereof, insurance policies, hereinafter specified. Said policies must be issued by an insurance company or companies licensed to do business in the State of Wisconsin. . The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of the **CITY** as an "additional insured", and proof of payment of all premiums to the **CITY** for approval. At lease thirty (30) days before the expiration date of any insurance policy required by this Article 17, the **LESSEE** shall deliver to the City Clerk/Treasurer a copy of the renewal policy. Within thirty (30) days after the premium on any insurance policy becomes due and payable the **LESSEE** shall provide satisfactory evidence of its payment to the City Clerk/Treasurer. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, the **CITY** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the **TERM** of this Lease or any renewals or extensions thereof. The **CITY**

reserves the right to reasonably increase the minimum liability insurance requirements set forth herein upon furnishing sixty (60) days advance, written notice to the **LESSEE**, and the **LESSEE** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease. Should the **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, the **CITY** may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease. The failure of the **LESSEE** to take out and/or maintain the required insurance shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements shall not be construed to conflict with the obligations of the **LESSEE** in Article 18.

The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease or any renewal or extension thereof:

- A. Commercial General Liability
\$5,000,000.00 Each Occurrence
\$5,000,000.00 General Aggregate

- B. Automobile Liability (any auto)
\$1,000,000.00 Bodily Injury (per person)
\$3,000,000.00 Bodily Injury (per accident)
\$ 500,000.00 Property Damage (per accident)

OR

\$3,000,000.00 Combined Single Limit (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
\$5,000,000.00 Each Occurrence
\$5,000,000.00 Aggregate

ARTICLE 18 - INDEMNITY AND HOLD HARMLESS

18.1 The **LESSEE** shall indemnify and hold harmless the **CITY** and its officers,

employees and agents from and against any and all claims, liability, losses, damages, costs, judgments, settlements, expenses and attorneys fees incurred or sustained by any of them as a result of: (1) any act, omission or negligence of the **LESSEE**, its officers, employees, contractors, subcontractors, agents, representatives, guests, invitees, students, and permitted users occurring on the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field; (2) any operations, works, acts or omissions on the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field by the **LESSEE**, its officers, employees, contractors, agents or representatives; (3) the **LESSEE's** failure to perform or observe any of the terms, covenants and conditions of this Lease; or (4) any conditions of the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field or any improvements thereon for which the **LESSEE** is responsible pursuant to the terms of this Lease by reason of which any person suffers personal injury, death, or property loss or damage.

18.2 Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify and hold the **CITY** and others harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY**. It is specifically agreed, however, that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY**, or its officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and amount of damages. This provision shall survive the Lease expiration or termination to the extent necessary to effectuate its purpose.

18.3 The **CITY** shall indemnify and hold harmless the **LESSEE** and its officers, employees, and agents from and against any and all claims, liability, losses, damages, costs, judgments, settlements, expenses and attorneys fees incurred or sustained by any of them as a result of any act, omission or negligence of the **CITY**, its officers, employees, contractors, subcontractors, agents or representatives, or the **CITY's** failure to perform or observe any of the terms, covenants and conditions of

this Lease.

18.4 Absent written notification by the **CITY** to the **LESSEE** that upon inspection by the **CITY** the **LESSEE** has failed to perform or observe any of the terms, covenants and conditions of this Lease with respect to the LaCrosse practice field as provided in this Lease, the **CITY** shall indemnify and hold harmless the **LESSEE** and its officers, employees and agents from and against any and all claims, liability, losses, damages, costs, judgments, settlements, expenses and attorneys fees incurred or sustained by any of them as a result of any act, omission or negligence of any person authorized or permitted to use the LaCrosse practice field by the **CITY**, other than the **LESSEE** and persons authorized or permitted by the **LESSEE** to use the LaCrosse practice field, by reason of which any such person suffers personal injury, death or property loss or damage.

18.5 Absent written notification by the **CITY** to the **LESSEE** that upon inspection by the **CITY** the **LESSEE** has failed to perform or observe any of the terms, covenants and conditions of this Lease with respect to the parking lot as provided in this Lease, the **CITY** shall indemnify and hold harmless the **LESSEE** and its officers, employees and agents from and against any and all claims, liability, losses, damages, costs, judgments, settlements, expenses and attorneys fees incurred or sustained by any of them as a result of any act, omission or negligence of any person authorized or permitted to use the parking lot by the **CITY** for special event parking as agreed to by the **LESSEE** pursuant to this Lease, other than the **LESSEE** and persons authorized or permitted by the **LESSEE** to use the parking lot, by reason of which any such person suffers personal injury, death or property loss or damage.

ARTICLE 19 - ASSIGNMENT/SUBLEASE

With the prior, written approval of the **CITY** Common Council, following recommendation by the City Plan Commission and Board of Park Commissioners, the **LESSEE** may assign or sublease all or a portion of this Lease to a successor in title to Carthage College if such successor is an educational institution engaged in the use of the **PREMISES** as authorized by this Lease. No other assignment or sublease is permitted without the prior written consent of the **CITY**. An unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease

shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

ARTICLE 20 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 20, the **LESSEE** shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 20, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE's** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and the LaCrosse practice field and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** may remove its personal property upon the condition that the **LESSEE** shall be responsible for any damage to the **PREMISES** or the LaCrosse practice field occurring in the course of such removal. The **CITY** shall

be entitled to collect from the **LESSEE** all attorneys fees and expenses incurred by the **CITY** in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the **CITY**.

ARTICLE 21 - REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

Should the **LESSEE** cease to exist or terminate its operations, or discontinue use of the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field for one (1) year, excluding any period of construction, remodeling or reconstruction, this Lease shall be subject to termination by the **CITY**, absent a duly authorized and approved assignment or release of this provision by the **CITY**. Upon reversion of the **PREMISES**, the **IMPROVEMENTS** and LaCrosse practice field to the **CITY**, the **PREMISES**, the **IMPROVEMENTS** and Lacrosse practice field shall automatically become park land, under control of the **CITY** Board of Park Commissioners, without further action of the Common Council.

ARTICLE 22 - EFFECT OF BANKRUPTCY OR INSOLVENCY

22.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

22.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 22.1, the **LESSEE** agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the **LESSEE** and if against the **LESSEE**, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the **LESSEE** is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the **LESSEE** is a party, with authority to take possession or control of the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field of the business conducted thereon by the **LESSEE**, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding

Article 22.1 shall be deemed to constitute a breach of this Lease by the **LESSEE** and shall, at the election of the **CITY**, but not otherwise, without notice or entry or other action of the **CITY** terminate this Lease and also all rights of the **LESSEE** under this Lease in and to the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field and also all rights of any and all persons and parties claiming under the **LESSEE**.

ARTICLE 23 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 24 - NONDISCRIMINATION

The **LESSEE** agrees that no person shall be subjected to discrimination in the use of the **PREMISES**, the **IMPROVEMENTS** or the LaCrosse practice field contrary to federal, state or local law, rule or regulation.

ARTICLE 25 - CONTRACTORS

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the improvement, repair and maintenance of the **PREMISES**, the **IMPROVEMENTS** and the LaCrosse practice field.

ARTICLE 26 - BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 27 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 28 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant,

condition, or provision herein contained so long as such deletion does not materially prejudice the **CITY** or the **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

ARTICLE 29 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 30 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **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 **LESSEE**:

F. Gregory Campbell
President
Carthage College
2001 Alford Drive
Kenosha, Wisconsin 53140-1994

and:

William R. Abt
Vice President for Administration and Business
Carthage College
2001 Alford Drive
Kenosha, Wisconsin 53140-1994

If to **CITY**:

City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

Director of Public Works
City of Kenosha Municipal Building
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

Superintendent of Parks
City of Kenosha Parks Division
3617 65th Street
Kenosha, WI 53142

ARTICLE 31 - AUTHORITY

The **CITY** enters into this Lease by authorization of action taken by the Common Council on the ___ day of _____, 2011.

The **LESSEE** enters into this Lease by authority of its Articles of Incorporation and ByLaws and represents to the **CITY** that all acts which are a condition precedent to its entering into this Lease have timely taken place.

SIGNATURE PAGES FOLLOW

CARTHAGE COLLEGE,
An Illinois Corporation

BY: _____
F. GREGORY CAMPBELL, President

Date: _____

BY: _____
WILLIAM R. ABT
Vice President for Administration
and Business

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, **F. GREGORY CAMPBELL, President,** and **WILLIAM R. ABT, Vice President for Administration and Business,** of **CARTHAGE COLLEGE,** an Illinois Corporation, to me known to be such President and Vice President of said corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

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

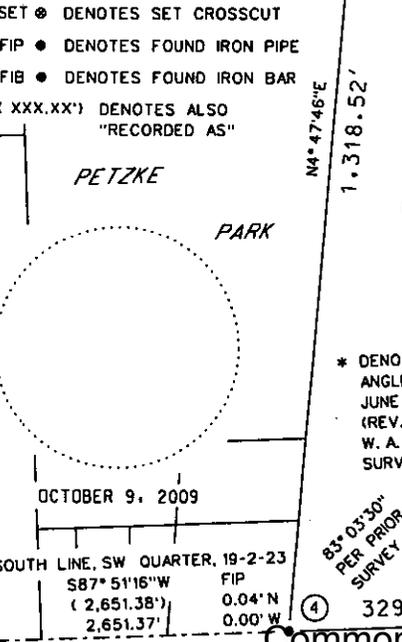
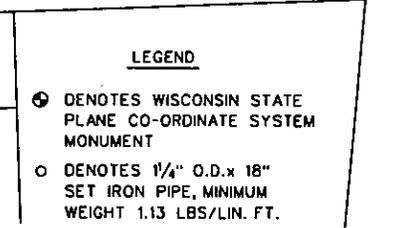
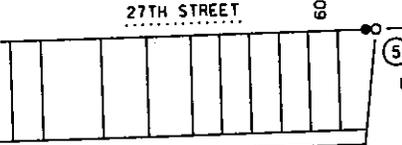
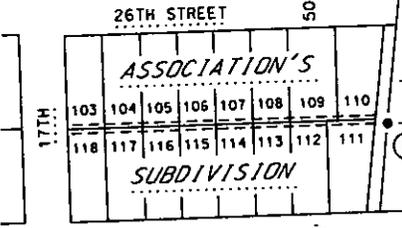
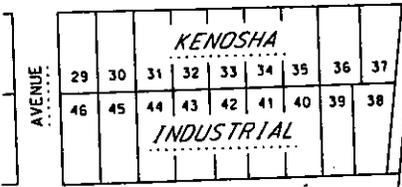
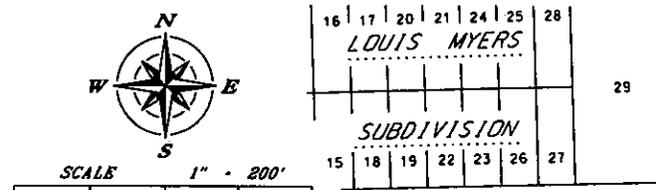
Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

CERTIFIED SURVEY MAP

No. 2660



SCALE 1" = 200'



LOT 1
593.897 SQ. FT.
13.634 ACRES

LOT 2
445.681 SQ. FT.
10.231 ACRES

- LEGEND**
- ⊕ DENOTES WISCONSIN STATE PLANE CO-ORDINATE SYSTEM MONUMENT
 - DENOTES 1/4" O.D. x 18" SET IRON PIPE, MINIMUM WEIGHT 1.13 LBS/LIN. FT.
 - SET ⊙ DENOTES SET CROSSCUT
 - FIP ● DENOTES FOUND IRON PIPE
 - FIB ● DENOTES FOUND IRON BAR
 - (XXX.XX') DENOTES ALSO "RECORDED AS"

PETZKE PARK

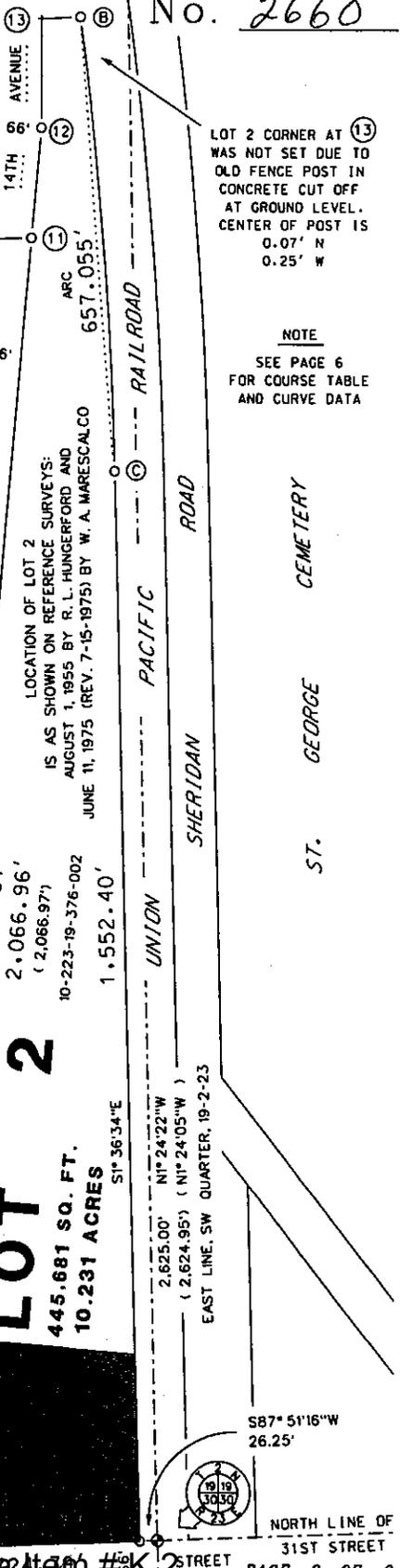
* DENOTES MEASURED ANGLE PER JUNE 11, 1975 (REV.) JULY 15, 1975 W. A. MARESCALCO SURVEY

OCTOBER 9, 2009

SOUTH LINE, SW QUARTER, 19-2-23
S87° 51'16"W FIP
(2,651.38') 0.04' N
2,651.37' 0.00' W

85° 03' 30" PER PRIOR SURVEY *

Common Council Agenda Item #K.2.



LOT 2 CORNER AT (13) WAS NOT SET DUE TO OLD FENCE POST IN CONCRETE CUT OFF AT GROUND LEVEL. CENTER OF POST IS 0.07' N 0.25' W

NOTE
SEE PAGE 6 FOR CURVE TABLE AND CURVE DATA

LOCATION OF LOT 2 IS AS SHOWN ON REFERENCE SURVEYS: AUGUST 1, 1955 BY R. L. HUNGERFORD AND JUNE 11, 1975 (REV. 7-15-1975) BY W. A. MARESCALCO

PACIFIC RAILROAD
SHERIDAN ROAD
UNION STREET
GEORGE STREET
CEMETERY

EAST LINE, SW QUARTER, 19-2-23

S87° 51'16"W 26.25'

NORTH LINE OF 31ST STREET
PAGE 2 OF 6

The City of Kenosha, Wisconsin, a Municipal Body Corporate
To
Carthage College, an Illinois Corporation
Lease
Kenosha County Tax Parcel Number:
10-223-19-376-012

Lot 2 of Certified Survey Map No. 2660, recorded January 12, 2009 with the Kenosha County Register of Deeds Office as Document No. 1604311, and being part of the Southwest Quarter of Section 19, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, in the County of Kenosha and State of Wisconsin.

EXCEPTING therefrom that portion of Lot 2, reserved by the City of Kenosha, Wisconsin for use as a detention pond, and being described as follows: Commencing at the southeast corner of said Quarter Section; thence South 87°51'16" West, along the south line of said Quarter Section, 26.25 feet to the southeast corner of said Lot 2 and the point of beginning; thence South 87°51'16" West, 329.00 feet along the south line of said Lot 2; thence North 4°47'46" East, to a point on the easterly line of said Lot 2 that is 312.71 feet from the southwest corner of said Lot 2; thence South 85°12'13" East, 295.94 feet to a point on the easterly line of said Lot 2; thence South 1°36'34" East, 274.66 feet to the point of beginning.

Carriage

Proposed—Kenosha Scholarship, Off-campus Parking

Tuition Pricing (year 2014)

\$31,300

<u>Year</u>	<u>Number of Active Scholarships</u>	<u>Value of Active Scholarships Based on Current Tuition Rate</u>	<u>Cumulative Value of Scholarships</u>
2011	3	\$93,900	\$93,900
2012	6	\$187,800	\$281,700
2013	9	\$281,700	\$563,400
2014	12	\$375,600	\$939,000
2015	12	\$375,600	\$1,314,600
2016	12	\$375,600	\$1,690,200
2017	12	\$375,600	\$2,065,800
2018	12	\$375,600	\$2,441,400
2019	12	\$375,600	\$2,817,000
2020	12	\$375,600	\$3,192,600
2021	12	\$375,600	\$3,568,200
2022	12	\$375,600	\$3,943,800
2023	12	\$375,600	\$4,319,400
2024	12	\$375,600	\$4,695,000
2025	12	\$375,600	\$5,070,600
2026	12	\$375,600	\$5,446,200
2027	12	\$375,600	\$5,821,800
2028	12	\$375,600	\$6,197,400
2029	12	\$375,600	\$6,573,000
2030	12	\$375,600	\$6,948,600
2031	12	\$375,600	\$7,324,200
2032	12	\$375,600	\$7,699,800
2033	12	\$375,600	\$8,075,400
2034	12	\$375,600	\$8,451,000
2035	12	\$375,600	\$8,826,600

SECOND AMENDMENT TO HOME PROGRAM AGREEMENT

BY AND BETWEEN

CITY OF KENOSHA, WISCONSIN
a Wisconsin municipality

AND

TARANTINO & COMPANY, LLC,
a Limited Liability Company

Dated August 26, 2010

WHEREAS, on August 26, 2010, **CITY OF KENOSHA (“CITY”)** and **TARANTINO & COMPANY, LLC (“TARANTINO”)** entered into an Agreement (“Agreement”) regarding the finding and development of a sixty (60) unit Senior Residential Care Apartment Complex to be located at the southeast corner of Sheridan Road and 35th Street in the City of Kenosha (“Project”) and which Agreement was previously amended pursuant to an Amendment to Home Program Agreement between **CITY** and **TARANTINO** dated on or about November 2, 2010;

WHEREAS, **TARANTINO** has assigned its rights, obligations and liabilities in the Agreement to St. Catherine Commons II, LLC (“**ST. CATHERINE**”) pursuant to an Assignment of Home Program Agreement dated and accepted December 21, 2010 a copy of which is attached hereto as Exhibit A;

WHEREAS, TCF Investments Management, Inc. (“**LENDER**”) has agreed to act as the primary lender for the Project and requires that the **CITY** subordinate the **CITY’S** Mortgage Note, the Agreement, the Mortgage and any guaranty with respect to the Project indebtedness of **ST. CATHERINE** to the **CITY** to all indebtedness, obligations and liability of **ST. CATHERINE** to the **LENDER** as provided in a Subordination Agreement attached hereto as Exhibit B (the “Subordination Agreement”) and a Real Estate Mortgage Subordination Agreement attached hereto as Exhibit C (the “Real Estate Subordination”);

WHEREAS, **ST. CATHERINE** has agreed that it shall be a single-purpose entity and that it shall not own or hold any real estate or other property other than as relates to the Project and the improvements and operations to be conducted thereon;

WHEREAS, **TARANTINO** has agreed to secure the **CITY’S** reimbursement right pursuant to Section 2 of the Agreement by executing the Reimbursement Agreement attached as Exhibit D.

WHEREAS, the **CITY** agrees to the assignment of the Agreement from **TARANTINO** to **ST. CATHERINE**.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the undersigned as follows:

1. **Assignment.** The parties do hereby approve the assignment of the Agreement from **TARANTINO** to **ST. CATHERINE**.
2. **Subordination.** The **CITY** does hereby approve the Subordination Agreement and Real Estate Subordination and hereby authorize the appropriate **CITY** officials to execute the same and further authorizes that similar language to the following language be inserted into the **CITY'S** Note and Mortgage, respectively:

Payment of the indebtedness evidenced by this instrument or document and the rights of the holder hereof are subordinated and subject to the rights of TCF Investments Management, Inc. ("TCF") to the extent provided in a Subordination Agreement dated as of __, 2011 from the Lender to TCF.

This Mortgage is subordinate to the rights of TCF Investments Management, Inc. ("TCF") to the extent provided in a Real Estate Mortgage Subordination Agreement dated as of , 2011 from the Mortgagee to TCF.

The above approval of the Subordination Agreement and Real Estate Subordination shall extend to any successor refinance lender to the TCF indebtedness so that the appropriate **CITY** officials are authorized to execute similar subordination documents for any successor refinance lender to TCF indebtedness without the need to obtain further approval.

3. **Single Purpose Entity.** **ST. CATHERINE** agrees that it shall operate **ST. CATHERINE** as a single purpose entity and that no other real estate or personal property shall be held within **ST. CATHERINE** other than as relates to the **PROJECT** and the real estate, improvements and operations to be conducted thereon and further that **ST. CATHERINE** agrees that is shall not utilize its real estate to mortgage or otherwise collateralize any indebtedness other than indebtedness of **ST. CATHERINE** and that any further mortgage indebtedness of **ST. CATHERINE** during such period as the Mortgage Note is outstanding shall require the consent of the **CITY**.
4. **Reimbursement.** The **CITY** does hereby approve the Reimbursement Agreement and hereby authorizes the appropriate **CITY** officials to execute the same.
5. **Amendment.** This Agreement cannot be amended, changed, altered or modified except in a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date of notarization below written.

CITY OF KENOSHA

By: _____
KEITH G. BOSMAN, Mayor

By: _____
MICHAEL K. HIGGINS
Clerk/Treasurer/Assessor

STATE OF WISCONSIN)
 : ss
COUNTY OF KENOSHA)

Personally came before me this ___ day of January, 2011, KEITH G. BOSMAN, Mayor, and MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor for the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

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

TARANTINO & COMPANY, LLC

By: _____
JAMES TARANTINO, Sole Owner

ST. CATHERINE COMMONS II, LLC
By Capri Kenosha, LLC its Managing Member

By: _____
JAMES TARANTINO, Sole Owner

STATE OF WISCONSIN)
 : ss
COUNTY OF KENOSHA)

Personally came before me this __ day of January, 2011, JAMES TARANTINO, Sole Owner of TARANTINO & COMPANY, LLC and CAPRI KENOSHA, LLC, each a Wisconsin limited liability company, to me known to be such person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Notary Public, Waukesha County, WI
My Commission/expires: _____

Drafted by:
Attorney Philip J. Remmers
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
(262) 542.4278
(262) 542.4270 Fax
pjr@cmhlaw.com

ASSIGNMENT OF HOME PROGRAM AGREEMENT

FOR VALUE RECEIVED, TARANTINO & COMPANY, LLC ("Assignor"), does hereby assign, set over and transfer irrevocably unto ST. CATHERINE COMMONS II LLC ("Assignee"), all of its right, title and interest in and to that certain HOME PROGRAM AGREEMENT dated the 26th of August, 2010, by and between Assignor as Owner and the CITY OF KENOSHA as City, to provide a loan of up to a maximum of \$450,000 for the construction of a sixty (60) unit Residential Care Apartment Complex ("Casa del Mare") to be located on the vacant parcel at the southeast corner of Sheridan Road and 35th Street in the City of Kenosha, Kenosha County, State of Wisconsin.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the 01 day of December, 2010.

TARANTINO & COMPANY, LLC



James Tarantino, Member

ACCEPTANCE OF ASSIGNMENT

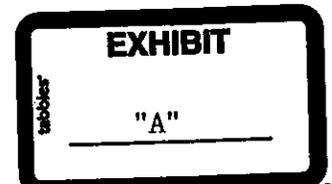
The undersigned Assignee hereby accepts the foregoing Assignment and agrees to assume the obligations and liabilities of TARANTINO & COMPANY LLC arising under the HOME PROGRAM AGREEMENT in accordance therewith.

IN WITNESS WHEREOF, Assignee has caused this Acceptance of Assignment to be executed as of the 01 day of December, 2010.

ST CATHERINE COMMONS II LLC



James Tarantino, Member



SUBORDINATION AGREEMENT

ST. CATHERINE COMMONS II, LLC, a Wisconsin limited liability company (the "Company"), is or may become indebted to the CITY OF KENOSHA, a municipal corporation of the State of Wisconsin (the "Creditor"). To induce TCF INVESTMENTS MANAGEMENT, INC. (the "Lender") to purchase the Bonds (as defined in the Indenture referred to below) and at any time to extend or continue credit or any other financial accommodation to the Company, the Company and the Creditor agree with the Lender as follows:

1. Definitions.

(a) "Covenant Agreement" means that certain Covenant Agreement dated as of December ___, 2010 between the Company and the Lender, as amended, revised, supplemented or restated from time to time.

(b) "Enforcement Action" shall mean (a) to demand, sue for, take or receive from or on behalf of the Company or any guarantor of the Subordinated Debt, by setoff or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by the Company or any such guarantor with respect to the Subordinated Debt, (b) to initiate or participate with others in any suit, action or proceeding against the Company or any such guarantor to (i) enforce payment of or to collect the whole or any part of the Subordinated Debt or (ii) commence judicial enforcement of any of the rights and remedies under the Subordinated Debt Documents or any other document, instrument or agreement evidencing or securing the Subordinated Debt or applicable law with respect to the Subordinated Debt, (c) to exercise any put option or to cause the Company or any such guarantor to honor any redemption or mandatory prepayment obligation under the Subordinated Debt Documents or any other document, instrument or agreement evidencing or securing the Subordinated Debt or (d) to take any action to realize upon any collateral pledged pursuant to the Mortgage or any other document, instrument or agreement securing the Subordinated Debt or to exercise any other right or remedy with respect to the collateral securing the Subordinated Debt.

(c) "Home Program Agreement" means that certain Home Program Agreement dated as of August 26, 2010 between the Creditor and the Company (as assignee of Tarantino & Company, LLC), as amended by an Amendment to Home Program Agreement dated _____, 2010.

(d) "Indenture" means that certain Trust Indenture and Project Contract dated as of December 1, 2010 among the Company, the Lender, the City of Kenosha Housing Authority and TCF National Bank.

(e) "Mortgage" means that certain Mortgage dated as of _____, 2010 from the Company to the Creditor.

(f) "Mortgage Note" means that certain Mortgage Note dated _____, 2010 in the principal amount of \$450,000 issued by the Company and payable to the order of the Creditor.

(g) "Subordinated Debt" means all indebtedness of the Company to the Creditor arising under or with respect to the Subordinated Debt Documents and all other documents, instruments and agreements relating thereto, whether direct or indirect, absolute or

EXHIBIT

B

contingent, due or to become due, now existing or hereafter arising, and whether created directly or acquired by assignment or otherwise.

(h) "Subordinated Debt Documents" shall mean the Mortgage Note, the Home Program Agreement, the Mortgage, any guaranty with respect to the Junior Debt and all other documents and instruments at any time evidencing or pertaining to all or any portion of the Subordinated Debt.

(i) "Superior Debt" means all indebtedness, obligations and liabilities of the Company to the Lender, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and whether created directly or acquired by assignment or otherwise, including, without limitation, all indebtedness, obligations and liabilities of the Company to the Lender arising under the Indenture, the Note (as defined in the Indenture), the Covenant Agreement and the other Operative Documents (as defined in the Covenant Agreement).

2. Subordination. The Creditor postpones and subordinates to the extent and in the manner provided in this Agreement all Subordinated Debt to the payment of all Superior Debt. If the Company issues or has issued any instrument or document evidencing Subordinated Debt, the Creditor shall insure that each such instrument or document bears the following legend:

Payment of the indebtedness evidenced by this instrument or document and the rights of the holder hereof are subordinated and subject to the rights of TCF Investments Management, Inc. to the extent provided in a Subordination Agreement dated as of December __, 2010 from the payee to said lender.

The Company's and the Creditor's books shall be marked to evidence subordination of all Subordinated Debt to the Lender. The Lender is authorized to examine such books from time to time and to make any notations required by this Agreement. All instruments and documents evidencing Subordinated Debt shall, upon request, be delivered to the Lender properly assigned or endorsed to the Lender. Nothing contained in this Agreement shall affect the validity of Subordinated Debt.

The Creditor hereby covenants and agrees that the existing and hereafter acquired liens and security interests of the Lender in the real and personal property of the Company shall be senior, regardless of the time or method of perfection, to all existing and hereafter acquired liens and security interests of the Creditor (or any agent therefor) in the real and personal property of the Company securing all or any portion of the Subordinated Debt. The Creditor hereby agrees to execute and deliver such mortgage subordination agreements and security interest subordination agreements that Lender may reasonably require to evidence such subordination of the collateral securing the Subordinated Debt.

3. Payments on Subordinated Debt.

(a) Limitations. Until all Superior Debt is paid in full and the obligation of Lender to purchase Bonds is terminated: (i) the Company shall not, directly or indirectly, make any payments on account of or grant a security interest in, mortgage (other than the lien of the Mortgage), assign, or transfer, any properties to secure or satisfy any part of Subordinated Debt; (ii) the Creditor shall not take any Enforcement Action with respect to the Subordinated Debt or any collateral securing the Subordinated Debt or demand, accept or retain from the Company or any other person any such payment or collateral (other than the Mortgage) or cancel, set off or

otherwise discharge any part of Subordinated Debt; and (iii) neither the Company nor the Creditor shall otherwise take or permit any action prejudicial to or inconsistent with the Lender's priority position over the Creditor created by this Agreement.

Notwithstanding the foregoing, so long as there is no Default or Event of Default under the Covenant Agreement, the Indenture or any other instrument or agreement evidencing or securing Superior Debt, (i) from and after January 1, 2013 the Company may make and the Creditor may accept payments on Subordinated Debt consisting of regularly scheduled payments of interest as set forth in the Mortgage Note (provided that such schedule may not be revised or accelerated without the prior written consent of the Lender) and (ii) from and after January 1, 2016, the Company may make and the Creditor may accept payments on Subordinated Debt consisting of regularly scheduled payment of principal and interest as set forth in the Mortgage Note (provided that such schedule may not be revised or accelerated without the prior written consent of the Lender).

(b) Payments Received. If any payment on account of or any collateral for any part of Subordinated Debt is received by the Creditor (other than as permitted in the foregoing paragraph), such payment or collateral shall be delivered forthwith to the Lender by the Creditor for application to Superior Debt, in the form received except for the addition of any endorsement or assignment necessary to effect transfer of all rights therein to the Lender. The Lender is irrevocably authorized to supply any required endorsement or assignment which may have been omitted. Until so delivered any such payment or collateral shall be held by the recipient in trust for the Lender and shall not be commingled with other fund or property of the recipient.

4. Amendments, Collection of Subordinated Debt, Bankruptcy, Etc. Until all Superior Debt is paid in full and the obligation of the Lender to purchase Bonds has been terminated, the Creditor shall not, without the prior written consent of the Lender, (a) agree to any amendment, modification or supplement to the Subordinated Debt Documents or any other document, instrument or agreement evidencing or securing the Subordinated Debt, the effect of which is to (i) increase the maximum principal amount of the Subordinated Debt or rate of interest on any of the Subordinated Debt, (ii) change the dates upon which payments of principal or interest on the Subordinated Debt are due, (iii) change or add any event of default or any covenant with respect to the Subordinated Debt, (iv) change any redemption or prepayment provisions of the Subordinated Debt, (v) alter the subordination provisions with respect to the Subordinated Debt, including, without limitation, subordinating the Subordinated Debt to any other debt, (vi) change the maturity date of any of the Subordinated Debt or otherwise to alter the repayment terms of the Subordinated Debt, or (vii) change or amend any other term of the Subordinated Debt Documents or any other document, instrument or agreement evidencing or securing the Subordinated Debt if such change or amendment would result in an Event of Default under the Covenant Agreement, increase the obligations of the Company or any guarantor of the Subordinated Debt or confer additional material rights on the Creditor or any other holder of the Subordinated Debt in a manner adverse to the Company, any such guarantor or the Lender or (b) accelerate the maturity of Subordinated Debt, initiate or join with any other creditor of the Company in initiating any proceedings, voluntary or involuntary, for the collection of Subordinated Debt or for the distribution, division or application of all or part of the assets of the Company or the proceeds thereof, whether such proceedings be for the liquidation, dissolution or winding up of the Company or its business, receivership, insolvency or bankruptcy proceedings, an assignment for the benefit of creditors of proceedings by or against the Company for relief under any bankruptcy, reorganization or insolvency law or any law relating to the relief of debtors, readjustment of

indebtedness, reorganization, arrangement, composition, extension or otherwise. The Lender is irrevocably authorized, at its option, at any meeting of the creditors of the Company or in any such proceeding or any proceeding initiated by the Company:

(a) To enforce claims comprising Subordinated Debt either in their own name or in the name of the Creditor, by proof of debt, proof of claim, suit or otherwise;

(b) To collect any assets of the Company distributed, divided or applied by way of dividend or payment, or any securities issued, on account of Subordinated Debt and apply the same, or the proceeds of any realization upon the same that the Lender in its discretion elects to effect, to Superior Debt until all Superior Debt has been paid in full, rendering any surplus to the Creditor;

(c) To vote claims comprising Subordinated Debt to accept or reject any plan of partial or complete liquidation, reorganization, arrangement, composition or extension; and

(d) To take generally any action in connection with any such meeting or proceeding which the Creditor might otherwise take.

5. Warranties and Representations Concerning Subordinated Debt. As of the date hereof, the maximum committed amount of Subordinated Debt is \$450,000. The Company and the Creditor represent and warrant that no part of Subordinated Debt is evidenced by any instrument, security or other writing which has not previously been or is not concurrently being deposited with the Lender if requested by it and that the Creditor is the lawful owner of Subordinated Debt and no part thereof has been assigned to or subordinated or subjected to any security interest in favor of anyone other than the Lender. Until all Superior Debt has been paid in full and the obligation of the Lender to purchase Bonds has been terminated, the Company shall not issue any instrument, security or other writing evidencing any part of Subordinated Debt except with the prior written approval of the Lender or at the request of and in the manner required by the Lender; and the Creditor shall not assign or subordinate any part of Subordinated Debt except to or in favor of the Lender.

6. Waivers. The Creditor waives any defense based on the adequacy of a remedy at law which might be asserted as a bar to the remedy of specific performance hereof in any action brought therefor by the Lender. The Creditor further waives presentment, notice and protest in connection with all negotiable instruments evidencing Superior Debt or Subordinated Debt to which they may be parties, notice of the acceptance of this Agreement by the Lender, notice of any loans made extensions granted or other action taken or postponement of the time of payment or any other indulgence in connection with Superior Debt, to any substitution, exchange or release of collateral therefor and to the addition or release of any person primarily or secondarily liable thereon. No waiver is made by the Lender of any of its rights hereunder unless the same is in writing, and each waiver, if any, is a waiver only with respect to the specific instance involved.

7. Duration. This Agreement is a continuing agreement and the Lender may, without notice to the Creditor, extend or continue credit and make other financial accommodations to or for the account of the Company in reliance upon this Agreement. This Agreement may be terminated by the Creditor only if (a) all outstanding Superior Debt is finally paid in full and all commitments by Lender with respect thereto have been terminated or cancelled and (b) the Lender receives from the Creditor written notice of termination.

8. Default. If any representation or warranty in this Agreement or in any instrument evidencing Superior Debt proves to have been materially false when made or in the event of a breach by the Company or the Creditor in the performance of any of the terms of this Agreement or upon the occurrence of any event of default under any instrument or agreement evidencing Superior Debt, including, without limitation, an Event of Default under the Covenant Agreement or the Indenture, the Lender may, at its option, declare all Superior Debt to be forthwith due and payable, without presentment, demand, protest, or notice of any kind, notwithstanding any time or credit otherwise allowed. At any time the Creditor fails to comply with any provision applicable to the Creditor, the Lender may demand specific performance of this Agreement, whether or not the Company has complied with this Agreement, or exercise any other remedy available at law or equity.

9. Lender's Duties Limited. The rights granted to the Lender in this Agreement are solely for its protection and nothing herein contained imposes on the Lender any duties with respect to any property of the Company or the Creditor received hereunder beyond reasonable care in their custody and preservation while in the Lender's possession. The Lender has no duty to preserve rights against prior parties in any instrument or chattel paper received hereunder.

10. Authority. The Company and the Creditor each represent and warrant that they have authority to enter into this Agreement and the persons signing for each party are authorized and directed to do so.

11. Modification. This Agreement may only be modified in writing signed by the Lender, the Company and the Creditor.

12. Additional Documentation. The Company and the Creditor shall execute and deliver to the Lender such further instruments and shall take such further action as the Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement.

13. Expenses. The Company and the Creditor agree to pay the Lender on demand all expenses of every kind, including reasonable attorney's fees, which the Lender may incur in enforcing or protecting any of its rights under this Agreement.

14. Persons Bound. This Agreement benefits the Lender, its successors and assigns, and binds the Company and the Creditor, their successors and assigns.

15. Defects Waived. This Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document evidencing Superior Debt.

16. Law Governing. The validity, construction and enforcement of this Agreement are governed by the internal laws of the State of Wisconsin.

17. Effective Date. The effective date of this Agreement, notwithstanding the actual date of execution is December __, 2010.

18. No Contest by Junior Creditor. The Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Superior, the documents evidencing or securing the Superior Debt, or the liens and security interests of Lender with respect to the Superior Debt.

[Signature Page Follows]

CREDITOR:

CITY OF KENOSHA

BY _____
Its _____

LENDER:

TCF INVESTMENTS MANAGEMENT,
INC.

BY _____
Its _____

COMPANY:

ST. CATHERINE COMMONS II, LLC

BY _____
Its _____

DOCUMENT NO. _____

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to St. Catherine Commons II, LLC

_____ ("Mortgagor," whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to TCF Investments Management, Inc. _____

_____ ("Lender") in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any (the "Property") under a mortgage from Mortgagor to Mortgagee dated _____, and recorded in the office of the Register of Deeds of _____ County, Wisconsin, on _____, as Document No. _____, in _____ (VOLUME, PAGE, ETC.)

("Mortgagee's Mortgage").

1. Description of Property. The legal description of the Property is as follows: See Exhibit A attached hereto

Recording Area
Name and Return Address
John H. Wink, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Milwaukee, WI 53202

Parcel Identifier Number _____

If checked here, the description continues or appears on reverse side or attached sheet.
2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagor to Lender ("Lender's Mortgage"):

- (a) The following note(s):
Note #1 dated _____, in the sum of \$ _____, plus interest,
from _____ (Name of Maker) to Lender;
Note #2 dated _____, in the sum of \$ _____, plus interest,
from _____ (Name of Maker) to Lender;

_____ and any renewals, extensions or modifications thereof, but not increases in principal amount.

- (b) The sum of _____, plus interest.
- (c) All present and future credit extended by Lender to Mortgagor arising under the Indenture, the Note (as defined in the indenture), the Covenant Agreement and the other Operative Documents (as defined in the Covenant Agreement).

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.
Mortgagee agrees to the Additional Provisions on the reverse side.

CITY OF KENOSHA (SEAL)

Municipal corporation
(Type of Organization)

By: _____ (SEAL)

(Title)
*
By: _____ (SEAL)

(Title)
*
By: _____ (SEAL)

(Title)
*

AUTHENTICATION OR **ACKNOWLEDGEMENT**

Signatures of _____

authenticated this _____ day of _____

*
Title: Member State Bar of Wisconsin or _____
authorized under § 706.06, Wis. Stats.

This instrument was drafted by
John H. Wink, Esq
Reinhart Boerner Van Deuren s.c.
*type or print name signed above.

STATE OF WISCONSIN } SS.
County of _____
This instrument was acknowledged before me on _____
by _____
(Name(s) of person(s))
as _____
(Type of authority, e.g., officer, trustee, etc., if any)
of _____
(Name of party on behalf of whom instrument was executed, if any)
*
Notary Public, Wisconsin
My Commission (Expires) (Is) _____



ADDITIONAL PROVISIONS

4. Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. Protective Advances. If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. Modification of Lender's Mortgage. The Mortgagee agrees that, subject to the provisions of paragraph 2, the Lender shall have the right to modify, amend and change any and all of the terms of the Lender's Mortgage and the indebtedness secured by Lender's Mortgage without any obligation to notify, or to obtain the consent of, Mortgagee and without in any way affecting any of the rights, priorities or interests of Lender set forth in this Agreement.

7. Successors and Assigns. This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

"Covenant Agreement" means that certain Covenant Agreement dated as of December 30, 2010 between the Mortgagor and the Lender, as amended, revised, supplemented or restated from time to time.

"Indenture" means that certain Trust Indenture and Project Contract dated as of December 1, 2010 among the Mortgagor, the Lender, the City of Kenosha Housing Authority and TCF National Bank.

REIMBURSEMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of the th day of _____, 2011, by and between TARANTINO & COMPANY, LLC ("Developer") and the CITY OF KENOSHA ("City").

R E C I T A L S :

A. The Developer is the developer of a 60 unit Senior Residential Care Apartment Complex to be located on a vacant parcel at the southeast corner of Sheridan Road and 35th Street, Kenosha, Wisconsin (the "Project").

B. The City has agreed to partially finance the Project with the proceeds of a loan up to a maximum amount of \$450,000.00 (the "Loan") pursuant to a HOME Program Agreement dated August 26, 2010 between the City and the Developer (the "HOME Agreement").

C. Developer has assigned its interest in the HOME Agreement to ST. CATHERINE'S COMMONS II, LLC (the "Owner") pursuant to an Assignment of Home Program Agreement dated December 21, 2010 (the "Assignment").

D. The HOME Agreement provides the loan is for "gap" financing on the Project and that any Loan proceeds which are not required to cover the financing gap for the Project shall be returned to the City.

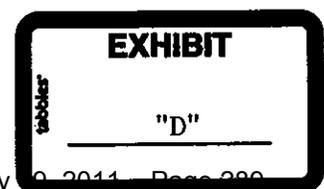
E. Developer is to receive a development fee of Nine Hundred Thousand and 00/100ths Dollars (\$900,000.00) to develop the Project (the "Development Fee") which is paid after completion of the Project.

F. Developer has agreed, in addition to its and the Owner's commitment to reimburse the City pursuant to the HOME Agreement, that Developer shall reimburse City from its Development Fee, if not sooner paid as required by the HOME Agreement, any amount due the City pursuant to the HOME Agreement for Loan proceeds received by Owner which are not required to cover the financing gap for the Project.

G. A provision has been inserted into the Trust Indenture and Project Agreement for the Project that any requisition of funds for the Development Fee requires the City's Consent.

NOW, THEREFORE, in consideration of the recitals and the mutual promises set forth in this Agreement, the parties hereto agree as follows:

Developer agrees that if the Final Project Cost Certification Report (as defined in the HOME Agreement) indicates that the full \$450,000 HOME Program Loan was not needed in order to cover the financing gap for the Project, the Developer from the proceeds of its Development Fee, agrees that it will refund any unnecessary HOME funds not already repaid to the City as required by Section 2 of the HOME Agreement.



The City may withhold its consent to any requisition of the Development Fee pursuant to the Trust Indenture and Project Agreement so long as it is owed or could be owed reimbursement pursuant to Section 2 of the HOME Agreement. The City agrees to provide its consent to such requisition if it is not owed or could not be owed reimbursement pursuant to Section 2 of the HOME Agreement.

Dated as of the date first above written.

TARANTINO & COMPANY, LLC
A Wisconsin Limited Liability Company

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

By: _____
James Tarantino, Sole Member

By: _____
Name: _____
Title: _____

**TARANTINO and COMPANY, LLC
 CASA DEL MARE
 ST. CATHERINE COMMONS CAMPUS
 KENOSHA, WISCONSIN
 1/13/2011**

Hard Cost:	
Hard Construction Cost	\$ 6,268,907
Methane Monitoring System	\$ 44,500
Total Construction Cost	\$ 6,313,407
Architectural and Design Fees	\$ 345,000
Furniture, Fixtures, Equipment	\$ 360,000
Total Hard Cost	\$ 7,018,407
Soft Cost:	
Financing and Other Charges	
Capitalized Interest	\$ 335,654
Financing Fees (See Schedule)	\$ 51,500
Housing Revenue Bond Fees (See Schedule)	\$ 153,845
Taxes During Construction	\$ 198,313
Builder's Risk Insurance	\$ 75,000
Title, Recording, etc.	\$ 10,000
Total	\$ 824,312
Legal and Organizational Expenses	
Real Estate Legal Fees	\$ 35,000
Cost Certification	\$ 12,000
Organization Fees	\$ 5,000
Total	\$ 52,000
Other Development Cost	
Marketing Expenses	\$ 120,000
Contingency	\$ -
Total	\$ 120,000
Total Soft Cost	\$ 996,312
Total Hard and Soft Cost	\$ 8,014,719
Development Fees	
Development Fee	\$ 900,000
Initial Operating Deficit	\$ 93,000
Total	\$ 993,000
Land Acquisition	
Land	\$ 637,500
Underground Construction	\$ 154,000
Total	\$ 791,500
Environmental Assessment, Archeological Survey, Development Consultants and Other Consultants	\$ 88,879
Total	\$ 880,379
Total Development Cost	\$ 9,888,098

TARANTINO and COMPANY, LLC
 CASA DEL MARE
 ST. CATHERINE COMMONS CAMPUS
 KENOSHA, WISCONSIN
 1/13/2011

HOME Program Financing Gap Analysis Worksheet		
Sources of Funds		
Uses of Funds		
Bulding and Site Improvements	\$	7,018,407
Soft Costs	\$	996,312
Development Fee and Calculated Operating Deficit	\$	993,000
Land Debt Retirement and Improvement	\$	880,379
Total		\$ 9,888,098
Sources		
First Mortgage	\$	-
Bank Qualified Midwest Disaster Recovery Bonds	\$	7,173,000
State of Wisconsin HOME Program Funds	\$	469,700
Westminster Funds Equity Investment	\$	1,400,000
Land Value	\$	-
Other Cash Equity	\$	395,398
Total Sources		\$ 9,438,098
Financing Gap (HOME Program Financing)		\$ (450,000)

**KENOSHA HOME APPLICATION
ST. CATHERINE COMMONS CAMPUS
CASA DEL MARE RCAC
REVISED: 1/13/11**

KENOSHA PAYMENT STRUCTURE						
	Description	Principal	Interest	Annual Payment	Principal Balance	Accrued Interest Balance
1	No Payment, Accrued Simple Interest @ 3%	\$ -	\$ 13,500	\$ -	\$ 450,000	\$ 13,500
2	No Payment, Accrued Simple Interest @ 3%	\$ -	\$ 13,500	\$ -	\$ 450,000	\$ 27,000
3	Interest Only @ 3%	\$ -	\$ 13,500	\$ 13,500	\$ 450,000	\$ 27,000
4	Interest Only @ 3%	\$ -	\$ 13,500	\$ 13,500	\$ 450,000	\$ 27,000
5	Interest Only @ 3%	\$ -	\$ 13,500	\$ 13,500	\$ 450,000	\$ 27,000
6	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 13,500	\$ 43,500	\$ 420,000	\$ 27,000
7	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 12,600	\$ 42,600	\$ 390,000	\$ 27,000
8	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 11,700	\$ 41,700	\$ 360,000	\$ 27,000
9	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 10,800	\$ 40,800	\$ 330,000	\$ 27,000
10	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 9,900	\$ 39,900	\$ 300,000	\$ 27,000
11	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 9,000	\$ 39,000	\$ 270,000	\$ 27,000
12	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 8,100	\$ 38,100	\$ 240,000	\$ 27,000
13	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 7,200	\$ 37,200	\$ 210,000	\$ 27,000
14	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 6,300	\$ 36,300	\$ 180,000	\$ 27,000
15	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 5,400	\$ 35,400	\$ 150,000	\$ 27,000
16	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 4,500	\$ 34,500	\$ 120,000	\$ 27,000
17	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 3,600	\$ 33,600	\$ 90,000	\$ 27,000
18	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 2,700	\$ 32,700	\$ 60,000	\$ 27,000
19	Equal Principal Payments, Simple Interest @ 3%	\$ 30,000	\$ 1,800	\$ 31,800	\$ 30,000	\$ 27,000
20	Final Payment	\$ 30,000	\$ 27,900	\$ 57,900	\$ -	\$ -
	Totals	\$ 450,000	\$ 202,500	\$ 625,500		

TERMS

The loan generated from the HOME program award is proposed to have a term of 20 years and an interest rate of 3%. No payments are proposed in Year 1 - Year 2; in Year 3 - Year 5, interest only payments are proposed. From Year 6 through Year 20, payments are proposed to be made in equal principal with simple interest.

AMENDMENT TO HOME PROGRAM AGREEMENT

BY AND BETWEEN

CITY OF KENOSHA, WISCONSIN
a Wisconsin municipality

AND

TARANTINO & COMPANY, LLC,
a Limited Liability Company

Dated August 26, 2010

WHEREAS, on August 26, 2010, **CITY OF KENOSHA** ("CITY") and **TARANTINO & COMPANY, LLC** ("TARANTINO") entered into an Agreement regarding the funding and development of a sixty (60) unit Senior Residential Care Apartment Complex to be located at the southeast corner of Sheridan road and 35th Street in the City of Kenosha ("Project"); and.

WHEREAS, the Agreement stated construction was to commence on or before September 30, 2010, and be substantially completed on or before October 31, 2011; and.

WHEREAS, **TARANTINO** has not commenced construction of the Project; and

WHEREAS, the parties are agreeable to an extension of time for **TARANTINO** to commence and substantially complete the Project.

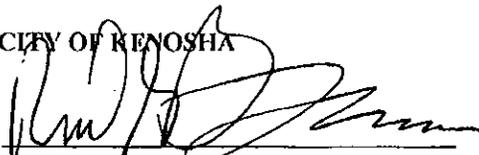
NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, it is agreed by and between the undersigned as follows:

1. **Extension.** The dates in Section 1 headed "Use of Funds" of the Agreement shall be changed such that Owner shall commence construction of the Project on or before December 30, 2010, and substantially complete construction of the Project on or before January 31, 2012. Further, the Performance Period shall begin August 30, 2010, and end on January 31, 2012.
2. **Amendment.** This Agreement cannot be amended, changed, altered or modified except in a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF KENOSHA

By:



KEITH G. BOSMAN, Mayor

By:



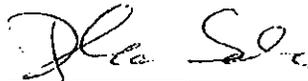
MICHAEL K. HIGGINS, Clerk/Treasurer/Assessor

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this 7 day of Nov, 2010, KEITH G. BOSMAN, Mayor, and MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor for the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.



Notary Public, Kenosha County, WI.

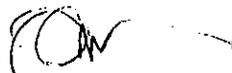
My Commission expires/is: 5-8-11

TARANTINO & COMPANY, LLC

By  _____
JAMES TARANTINO, Owner

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 2 day of NOV, 2010. JAMES TARANTINO, Owner of TARANTINO & COMPANY, LLC, a Wisconsin limited liability company, to me known to be such person who executed the foregoing instrument, and to me known to be such Owner of said limited liability company and acknowledged that he executed the foregoing instrument as such officer as the agreement of said company, by its authority.



Notary Public, Kenosha County, WI.
My Commission expires/is: 2/10/2013

Drafted by:
WILLIAM K. RICHARDSON
Assistant City Attorney

HOME PROGRAM AGREEMENT

This HOME Program Agreement (the "Agreement") is made and entered into as of the 20 of August, 2010, by and between the **CITY OF KENOSHA** ("City"), whose principal business office is located at 625 52nd Street, Kenosha, Wisconsin 53140, and **TARANTINO & COMPANY, LLC** and/or assigns, a Wisconsin Limited Liability Company (the "Owner"), whose principal business office is located at 20711 Watertown Road, Suite A, Waukesha, WI 53186.

WITNESSETH:

WHEREAS, the Owner has acquired the real estate legally described as shown on **Exhibit A** attached hereto (the "Property") and is to construct thereon a sixty (60) unit Senior Residential Care Apartment Complex to be located on the vacant parcel at southeast corner of Sheridan Road and 35th Street in the City of Kenosha (the "Project"); and

WHEREAS, the City has agreed to partially finance the Project with the proceeds of a loan up to a maximum amount of \$450,000 (the "Loan") to be evidenced by a Mortgage Note from the Owner to the City (the "Note"), and secured by a Real Estate Mortgage on the Property from the Owner to the City; and

WHEREAS, the Owner is to enter into a Declaration of Restrictive Covenants a copy of which is attached hereto as Exhibit F, dated as of the date hereof (the "Declaration"), providing for certain restrictions on the use of the Property (the Note, Mortgage, Declaration and this Agreement together being hereinafter referred to as the "Loan Agreement"); and

WHEREAS, as an inducement to the City to provide the Loan to Owner, Owner is willing to enter into this Agreement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Use of Funds.** Owner shall apply the proceeds of the Loan to pay down eligible construction and development costs as shown in the project budget attached hereto as **Exhibit B**. The project may be as amended from time to time by Owner with City approval. Owner shall commence construction of the Project on or before September 30, 2010 and shall substantially complete construction of the Project on or before October 31, 2011. For purposes of this Agreement commencement of the construction shall be the date Owner has obtained the requisite permits for the Project from the City. Owner shall provide all funds in addition to the proceeds of the Loan necessary to complete construction of the Project. Owner may draw on HOME funds at any time and from time to time during the Performance Period. The Performance Period shall begin August 30, 2010 and end on October 31, 2011.
- 2. Final Cost Certification:** A Final Project Cost Certification Report, completed by an independent public accounting firm certifying all the HOME Program eligible expenses after project completion, shall be submitted to the City for review and approval by the City of Kenosha HOME Commission to determine the final HOME loan amount. If the Final Cost Certification Report indicates that the full \$450,000 HOME Program loan was not needed in order to cover the financing gap for the project, the Owner agrees and will refund any unnecessary HOME funds. Any amount due back to the City shall be paid within forty-five (45) days of the Final Project Cost Certification Report.

3. **HOME Loan Terms.** The terms of the loan are attached as **Exhibit C**. The form of the Mortgage Note and Real Estate Mortgage are also attached as **Exhibits D and E** respectively.
4. **Affordability/Repayment.** The terms of the Note, Mortgage, and Declaration are hereby incorporated herein by reference, and noncompliance with any term or condition of any of them shall be deemed a default hereunder.
5. **Project Requirements.** The Owner shall comply with the Project requirements set forth in 24 CFR Part 92 Subpart F, as applicable to the Project and the "Restricted Units," as defined in the Declaration. The Project shall be operated as Senior Residential Care Apartment Complex to be occupied by persons age 55 years or older.
6. **Housing Quality Standards.** The Owner shall maintain the Project in compliance with applicable HUD Housing Quality Standards and state and local housing code requirements.
7. **Other Program Requirements.** The Owner shall carry out its responsibilities hereunder in compliance with all federal laws and regulations described in 24 CFR Part 92 Subpart H, except for the City's responsibilities for environmental review in 24 CFR Section 92.352 or the intergovernmental review process in 24 CFR Section 92.357.

Other Federal Requirements applicable to the HOME Program for this Project include the following:

- a) Site and Neighborhood Standards (24 CFR 92.202)
 - b) Fair Housing and Equal Opportunity per,
 1. 24 CFR 92.202
 2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.)
 3. Fair Housing Act (42 U.S.C. 3601-3620)
 4. Executive Order 11063 (amended by Executive Order 12259)
 5. Age Discrimination Act of 1975 as amended (42 U.S.C. 6101), and
 6. Other Federal requirements at 24 CFR 5.105(a)
 - c) Affirmative Marketing; Minority Outreach (24 CFR 92.351)
 - d) Handicapped Accessibility per Section 504 of the Rehabilitation Act of 1973 (implemented at 24 CFR Part 8), for Multi-family buildings only, 24 CFR 100.205 (implements the Fair Housing Act)
 - e) Equal Opportunity Employment, Executive Order 11246 (implemented at 41 CFR Part 60)
 - f) Section 3 Economic Opportunity, Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135)
 - g) Outreach in Contracting with Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs), Executive Orders 11625, 12432 and 12138 and 24 CFR Part 85.36(e)
 - h) Labor (24 CFR 92.354)
 - i) Conflict of Interest (24 CFR 92.356)
 - j) Debarred Contractors (24 CFR Part 5)
8. **Affirmative Marketing.** The Owner shall comply with the City's affirmative marketing procedures and requirements adopted pursuant to 24 CFR Section 92.351.

9. Requests for Disbursements of Funds. The Owner shall not request disbursement of Loan proceeds until such funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and shall include documentation supporting the amount requested.

10. Records and Reports.

A. Generally. The Owner shall, without charge to the City, maintain such records and shall make such reports to the City related to the Project as the City may reasonably require from time to time during the term of this Agreement, including, but not limited to, all those records required to be maintained and all those reports required to be made from time to time by the U.S. Department of Housing and Urban Development. Owner shall, without charge to the City, make such records available for inspection and copying by the City, and shall make the Project available, subject to the rights of tenants, to the City for inspection, at any time during normal business hours and upon reasonable advance notice from the City to the Owner of the City's wish to make any such inspection.

B. Tenant Files. The Owner shall maintain a separate file for each tenant, which shall include: all leases, in compliance with 24 CFR Section 92.253, and all amendments; annual income certifications and third party verifications; applications and third party verifications; letters of complaint and responses; and notices of default and responses.

C. Project Files. The Owner shall maintain records which document the following:

1. The Project is in compliance with applicable property standards, as described above;
2. Whether the Project is mixed income, mixed use or both and that the Project complies with the applicable eligibility provisions;
3. The race and ethnic heritage of each tenant and each applicant for tenancy, and whether each such household is headed by a man, woman or both;
4. Actions undertaken by the Owner to meet equal opportunity and fair housing regulations and the Owner's outreach to minority owned and female owned businesses, including data indicating the racial/ethnic or gender character of each business entity receiving a contract or a subcontract of \$25,000 or more paid or to be paid with proceeds of the Loan, the amount of the contract or subcontract, and documentation of the Owner's affirmative steps to ensure that minority and women business enterprises have equal opportunity to obtain and compete for contracts and subcontracts as sources of supplies, equipment, construction and services;
5. Compliance with affirmative marketing procedures;
6. Compliance with federal and state environmental review requirements; and,
7. Compliance with the requirements of any laws related to relocation and labor standards, including David-Bacon Act.

D. Periodic Reports. The Owner shall submit all information related to the Loan and the Project as may be requested by the City, including all reports suggested for submission in the HUD publication entitled: "Monitoring HOME Program Performance."

publication entitled: “Monitoring HOME Program Performance.”

- 11. Enforcement.** The Loan Agreement specifies certain remedies available to the City for enforcement of this Agreement. If at any time the City believes an event of default has occurred under the Loan Agreement, the City may give written notice thereof to the Owner. The Owner shall have 15 days following receipt of such notice to cure any such event of default before the City may declare default (which the City may only do if the event of default is not cured or waived) under the Loan Agreement and proceed to exercise any of the City's remedies thereunder. Among other remedies, the City may declare the Loan to be immediately due and payable in full and may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, to obtain injunctive relief, to compel specific performance or to recover monetary damages together with the costs and expenses of any proceeding for the collection thereof, including reasonable attorneys' fees, caused by such violation, or the City may take any other action available to remedy the violation.

No delay by the City in instituting or prosecuting any remedy shall operate as a waiver of the City's right to do so or to pursue other remedies. Owner shall not be deemed to be in default if the default is a result of unforeseeable causes beyond Owner's control and without its fault or negligence, including, but not limited to, acts of God, the public enemy or the federal government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes or unusually severe weather or delays of subcontractors due to such causes.

12. Duration of the Agreement.

This Agreement shall continue in full force and effect until the end of the Original Term of the Land Use Restriction Agreement, as defined therein. Notwithstanding the foregoing, this Agreement shall terminate as provided in 24 CFR Section 92.252(e) upon foreclosure or transfer in lieu of foreclosure. This Agreement shall be revived according to the original terms if, during the Original Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or Property.

- 13. Applicable Laws.** Owner shall at all times comply with and cause the Project to be in compliance with all federal, state, county, and city laws and regulations which are applicable to the Project or applicable to Owner as owner of the Project.

- 14. Representations.** Owner represents and warrants to the City as of the date hereof that the Owner is a Wisconsin limited partnership, and has all requisite power, licenses and authority necessary to conduct its business, including owning the Property, and that the Loan Agreement constitutes the legal, valid and binding obligation of the Owner, enforceable in accordance with the terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the enforcement of creditors' rights generally.

- 15. Assignment.** Owner's obligations under the Loan Agreement may not be assigned without the prior written consent of the City.

- 16. Counterparts.** This Agreement may be executed in counterparts, with the counterparts together forming but one Agreement.

17. Notices.

Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to CITY in care of:

Director, Department of City Development,
Municipal Building, Room 308,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

with a copy to:

City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to TARANTINO & CO., LLC:

James Tarantino
20711 Watertown Road,
Suite A.
Waukesha, Wisconsin 53186

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF KENOSHA

By: 
Keith G. Bosman, Mayor

(SEAL)

By: 
Michael Higgins, Clerk/Treasurer/Assessor

TARANTINO & COMPANY, LLC

By: 
James Tarantino, Member

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Address: 3508 7th Avenue, City of Kenosha, Kenosha County
Parcel No.: 11-223-30-151-013

Lot 3 of Certified Survey Map No. 2392 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 3, 2003, as Document No. 1365354, being a Redivision of Lots 1, 2 and 3, Block 38, Sheridan Road Subdivision, in the Original Town of Southport and part of the Trustee's Subdivision, all located in the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 2 North, Range 23 East. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

EXHIBIT B**PROJECT BUDGET****Development Budget and Financing****Project Budget**

<i>Description</i>	<i>Cost</i>
Hard Construction Costs	\$6,264,309
Architectural and Engineering	\$321,601
Furniture, Fixtures and Equipment	\$360,000
Soft Costs:	
Capitalized Interest	\$426,389
Financing Fees	\$92,797.00
Housing Revenue Bond Fees	\$201,543.00
Taxes During Construction	\$195,231.00
Builder's Risk Insurance	\$75,000.00
Title, Recording, etc.	\$10,000.00
Real Estate Legal Fees	\$35,000.00
Project Cost Certification	\$12,000.00
Organization Fees	\$5,000.00
Marketing Expenses	\$120,000.00
Contingency	\$50,000
Development Fees:	
Development Fee	\$1,019,731
Initial Operating Reserve	\$93,000
Land Acquisition:	
Land Cost	\$900,000
Environmental Assessment, Archeological Survey, Development Consultants and Other Consultants	\$15,700
Total Project Budget	\$10,197,301

Financing

<i>Description</i>	<i>Cost</i>
First Mortgage (KHA Bond Issue)	\$7,929,699
Developer Cash	\$328,172
Developer Equity (Deferred Fee)	\$1,019,730
State of Wisconsin HOME Program Loan	\$469,700
<i>Subtotal Financing</i>	<i>\$9,747,301</i>
Gap Financing Provided by City of Kenosha HOME Loan	\$450,000
<i>Total Financing</i>	<i>\$10,197,301</i>

EXHIBIT C
HOME PROGRAM LOAN TERMS

<i>Borrower</i>	Tarantino & Company, LLC
<i>Commitment</i>	<ul style="list-style-type: none"> ➤ Loan of up to \$450,000 for project cost gap financing ➤ The City of Kenosha HOME Commission will review and approve the final loan amount prior to the loan closing.
<i>Loan Amount, Interest Rate & Terms</i>	<ul style="list-style-type: none"> ➤ Up to \$450,000 with 3% simple interest on the principal amount of the loan up to \$450,000 ➤ Term of the loan shall be 20 years with no payments due for year one (1) and two (2). ➤ Interest only payments for years three (3), four (4) and five (5) after project stabilization. ➤ Annual payments of principal in the amount of \$30,000, plus simple interest at 3% beginning in year six (6) with a final payment of Principal in year twenty (20). ➤ Entire loan balance due upon sale or transfer of the property ➤ All unpaid principal and accrued interest bears interest after maturity of the loan, whether occurring through lapse of time, acceleration or otherwise, at the rate of 12% per year until paid.
<i>Collateral</i>	A mortgage on the land and building to be constructed at the project site (southeast corner of Sheridan Road and 35 th Street), Kenosha, WI.
<i>Purpose</i>	<ul style="list-style-type: none"> ➤ Provide subordinate financing to pay for HOME Program eligible expenses to develop and construct the project. ➤ This project will provide 60 Senior Assisted Living apartments which will include a limited level of senior care to the residents through the Wisconsin Family Care Program. ➤ Six (6) "Fixed" HOME-Assisted one-bedroom units for persons with income at or below 50% of Kenosha County Median Income will be provided with the City of Kenosha HOME funding. Gross rents for the HOME-Assisted units will be set at the "Low HOME Rent Limits" for Kenosha. These rent limits are published annually by the US Department of Housing & Urban Development. ➤ Eleven (11) "Fixed" HOME-Assisted one-bedroom units for persons with income at or below 30% of Kenosha County Median Income will be provided with the State of Wisconsin HOME funding. ➤ The units will have a 20 year affordability period under the HOME Program regardless if the HOME Program loan balance is paid off earlier than scheduled.
<i>Principal Covenants</i>	<p>Prior to loan closing, the borrower shall enter into the following agreements and provide the following information which shall include the following covenants, among others, customary to these types of transactions:</p> <ol style="list-style-type: none"> 1. HOME Program Agreement 2. Evidence of permanent first mortgage financing in the amount evidenced in Exhibit B for not less than for 30 years 3. Evidence of Owner Equity invested in the project 4. Compliance with the US Department of Housing and Urban Development (HUD) and City of Kenosha HOME Program requirements 5. Compliance with all Other Federal Requirements as applicable to the HOME Program Final Rule (24 CFR Part 92). (See Section 6 of this Agreement) 6. Verification that the Casa del Mare development will be either registered or certified as a

	<p>Residential Care Apartment Complex (RCAC) that will offer services through the Wisconsin Family Care Program and other sources.</p> <p>7. A copy of the Subsidy Layering Analysis completed by the Owner to be reviewed by the City of Kenosha HOME Commission prior to closing.</p> <p>8. A written assurance that qualified local subcontractors will be provided with the opportunity to bid on the construction work for the project.</p> <p>9. A Final Project Cost Certification Report, completed by an independent public accounting firm certifying all the HOME Program eligible expenses after project completion, shall be submitted to the City for review and approval by the City of Kenosha HOME Commission to determine the final HOME loan amount.</p> <p>10. If the Final Project Cost Certification Report indicates that the full \$450,000 HOME Program loan was not needed in order to cover the financing gap for the project, the Owner agrees and will refund any HOME funds not needed to provide the affordable HOME-assisted units for the project.</p> <p>11. Owner may draw on HOME funds for eligible expenses related to the development and construction of the project at any time and from time to time during the Performance Period. The Performance Period shall begin August 30, 2010 and end on October 31, 2011.</p> <p>12. Owner shall return to the City any funds paid to Owner and provided under this Agreement in excess of the allowable development and construction costs. Owner shall be responsible for reimbursement to City any funds disbursed which are determined by City to have been misused or misappropriated. Any such reimbursement shall be due within forty-five (45) days of City's written notice.</p>
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All documents used for this transaction shall be on the City's standard forms for such purposes and shall be reviewed and approved by the City Attorney's office in all respects.

The borrower will be responsible to pay all out-of-pocket costs including recording fees, title insurance, and attorney's fees.

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

TARANTINO & COMPANY, LLC

("Mortgagor," whether one or more) mortgages to CITY OF KENOSHA

, its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ _____ evidenced by a note or notes, or other obligation ("Obligation") dated _____ executed by TARANTINO & COMPANY, LLC

, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in KENOSHA County, State of Wisconsin ("Property"):

Lot 3 of Certified Survey Map No. 2392 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 3, 2003, as Document No. 1365354, being a Redivision of Lots 1, 2 and 3, Block 38, Sheridan Road Subdivision, in the Original Town of Southport and part of the Trustee's Subdivision, all located in the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30, Township 2 North, Range 23 East. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.
Address: 3508 7th Avenue, City of Kenosha, Kenosha County

Recording Area

Name and Return Address

11-223-30-151-013

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

1. **MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Tarantino & _____ Company, LLC; (6) the state of organization and the organizational identification number of the debtor (if applicable) are WISCONSIN T028969; and (7) the address of the secured party is 20711 Watertown Rd, Suite A Waukesha, WI 53186

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated

TARATINO & COMPANY, LLC

_____(SEAL) _____(SEAL)
* James Taratino, Member * _____

_____(SEAL) _____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)
authenticated on _____

STATE OF WISCONSIN)
) ss.
KENOSHA COUNTY)

Personally came before me on _____,
the above-named

to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

MORTGAGE NOTE

_____, 2010 ("Date of Commencement")

FOR VALUE RECEIVED, the undersigned (hereinafter the "BORROWER") promises to pay to the order of the City of Kenosha, a municipal corporation of the State of Wisconsin, (hereinafter the "LENDER") or its successors, the principal sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) payable at 625 52nd Street, Kenosha, Wisconsin 53140 or at such other place as may be designated by LENDER. Said payments shall be directed to the City Clerk or such other person as may be designated by Lender.

This NOTE evidences a loan by LENDER to BORROWER for the exclusive purpose of providing a portion of funds necessary to construct a (60) sixty unit Senior Residential Care Apartment Complex at 3508 7th Avenue (hereinafter the "PROJECT")

This NOTE is secured by a Mortgage of even date herewith in favor of LENDER, as beneficiary, on the above-reference PROJECT. Additional terms of the loan evidenced by this Note are set forth in the Mortgage, Home Program Agreement and Land Use Restriction Agreement between Borrower and Lender, each dated as the date hereof, and payment may be accelerated according to any of them.

This NOTE bears simple interest at an annual rate of Three Percent (3%). The term of this NOTE shall be Twenty (20) years or until the balance is paid in full; whichever comes first.

During the term of the NOTE, BORROWER shall not be required to make payments on the first and second anniversaries of the Date of Commencement set forth above. Or the third, fourth and fifth anniversaries of the Date of Commencement BORROWER shall make payments of interest only. On the anniversaries of the Date of Commencement for the years six through twenty BORROWER shall pay the principal sum of \$30,000.00 plus interest. An amortization schedule is attached hereto and incorporated herein for reference.

Notwithstanding any other provision of this Note, all unpaid principal and accrued interest bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at the rate of 12% per year until paid.

All payments shall be applied in such manner as Lender determines to interest, principal, and payments due under any agreement securing this Note.

If the Borrower shall default in the payment of any installment due under the NOTE, and such default is not cured prior to the due date of the next installment, or Borrower shall default in the performance of any covenant or provision of any document of even date herewith and collateral hereto, and Borrower fails to cure such default within fifteen (15) days of notice of such default, then the entire unpaid principal amount of this NOTE, together with accrued interest and late charges, shall become immediately due and payable, at the option of the LENDER, without notice to BORROWER. Failure of the LENDER to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal and interest, so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If LENDER exercises its option to declare the entire amount of BORROWER's loan immediately due and payable as provide above, BORROWER hereby agrees to pay LENDER's costs and expenses of collection, including reasonable attorney's fees and court costs. If this NOTE is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on such judgments in the State of Wisconsin, or if there is no such maximum, at the rate of fifteen percent (15%) PER ANNUM. This NOTE shall be governed by and interpreted by the laws of the State of Wisconsin, except to the extent superseded by Federal law.

If any annual installment of principal, or any part of such installment, remains unpaid for a period of fifteen (15) days from its due date, the BORROWER hereby agrees to pay to the LENDER a late charge of five percent (5%) of the unpaid amount of such installment.

This is a non-recourse obligation and no personal liability shall be asserted hereunder against Borrower, its permitted assigns, or their partners. Upon default, the obligations hereunder shall be payable only from the proceeds of Lender collateral.

Any forbearance by the LENDER with respect to any of the terms and conditions of this NOTE in no way constitutes a waiver of any of the LENDER's rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

LENDER:	City Clerk 625 52 nd Street, RM 105 Kenosha, Wisconsin 53140
with a copy to:	City Attorney 625 52 nd Street, RM 201 Kenosha, Wisconsin 53140
BORROWER:	Tarantino & Company, LLC James Tarantino 20711 Watertown Road Suite A Waukesha, Wisconsin 53186

The Borrower shall notify the Lender, in writing, of any change in the Borrower's name and address within ten (10) days of any change.

The BORROWER reserves the right to prepay at any time all or any part of the remaining balance of this NOTE without the payment of penalties or premiums.

All parties to this NOTE hereby waive presentment for payment, demand, protest, notice of protest, and notice of protest, and notice of dishonor. The BORROWER hereby waives, to the extent permitted by law, and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this NOTE.

SIGNATURES FOLLOW

**KENOSHA HOME APPLICATION
ST. CATHERINE COMMONS CAMPUS
CASA DEL MARE RCAC
KENOSHA, WISCONSIN
08/10/2010**

PROPOSED PAYMENT STRUCTURE						
Year	Description	Principal	Interest	Annual Payment	Principal Balance	
1	No payment	\$-	\$-	\$-	\$450,000	
2	No payment	\$-	\$-	\$-	\$450,000	
3	Interest only @ 3%	\$-	\$13,500	\$13,500	\$450,000	
4	Interest only @ 3%	\$-	\$13,500	\$13,500	\$450,000	
5	Interest only @ 3%	\$-	\$13,500	\$13,500	\$450,000	
6	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$12,600	\$42,600	\$420,000	
7	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$11,700	\$41,700	\$390,000	
8	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$10,800	\$40,800	\$360,000	
9	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$9,900	\$39,900	\$330,000	
10	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$9,000	\$39,000	\$300,000	
11	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$8,100	\$38,100	\$270,000	
12	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$7,200	\$37,200	\$240,000	
13	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$6,300	\$36,300	\$210,000	
14	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$5,400	\$35,400	\$180,000	
15	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$4,500	\$34,500	\$150,000	
16	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$3,600	\$33,600	\$120,000	
17	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$2,700	\$32,700	\$90,000	
18	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$1,800	\$31,800	\$60,000	
19	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$900	\$30,900	\$30,000	
20	Equal Principal Payments, Simple Interest @ 3%	\$30,000	\$-	\$30,000	\$-	
Totals		\$450,000	\$135,000	\$585,000		

TERMS

The loan generated from the HOME program award is proposed to have a term of 20 years and an interest rate of 3%.
No payments are proposed in Year 1 - Year 2; in Year 3 - Year 5, interest-only payments are proposed.
From Year 6 through Year 20, payments are proposed to be made in equal principal with simple interest.

LAND USE RESTRICTION AGREEMENT

Document Number

Document Title

Project Number RHD-

This Land Use Restriction Agreement (the "Agreement") is made and entered into as of the ___ day of _____ 2010, by and between Tarantino & Company, LLC, a Wisconsin limited liability company, and its successors and assigns ("Owner"), and the **CITY OF KENOSHA** ("City"), acting by and through its Department of Commerce Division of Housing and Community Development, and its successors and assigns.

WITNESSETH:

WHEREAS, Owner owns the real property legally described as shown on Exhibit A attached hereto ("Property"); and

WHEREAS, certain of the expenses incurred or to be incurred ("Expenses") by Owner in developing and constructing or rehabilitating rental apartment units on the

Property ("Project") are to be financed from funds ("Funds") to be made available and granted under the federal HOME Investment Partnerships Act, 42 United States Code 12701 *et seq.* (the "Statutes"), and under regulations set forth in Title 24 *Code of Federal Regulations* Part 92 (the "Regulations"), from the United States Department of Housing and Urban Development to the City; and

WHEREAS, the City is willing to lend the Funds to Owner for application to the Project Budget pursuant to the terms of a Loan Agreement, dated as of the date hereof, between Owner and the City ("Contract"), which Contract describes the Project; and

WHEREAS, as an inducement for the City to lend the Funds to Owner, Owner is willing to restrict the use of the Property as hereinafter described and as required by the Statutes, Regulations and Contract;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The restrictions set forth herein shall be applicable to 6 (the "HOME Units") of the apartment units in the Project. The HOME Units are as follows: Units _____. The addresses and locations of the HOME Units shall not be changed. If a government authority changes the address of any HOME Unit, the Owner shall notify the

Name and Return Address:
Wisconsin Department of
Commerce
Division of Housing and
Community Development
Post Office Box 7970
Madison, Wisconsin 53707-7970

Parcel Identification Number

City in writing within thirty days after the Owner receives notice thereof. The Owner and the City shall then sign and record a written amendment to this Agreement memorializing any such change. The HOME Units shall be considered "fixed" HOME units pursuant to 24 CFR Section 92.253(j) and shall retain the applicable rent and income limits set forth therein and those set forth in the Contract.

2. Owner shall at all times comply with the requirements of the Statutes, Regulations and Contract, including, but not limited to, the affordable housing requirements set forth in 24 CFR Section 92.252. All words and phrases used herein which are defined in the Statutes or Regulations shall have the meanings set forth in the Statutes or Regulations. Owner shall timely fulfill, at Owner's sole expense, all of Owner's responsibilities under the Contract.

3. This Agreement shall constitute covenants running with the land, shall be appurtenant to the Property and shall be binding upon all future owners of the Property during its term. This Agreement shall become effective on the date hereof. Unless sooner terminated or amended in a written document signed by the parties hereto, and notwithstanding repayment of the loan from City to Owner made in connection with the execution of this Agreement ("Loan"), this Agreement shall continue in full force and effect until the 20th [per 24 CFR § 92.252(e)] anniversary of the date "Project Completion" as used in 24 CFR Section 92.252(e) or until the Loan is repaid in full, whichever is longer (the "Original Term"). Notwithstanding the foregoing, this Agreement shall terminate as provided in 24 CFR Section 92.252(e) upon foreclosure or transfer in lieu of foreclosure. The City may use purchase options, rights of first refusal or other preemptive rights to purchase the Property before foreclosure or deed in lieu of foreclosure to preserve affordability. However, nothing herein shall require the City to purchase or otherwise acquire the Property. This Agreement shall be revived according to the original terms if, during the Original Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Property.

4. In the event of default by Owner hereunder, the City may pursue all remedies made available to it under the Statutes, Regulations and Contract, may enforce this Agreement by action for specific performance, and may pursue against Owner and the Property all other remedies available at law or in equity.

5. The Owner shall indemnify, defend and hold harmless the City, its officers, agents and employees, from any and all claims, demands, liabilities and causes of action of whatsoever kind or nature related to the Property or the Project, its financing, organization, construction, operation, administration, repair or maintenance occasioned in whole or in part by any act or omission of the Owner or its tenants, agents, contractors, subcontractors, invitees or employees, including all reasonable attorneys' fees incurred in defense, which may now or hereafter be made against them. The City shall have no obligation for any obligation or liability of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Dated this _____ day of _____, 2010.

[SEAL]

TARANTINO & COMPANY, LLC
By James Tarantino.,
Sole Member

By: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, JAMES TARANTINO, Owner of TARANTINO & COMPANY, LLC, a limited liability company, to me known to be such Owner, and acknowledged to me that he executed the foregoing instrument as such officers as the agreement of said company, by its authority.

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

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

By:

Name and title needed
Date _____

By:

Name and title needed
Date _____

Exhibit A

Legal Description

Tax Parcel Number: _____

- LURA

Revised July 19, 2006

DISBURSING AGREEMENT

Title Commitment/Policy No.: _____ (the "Commitment/Policy")

This Disbursing Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2010 by and among TARANTINO & COMPANY, LLC, a Wisconsin Limited Liability ("Owner"), _____ TITLE INSURANCE COMPANY ("Title Company"), and the CITY OF KENOSHA.

WITNESSETH:

WHEREAS, the City has this day made a \$_____ mortgage loan ("Loan") to Owner, the proceeds of which are to be disbursed through the Title Company for application to a portion of the expenses incurred or to be incurred by Owner in connection with the acquisition of real property for, and the development, financing, construction and operation of, a Senior Residential Care Apartment Complex building on the real property described in the Commitment/Policy (the "Project"); and

WHEREAS, Owner will also pay for portions of its expenses for the Project from the proceeds of one or more additional loans and from Owner's cash equity (together with Loan proceeds, the "Funds"), all of which shall be disbursed through the Title Company in accordance with this Agreement; and

WHEREAS, the City and Owner will, from time to time on or after the date hereof, deposit Funds with the Title Company, and Owner has paid the Title Company the premium for the title insurance to be issued pursuant to the Commitment/Policy; and

WHEREAS, the "General Contractor" for the Project is _____ and the "Inspecting Architect" is _____ ;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Prior to First Disbursement. Prior to the first disbursement of Funds, Title Company shall be furnished with:

a. A written sworn statement from Owner showing the sources and applications of all Funds for the Project, and providing the names and addresses of those with whom Owner has contracted and who will be paid Funds ("Owner's Cost Breakdown");

b. A written statement from the General Contractor setting forth in detail the names of all contractors and material suppliers with whom it has contracted (and, to the extent known to General Contractor, those with whom its subcontractors and suppliers have contracted), their addresses, work or materials to be furnished, amounts of the contracts, amount paid to date, amounts of current payments and balances due (the "Contractor's Cost Breakdown");

c. A "Draw Request" from Owner identifying the disbursements to be made (including those payable to Title Company), the names and addresses of the payees, and the source(s) of Funds (and the respective amount from each source) to be applied in making each line item disbursement, which shall be approved in writing by each party providing Funds for disbursement; and

d. Funds sufficient to fund the Draw Request ("Draw Funds"), with each source of Funds and the respective amount therefrom identified.

2. Subsequent Disbursements. Prior to each disbursement of Funds hereunder subsequent to the first disbursement, Title Company shall be furnished with:

a. An Owner's Cost Breakdown, dated as of the disbursement date, from Owner;

b. A Contractor's Cost Breakdown, dated as of the disbursement date, from the General Contractor;

c. A sworn statement from the General Contractor that it: has paid all subcontractors and suppliers in accordance with each prior Draw Request; will promptly upon disbursement from Title Company pay all subcontractors and suppliers in accordance with the current Draw Request; is solvent and able to pay its obligations in a timely manner as they mature; and is not subject to any litigation, arbitration, or threats thereof, or any bankruptcy or similar proceeding;

d. Such waivers or releases of lien from the General Contractor and each of its subcontractors and suppliers as may be required by Title Company, together with all invoices, contracts or other supporting documents required by Title Company;

e. A report or a certification by the Inspecting Architect certifying that work has been completed and materials are in place as indicated by the Draw Request;

f. A Draw Request; and

g. Draw Funds.

3. Title Company Procedures. Prior to making each disbursement pursuant to a Draw Request, Title Company will examine title to the Project to determine whether or not any intervening liens or other matters have been filed. If any are disclosed, Title Company shall so notify Owner and the City. Title Company shall not make any disbursement until all liens on the Project and other title matters have been disposed of to the satisfaction of Owner and the City. Title Company shall concurrent with disbursement of each Draw Request issue a pending disbursement endorsement to the Commitment/Policy: (a) extending the effective date of the Commitment/Policy to the date of disbursement; (b) increasing the amount of the insurance coverage for each insured which is a lender to the aggregate amount of Funds provided by such insured and disbursed to date; and (c) increasing the amount of the insurance coverage for Owner to the aggregate amount of Funds from all sources disbursed to date. The form of the endorsement shall be in the form attached as Exhibit A (the "Pending Disbursement Endorsement").

If the Title Company discovers a misstatement or deficiency in any of the documents provided by Owner or General Contractor, it may stop disbursement until the misstatement or deficiency has been corrected.

Any Loan proceeds received by the Title Company must be disbursed within fifteen days, either pursuant to a Draw Request, if the Title company is authorized hereunder to so disburse, or to the City.

All disbursements of Funds payable to General Contractor or any of its subcontractors or suppliers will be made by Title Company directly to the General Contractor. In the event that the General Contractor and any subcontractor or supplier jointly authorize Title Company to pay any funds due one to the other, Title Company may comply with such authorization. However, it is the intention of the parties named herein that no person which is not a signatory to this escrow shall be a third party beneficiary of this Agreement, and Title Company owes no duty of care to any such party.

4. Limits of Title Company's Duties. The functions and duties assumed by Title Company include only those described in this Agreement, and Title Company is not obligated to act except in accordance with the terms and conditions of this Agreement. Title Company does not certify or insure that (a) the building will be completed, (b) the building, when completed, will be in accordance with plans and specifications, (c) sufficient funds will be available for completion, or (d) the certifications of the Inspecting Architect are correct. Title Company shall not be responsible for any loss of documents or funds while such documents or funds are not in its custody. Documents or funds deposited in the United States mail shall not be construed as being in custody of Title Company.

5. Escrow Fee. An escrow fee of \$_____ per draw is to be paid by Owner, which fee must be paid at the time each draw is disbursed or which fee will be deducted from the Draw Funds.

6. Escrow Termination; Resignation of Title Company. This escrow shall terminate, and Title Company shall have no further liability to Owner hereunder, in any of the following events: (a) if Title Company declines to issue the Pending Disbursement Endorsements, or Owner selects another insurer to issue such endorsements, or (b) if a subsequent title search reveals a matter for which Owner requires an assurance which Title Company is unwilling to provide. Title Company shall also have the right to resign as Title Company, upon written notice to Owner. If this escrow terminates or if Title Company resigns, Title Company shall return to Owner any documents and funds in its possession relating to this escrow. Any such resignation or termination shall not affect Title Company's obligations under the Commitment/Policy.

7. No Interest on Escrowed Funds. Owner acknowledges and agrees that no interest will accrue to Owner on any funds held in escrow by Title Company pursuant to this Agreement and that, in addition to the fees and charges payable to Title Company for its services, Title Company may receive ancillary benefits from the use of the funds held in escrow.

8. Construction Lien Coverage Granted. Title Company acknowledges that the Commitment/Policy, as originally dated, gives full and complete title insurance coverage regarding construction liens to the City. Title Company further acknowledges that the Pending Disbursement Endorsements issued or to be issued hereunder continue full and complete title insurance coverage regarding construction liens to the City, through the date of each such endorsement. Title Company has made or will make whatever inquiries and has obtained or will obtain whatever affidavits and other assurances it deems necessary to give such ongoing construction lien coverage.

9. Inconsistencies Resolved in Favor of This Agreement. Any inconsistencies between the terms and provisions of this Agreement and other insured closing letters or related letters issued by Title Company shall be construed in favor of the terms and provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

By _____, _____

By: _____

_____ **TITLE INSURANCE COMPANY**
By _____, Agent

By: _____

General Contractor agrees that this Agreement shall not be construed as, nor is it the intent of any of the parties hereto, to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Owner, State and Title Company under a third party beneficiary theory or otherwise. The General Contractor signs below to concur in the above escrow instructions.

By: _____

ENDORSEMENT

Attached to Commitment/Policy No. _____

ISSUED BY

_____ **TITLE INSURANCE COMPANY**

The Commitment/Policy is hereby amended as follows:

1. The Effective Date of Commitment/Policy is changed to: _____, 200__.
2. The Company recognizes that amounts have been advanced on the loans secured by the mortgages set forth in Schedule A, and that the Owner has advanced equity cash, and thus insurance coverage is hereby increased to the following amounts:

Owner Equity	\$ _____
_____ Bank	\$ _____
State of Wisconsin	\$ _____

The insurance includes coverage against all loss or damage which may be sustained by an insured by reason of any construction lien which is filed for that part of the work performed and materials furnished as described in the Draw Request dated _____, 200__ and all previous Draw Requests, if any.

This endorsement is made a part of the Commitment/Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Commitment/Policy and any prior endorsements, nor does it extend the effective date of the Commitment/Policy and any prior endorsements, nor does it increase the face amount thereof.

_____ **TITLE INSURANCE
COMPANY**

By _____, Agent

By: _____
Authorized Signature

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 24

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 12/16/10 through 12/31/10 and have approved the disbursements as follows:

1. Checks numbered from 101229 through 101593 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	3,046,302.21
SUBTOTAL	3,046,302.21

PLUS:

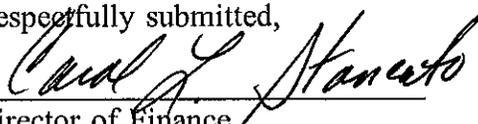
2. City of Kenosha Payroll Wire Transfers from the same period:	1,516,714.97
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TOTAL DISBURSEMENTS APPROVED	4,563,017.18
-------------------------------------	---------------------

David Bogdala	Daniel Prozanski Jr.
Katherine Marks	Eric Haugaard
Tod Ohnstad	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 #24

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 01/07/11

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101229	12/17	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	12/17/10 UNION DUES	3,262.04
101230	12/17	CROWN TROPHY OF KENOSHA	110-01-51701-311-000	2 RACK PLAQUE	60.00
101231	12/17	BINDELLI BROTHERS, INC	110-09-56501-259-569	11/10 2018 45 ST BOA	120.00
			110-09-56501-259-569	12/10 1307 69 ST BOA	80.00
			110-09-56501-259-569	11/10 2415 48 ST BOA	80.00
			110-09-56501-259-000	11/10 1539 16 AVE BO	80.00
			110-09-56501-259-569	11/10 4212 21 AVE BO	72.12
			110-09-56501-259-569	11/10 704 75 ST BOAR	72.12
				..... CHECK TOTAL	504.24
101232	12/17	BLOWER, JOHN JR	761-09-50101-311-000	SUPPLIES/BOARD SESSN	38.01
			761-09-50101-263-000	SUPPLIES/BOARD SESSN	28.10
			761-09-50101-264-000	SUPPLIES/BOARD SESSN	21.16
			761-09-50101-388-000	SUPPLIES/BOARD SESSN	18.50
				..... CHECK TOTAL	105.77
101233	12/17	NEW FLYER	520-09-50201-347-000	11/10-BUS PARTS	977.54
			520-09-50201-347-000	11/10-BUS PARTS	564.36
			520-09-50201-347-000	11/10-BUS PARTS	79.44
			520-09-50201-347-000	11/10-BUS PARTS	69.45
			520-09-50201-347-000	11/10-BUS PARTS	29.15
				..... CHECK TOTAL	1,719.94
101234	12/17	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000	12/17/10 UNION DUES	139.28
101235	12/17	RNOW, INC.	630-09-50101-393-000	11/10-SE PARTS/MATER	50.18
101236	12/17	CHESTER ELECTRONICS SUPPLY	110-02-52103-365-000	11/10 PD PARTS & MAT	13.98
101237	12/17	VIKING ELECTRIC SUPPLY	501-09-50105-246-000	11/10 SW ELECTRICAL	108.99
101238	12/17	BUMPER TO BUMPER	520-09-50201-317-000	11/10-TD PARTS, MATE	842.02
			110-03-53103-344-000	11/10-ST PARTS, MATE	727.83
			110-03-53103-389-000	11/10-ST PARTS, MATE	425.20
			520-09-50201-347-000	11/10-TD PARTS, MATE	363.35
			630-09-50101-393-000	11/10-CE PARTS, MATE	162.87
			521-09-50101-344-000	11/10-AR PARTS, MATE	59.59
			110-03-53103-361-000	11/10-ST PARTS, MATE	39.50
			520-09-50401-317-000	11/10-TD PARTS, MATE	32.60
			501-09-50104-361-000	11/10-SW PARTS, MATE	8.43
				..... CHECK TOTAL	2,661.39

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101239	12/17	HWY C SERVICE	754-09-50102-575-000	BOBCAT 5600	60,503.00
			110-03-53107-344-000	12/10-ST SERVICE/PAR	243.60
			110-03-53113-389-000	12/10-ST SERVICE/PAR	168.70
				..... CHECK TOTAL	60,915.30
101240	12/17	ICMA RETIREMENT TRUST	110-00-21599-000-000	12/1-15/10 CONTRIBS	790.00
101241	12/17	WIS DEPT OF REVENUE	110-09-56507-259-999	11/10 SALES TAX	2,992.69
101242	12/17	LAKESIDE STEEL & MFG. CO.	110-03-53103-344-000	11/10 ST LABOR & MAT	68.00
101243	12/17	KENOSHA CITY/COUNTY	110-02-52103-341-000	11/1 PATROL FLT GAS	18,324.13
			110-02-52103-345-000	11/10 PATROL MAINTC	11,899.53
			110-02-52102-341-000	11/10 DETCT FLT GAS	2,970.36
			110-02-52102-345-000	11/10 DETCTV MAINTC	854.02
			110-02-52109-345-000	11/10 SCU MAINTC	749.66
			110-02-52109-341-000	11/10 SCU FLT GAS	620.91
			110-02-52101-341-000	11/10 ADMIN FLT GAS	203.77
			110-02-52101-345-000	11/10 ADMIN MAINTC	170.01
			110-02-52103-341-000	11/10 MOTORCYCL GAS	112.07
			110-02-52103-345-000	11/10 WARRANTY PARTS	84.26CR
				..... CHECK TOTAL	35,820.20
101244	12/17	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/17/10 CITY HRLY	15,467.25
			110-00-21562-000-000	12/17/10 WATER HRLY	4,229.85
			110-00-21562-000-000	12/17/10 MUSEUM HRLY	205.00
				..... CHECK TOTAL	19,902.10
101245	12/17	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	12/10 ANIMAL CONTRL	11,283.57
101246	12/17	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	10/3/10 D LONDO	803.43
			110-09-56405-161-000	10/8/10 V GASTALDI	102.00
				..... CHECK TOTAL	905.43
101247	12/17	KENOSHA NEWS	110-00-21104-000-000	12/10 CT-GH HOLDINGS	46.66
			110-00-21104-000-000	12/10 504 PLACE LIC	43.75
				..... CHECK TOTAL	90.41
101248	12/17	PALMEN BUICK	110-02-52203-344-000	11/10 FD REPAIR PART	264.97
			630-09-50101-393-000	11/10 CE PARTS & MAT	178.22
			520-09-50201-347-000	11/10 TD PARTS & MAT	61.03
				..... CHECK TOTAL	504.22

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101249	12/17	M A TRUCK PARTS	110-03-53103-344-000	11/10 ST MATERIALS &	2,728.49
			501-09-50105-344-000	11/10 ST MATERIALS &	960.00
			501-09-50104-361-000	11/10 ST MATERIALS &	480.62
			110-03-53107-361-000	11/10 ST MATERIALS &	466.30
			110-03-53113-389-000	11/10 ST MATERIALS &	210.99
			501-09-50105-361-000	11/10 ST MATERIALS &	141.68
				..... CHECK TOTAL	4,988.08
101250	12/17	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	09/11 PREMIUM	13,311.94
			110-00-16250-000-000	09/11 PREMIUM	6,624.45
			110-00-15601-000-000	09/11 PREMIUM	1,688.47
			110-00-15201-000-000	09/11 PREMIUM	1,164.30
			520-00-16250-000-000	09/11 PREMIUM	694.54
			110-00-15202-000-000	09/11 PREMIUM	422.62
			631-00-16250-000-000	09/11 PREMIUM	250.99
			632-00-16250-000-000	09/11 PREMIUM	195.54
			110-00-14401-000-000	09/11 PREMIUM	126.58
			520-00-16250-000-000	09/11 PREMIUM	83.92
			520-00-16250-000-000	09/11 PREMIUM	78.02
			521-00-16250-000-000	09/11 PREMIUM	74.80
			520-00-16250-000-000	09/11 PREMIUM	27.66
			110-00-13127-000-000	09/11 PREMIUM	26.62
			630-00-16250-000-000	09/11 PREMIUM	23.92
			520-00-16250-000-000	09/11 PREMIUM	15.18
			520-00-16250-000-000	09/11 PREMIUM	2.30
				..... CHECK TOTAL	24,811.85
101251	12/17	SPANISH CENTER OF RACINE,	289-06-50605-259-000	#5204515 SUBGR AGMT	2,367.00
101252	12/17	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	11/10-TIRE REPAIR SE	520.90
101253	12/17	KENOSHA WATER UTILITY	110-05-55109-223-000	9-10/10 STORM WATER	7,282.12
			524-05-50101-223-000	9-10/10 STORM WATER	585.40
			110-03-53103-223-000	9-10/10 STORM WATER	517.02
			461-11-51001-581-000	9-10/10 STORM WATER	500.20
			520-09-50301-223-000	9-10/10 STORM WATER	416.58
			445-11-50401-589-000	9-10/10 STORM WATER	272.74
			110-03-53116-223-000	9-10/10 STORM WATER	208.86
			463-11-50801-589-000	9-10/10 STORM WATER	164.88
			110-01-51802-223-000	9-10/10 2906 14 AV	145.00
			110-02-52203-223-000	9-10/10 STORM WATER	136.30
			491-11-50102-219-000	9-10/10 STORM WATER	120.32
			519-09-50116-249-000	9-10/10 STORM WATER	112.34
			110-01-51802-223-000	9-10/10 2925 14 AV	110.06
			519-09-50124-249-000	9-10/10 STORM WATER	103.20
			519-09-50103-249-000	9-10/10 STORM WATER	99.08
			519-09-50109-249-000	9-10/10 STORM WATER	62.44
			110-09-56519-259-000	9-10/10 STORM WATER	50.46
			519-09-50118-249-000	9-10/10 STORM WATER	43.76

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			519-09-50120-249-000	9-10/10 STORM WATER	43.48
			110-01-51802-223-000	9-10/10 1715 52ND	37.20
			491-11-50106-219-000	9-10/10 STORM WATER	33.22
			110-05-55109-223-000	9-10/10 STORM WATER	28.22
			110-01-51802-223-000	9-10/10 2401 14 AV	8.26
			420-11-50603-589-000	9-10/10 STORM WATER	7.28
				..... CHECK TOTAL	11,088.42
101254	12/17	KENOSHA WATER UTILITY	110-05-55109-224-000	#1 12/01/10 WTR/STM	5,441.35
			110-05-55109-223-000	#1 12/01/10 WTR/STM	4,645.14
			524-05-50101-224-000	#1 12/01/10 WTR/STM	3,346.24
			110-05-55104-224-000	#1 12/01/10 WTR/STM	2,187.14
			110-05-55106-224-000	#1 12/01/10 WTR/STM	1,245.74
			110-05-55111-224-000	#1 12/01/10 WTR/STM	644.26
			110-01-51801-224-000	#4 12/01/10 WTR/STM	589.55
			110-01-51802-223-000	#1 912 35 ST	569.14
			110-02-52203-224-000	#1 12/01/10 WTR/STM	518.58
			524-05-50101-223-000	#1 12/01/10 WTR/STM	461.36
			110-02-52203-223-000	#1 12/01/10 WTR/STM	349.86
			110-01-51801-223-000	#4 12/01/10 WTR/STM	324.99
			522-05-50102-224-000	#1 12/01/10 WTR/STM	219.30
			633-09-50101-224-000	#1 12/01/10 WTR/STM	132.84
			633-09-50101-223-000	#1 12/01/10 WTR/STM	111.06
			520-09-50301-224-000	#1 12/01/10 WTR/STM	101.52
			110-03-53116-224-000	#1 12/01/10 WTR/STM	92.00
			110-02-52110-223-000	#1 12/01/10 WTR/STM	72.14
			110-01-51802-224-000	#1 912 35 ST	46.24
			110-05-55102-224-000	#1 12/01/10 WTR/STM	38.70
			110-02-52110-224-000	#1 12/01/10 WTR/STM	30.26
			520-09-50301-223-000	#1 12/01/10 WTR/STM	14.26
				..... CHECK TOTAL	21,181.67
101255	12/17	WELDCRAFT, INC.	110-05-55104-249-000	11/10-PA WELDING SER	182.00
101256	12/17	WE ENERGIES	110-01-51801-222-000	#47 10/27-11/29	3,694.05
			110-03-53109-221-000	#47 11/04-12/07	2,126.61
			110-03-53109-221-000	#47 11/03-12/06	1,617.79
			110-03-53116-222-000	#47 10/26-11/28	1,325.23
			110-05-55109-221-000	#47 11/04-12/07	1,058.57
			110-03-53109-221-000	#47 10/28-11/29	754.26
			110-02-52203-222-000	#47 10/26-11/28	730.40
			110-01-51802-221-000	#47 912 35TH ST	562.07
			110-05-55102-221-000	#47 11/05-12/08	516.84
			110-02-52203-221-000	#47 10/27-11/24	499.15
			110-05-55109-222-000	#47 11/03-12/06	390.35
			110-03-53109-221-000	#47 10/27-11/24	383.19
			110-03-53109-221-000	#47 11/08-12/09	370.50
			110-05-55109-221-000	#47 11/03-12/06	347.57
			110-02-52110-221-000	#47 10/26-11/28	332.06

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#47 11/01-12/02	288.20
			110-03-53103-221-000	#47 11/01-12/02	260.65
			524-05-50101-221-000	#47 11/03-12/06	225.86
			524-05-50101-222-000	#47 11/03-12/06	191.57
			110-02-52110-222-000	#47 10/26-11/28	140.91
			110-03-53109-221-000	#47 10/26-11/28	125.11
			110-05-55111-221-000	#47 10/27-11/29	97.80
			110-03-53109-221-000	#47 11/05-12/05	93.80
			110-03-53109-221-000	#47 11/02-12/05	83.79
			110-05-55102-221-000	#47 11/04-12/07	82.84
			110-01-51802-221-000	#47 2210 52ND ST	78.81
			110-01-51801-221-000	#47 10/27-11/29	78.79
			110-05-55102-221-000	#47 11/03-12/06	76.07
			110-05-55109-221-000	#47 11/08-12/09	66.87
			110-05-55109-222-000	#47 11/04-12/07	47.27
			110-05-55109-221-000	#47 11/02-12/03	35.61
			110-05-55108-221-000	#47 11/07-12/08	35.03
			110-03-53109-221-000	#47 11/06-12/08	32.03
			110-05-55103-222-000	#47 11/01-12/02	30.07
			110-05-55111-222-000	#47 10/26-11/28	22.50
			110-05-55109-221-000	#47 11/02-12/05	20.89
			110-05-55109-221-000	#47 11/07-12/08	20.10
			110-05-55109-221-000	#47 11/05-12/08	16.10
			110-05-55109-221-000	#47 11/06-12/08	15.46
			110-05-55109-221-000	#47 10/25-11/23	10.00
			110-05-55109-222-000	#47 11/02-12/05	9.57
			110-01-51802-222-000	#47 912 35 ST	9.28
			110-05-55108-221-000	#47 11/03-12/06	9.11
			110-05-55108-221-000	#47 11/06-12/08	8.85
				..... CHECK TOTAL	16,921.58
101257	12/17	REINDERS INC.	405-11-51020-579-000	TORO GROUNDSMASTER 5	83,205.58
			405-11-51020-934-560	TRADE IN FLT #2173	250.00CR
				..... CHECK TOTAL	82,955.58
101258	12/17	BOYS AND GIRLS CLUB	289-06-50608-259-000	#5204519 SUBGR AGMT	4,984.44
101259	12/17	KENOSHA WATER UTILITY	420-11-50703-589-000	9-10/10 STORM WATER	40.20
101260	12/17	CURTIS INDUSTRIES, INC	630-09-50101-393-000	11/10 SE FASTENERS-V	255.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101261	12/17	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	10/10-TIRE LEASE	4,337.37
101262	12/17	INLAND DETROIT DIESEL	110-02-52203-344-000	REPAIR-ENGINE 4	2,199.50
101263	12/17	CHASE BANK KENOSHA	110-00-21513-000-000	12/17/10 HRLY DEDCT	20,501.16
			110-00-21511-000-000	12/17/10 HRLY DEDCT	12,240.84
			110-00-21612-000-000	12/17/10 HRLY DEDCT	12,240.79
			110-00-21614-000-000	12/17/10 HRLY DEDCT	2,956.73
			110-00-21514-000-000	12/17/10 HRLY DEDCT	2,956.55
				..... CHECK TOTAL	50,896.07
101264	12/17	SEFAC, INC.	520-09-50201-235-000	PARTS SHOP LIFT	287.10
101265	12/17	WIS. DEPT OF JUSTICE	110-01-51303-219-000	11/10 SERVICES	7.00
101266	12/17	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	LICENSE PLATE	207.79
101267	12/17	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	11/10 TD AIR CONDITI	47.47
101268	12/17	SHORT ELLIOTT HENDRICKSON	409-11-50804-219-000	AMENDMENT #3	9,495.60
			409-11-50804-219-000	AMENDMENT #2	5,018.20
				..... CHECK TOTAL	14,513.80
101269	12/17	ALLIANCE FOR COMMUNITY MEDIA	761-09-50101-323-000	ANNUAL MEMBERSHIP	225.00
101270	12/17	A & G SERVICES	257-06-50490-259-000	#5199364 REHAB	2,939.00
101271	12/17	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	11/10 SW TOOLS AND S	287.70
			501-09-50105-282-000	11/10 SW TOOLS AND S	246.00
			501-09-50105-344-000	11/10 SW TOOLS AND S	118.69
				..... CHECK TOTAL	652.39
101272	12/17	XEROX CORPORATION	110-02-52201-232-000	10/21-11/23 OVERS MA	58.79
101273	12/17	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	12/17/10 B GARRETT	118.54
101274	12/17	UNIVERSAL MASONRY	463-11-50601-589-000	6558 5 AVE-REHAB	1,215.00
101275	12/17	COLLEGE OF DUPAGE	110-02-52107-264-000	11/15/10 G HAFKE	149.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101276	12/17	ACCURATE PRINTING CO., INC.	520-09-50106-311-000	11/10 TD-OP/DMG RPRT	997.00
101277	12/17	AT CONFERENCE	110-01-51801-225-000	11/22/10 AECOM CALL	3.85
101278	12/17	SERWE IMPLEMENT	630-09-50101-393-000	11/10-SE#2283 PARTS/	1,167.79
101279	12/17	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	12/10 COUPON REDMPTN	1,554.00
			501-09-50102-219-000	12/10 ADMIN FEE	350.00
			501-09-50102-219-000	12/10 RETAIL INCNTV	62.16
			501-09-50102-219-000	12/10 POSTAGE	4.52
			501-09-50102-219-000	12/10 PER CHECK FEE	3.00
			501-09-50102-219-000	12/10 POSTAGE FEE	2.64
				..... CHECK TOTAL	1,976.32
101280	12/17	DOT-FIELD SERVICES	520-09-50101-389-000	3RD PARTY TEST RNWL	125.00
101281	12/17	TARWID CONTRACTORS, INC	414-11-50902-583-000	11/10-WATERPROOFING	1,863.00
101282	12/17	POMP'S TIRE	110-02-52203-344-000	11/10 TRK #4 TIRES	1,306.00
101283	12/17	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	11/10 TD PARTS AND M	371.76
			520-09-50201-347-000	11/10 TD PARTS AND M	169.92
				..... CHECK TOTAL	541.68
101284	12/17	ROCK-WELL WELL & PUMP SERV.	409-11-51003-589-000	WEST FRONTAGE ROAD	300.00
101285	12/17	LEE PLUMBING, INC.	520-00-18751-000-000	SEWER METRA	500.00
			110-02-52203-246-000	11/10-FD#4 HVAC, PLU	192.00
				..... CHECK TOTAL	692.00
101286	12/17	CARLINO'S ROOFING	254-06-50492-259-000	#5200690 ROOF	5,000.00
			463-11-50601-589-000	4300 6 AVE-REHAB	1,400.00
				..... CHECK TOTAL	6,400.00
101287	12/17	INVESTORS PROPERTY SERVICES	253-06-50442-259-000	#5199370 GUTTERS	400.00
101288	12/17	HUMANA CLAIMS	611-09-50101-155-527	12/15/10 MED CLAIMS	142,140.67
			611-09-50101-155-527	12/15/10 PHARMACY	7,226.74
			611-09-50101-155-527	12/16/10 PHARMACY	6,376.06
			611-09-50101-155-527	12/16/10 MED CLAIMS	2,125.37
			 CHECK TOTAL	157,868.84

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101289	12/17	SCHREIBER ANDERSON ASSOC.	405-11-51003-219-000	11/10 COMP. REC. PLA	10,176.21
			405-11-51003-219-000	11/10 PETZKE PARK	3,981.00
			405-11-51003-219-000	11/10 SUNRISE PARK-P	511.52
				..... CHECK TOTAL	14,668.73
101290	12/17	PAUL CONWAY SHIELDS	110-02-52206-367-000	TURN OUT COAT	24,163.38
			110-02-52206-367-000	TURN OUT PANTS	18,602.63
			110-02-52206-367-000	LETTERING	994.40
				..... CHECK TOTAL	43,760.41
101291	12/17	CUMMINS NPOWER, LLC	520-09-50201-347-000	11/10 TD PARTS/SERVI	134.56
			520-09-50201-347-000	11/10 TD PARTS/SERVI	53.14
			520-09-50201-347-000	INV #805-24026 CRDT	79.28CR
				..... CHECK TOTAL	108.42
101292	12/17	KING'S HOME REPAIR, INC	463-11-50601-589-000	1203 58TH ST-REHAB	5,460.00
			253-06-50445-259-000	#5200035 ROOF	5,000.00
				..... CHECK TOTAL	10,460.00
101293	12/17	WASTE MANAGEMENT OF WI	110-03-53117-253-416	11/10 1091.93 TONS	21,631.12
			110-03-53117-253-416	11/10 WDNR TONNAGE F	14,195.09
			501-09-50105-253-000	11/10 232.45 TONS	4,641.07
			501-09-50105-253-000	11/10 WDNR TONNAGE F	3,021.85
			110-03-53117-253-417	11/10 18 COMP PULLS	2,781.00
			501-09-50104-253-000	11/10 137.67 TONS	2,749.62
			110-03-53117-253-417	11/10 101.69 TONS	2,077.29
			501-09-50104-253-000	11/10 WDNR TONNAGE F	1,789.71
			110-03-53117-253-417	11/10 WDNR TONNAGE F	1,321.97
			110-03-53117-253-416	11/10 FUEL SURCHARGE	1,068.27
			110-03-53117-253-417	11/10 FUEL SURCHARGE	241.15
			501-09-50105-253-000	11/10 FUEL SURCHARGE	231.57
			110-03-53117-253-416	11/10 ENVIRO SURCHG	208.00
			501-09-50104-253-000	11/10 FUEL SURCHARGE	135.61
			501-09-50105-253-000	11/10 ENVIRO SURCHG	76.00
			110-03-53117-253-417	11/10 ENVIRO SURCHG	68.00
			501-09-50104-253-000	11/10 ENVIRO SURCHG	26.00
	..... CHECK TOTAL	56,263.32			
101294	12/17	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/17/10 L SAYLOR	38.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101295	12/17	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	12/17/10 CHRISTERSN	135.87
101296	12/17	VEOLIA ENVIROMENTAL SERVICES	420-11-50804-219-000	SOILS 625 52 STREET	3,287.37
101297	12/17	MALSACK, J	110-09-56501-259-566	12/10 704 75 ST SNOW	230.14
			110-09-56501-259-566	12/10 1803 21ST SNOW	171.00
			110-09-56501-259-566	12/10 4026 SHER SNOW	171.00
			110-09-56501-259-566	12/10 3521 75TH SNOW	171.00
			110-09-56501-259-566	12/10 5302 35TH SNOW	166.25
			110-09-56501-259-566	12/10 2524 50TH SNOW	148.91
			110-09-56501-259-566	12/10 5302 32ND SNOW	139.89
			110-09-56501-259-566	12/10 1902 53RD SNOW	130.62
			110-09-56501-259-566	12/10 4010 11TH SNOW	63.17
			110-09-56501-259-566	12/10 4628 37TH SNOW	54.15
			110-09-56501-259-566	12/10 5529 24TH SNOW	54.15
			110-09-56501-259-566	12/10 4201 5 AV SNOW	54.15
			110-09-56501-259-566	12/10 7733 35TH SNOW	49.64
			110-09-56501-259-566	12/10 3515 75TH SNOW	49.64
			110-09-56501-259-566	12/10 5904 32ND SNOW	45.12
			110-09-56501-259-566	12/10 5805 23RD SNOW	40.61
			110-09-56501-259-566	12/10 7713 7 AV SNOW	40.61
			110-09-56501-259-566	12/10 8306 25TH SNOW	40.61
			110-09-56501-259-566	12/10 5507 23RD SNOW	36.10
			110-09-56501-259-566	12/10 918 WASH SNOW	27.07
				..... CHECK TOTAL	1,883.83
101298	12/17	KAR PRODUCTS	520-09-50201-347-000	10/10-TD SHOP SUPPLI	373.79
			520-09-50201-347-000	10/10-TD SHOP SUPPLI	282.65
			520-09-50201-347-000	11/10-TD SHOP SUPPLI	78.55
				..... CHECK TOTAL	734.99
101299	12/17	UNITED LABORATORIES, INC	520-09-50202-249-000	WEED KILLER	2,148.86
			520-09-50202-249-000	CITRAIN	328.80
			520-09-50202-249-000	ICE MELT	258.00
			520-09-50202-249-000	FLOOR STRIPPER	196.14
			520-09-50202-249-000	LIQUID ZYME	179.40
			520-09-50202-249-000	FLOOR WAX	134.28
				..... CHECK TOTAL	3,245.48
101300	12/17	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	PM PROGRAM	568.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101301	12/17	CREATIVE DESIGNS	405-11-50817-589-000	47" X 82 1/2" SIGNS	8,780.00
101302	12/17	DUECO, INC	630-09-50101-393-000	12/10 SE PARTS & MAT	173.18
			630-09-50101-393-000	11/10 SE PARTS & MAT	156.71
				..... CHECK TOTAL	329.89
101303	12/17	STATE BAR OF WISCONSIN	110-01-50301-322-000	11/10 GOVT CLAIMS	28.72
101304	12/17	SHERWIN INDUSTRIES	501-09-50105-355-000	11/10-COLD PATCH PRO	2,120.40
101305	12/17	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	11/10 PD EXTINGUISHE	122.30
101306	12/17	WIS SCTF	110-00-21581-000-000	12/17/10 HRLY DEDCT	1,062.95
101307	12/17	PREVOST CAR (US) INC	520-09-50201-347-000	11/10-TD BUS PARTS	471.05
101308	12/17	LASER NET INC	110-01-51101-314-000	10/10-MICROFICHE PRO	252.98
101309	12/17	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	12/17/10 J PETRILLO	139.82
101310	12/17	RADISSON PAPER VALLEY HOTEL	110-02-52107-263-000	11/14-18 J LABATORE	280.00
101311	12/17	WOMEN AND CHILDRENS HORIZONS	289-06-50607-259-000	#5204518 SUBGR AGMT	2,480.00
101312	12/17	ACCURINT	110-02-52101-219-000	10/10 PD SEARCHES/LO	64.75
101313	12/17	WHOLESALE DIRECT INC	630-09-50101-393-000	11/10-SE PARTS/MATER	253.51
101314	12/17	LANDMARK TITLE CORP	110-00-12102-000-000	2010 RE-5915 SHER RD	615.06
			110-00-12102-000-000	2010 RE-6105 25 AVE	67.21
				..... CHECK TOTAL	682.27
101315	12/17	INLAND POWER GROUP	520-09-50201-347-000	DRYER UNIT	3,468.00
			520-09-50201-347-000	CORE DEPOSIT	2,040.00
				..... CHECK TOTAL	5,508.00
101316	12/17	BUSCHE, JUDY LLC	110-01-50301-219-000	11/10 PROCESS SERVC	295.00
			110-01-50101-219-000	11/10 PROCESS SERVC	50.00
			 CHECK TOTAL	345.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101317	12/17	MILWAUKEE SPRING &	630-09-50101-393-000	11/10 #2816 PARTS &	1,084.26
101318	12/17	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	3 MEMBER RENEWALS	225.00
101319	12/17	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000 110-04-54102-254-000	11/10 230 CAPT/DISPL 12/10 SERVICE FEE CHECK TOTAL	8,602.50 3,500.00 12,102.50
101320	12/17	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000 110-09-56519-259-000	SPRINGBRK CLEAN WTR 80TH ST PROP-CLN WTR CHECK TOTAL	99.86 61.68 161.54
101321	12/17	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000	11/15-18 J LABATORE	300.00
101322	12/17	PROCESSWORKS INC.	110-00-21578-000-000	12/14/10 CHECK REG	4,439.77
101323	12/17	GLASMAN TOWING	110-02-52103-219-000	11/10-TOW SQD#2979	25.00
101324	12/17	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	11/10-SE PARTS	411.52
101325	12/17	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	11/10 TRANSIT COACH 11/10 TRANSIT COACH TRANSIT COACH PARTS CHECK TOTAL	1,922.24 566.02 236.66 2,724.92
101326	12/17	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	10/3/10 D LONDO	88.40
101327	12/17	AURORA MEDICAL GROUP	110-01-51303-216-000 520-09-50101-216-000	11/10 SCREENS 11/10 SCREENS CHECK TOTAL	435.00 170.00 605.00
101328	12/17	IOD INCORPORATED	520-09-50101-161-000 110-09-56405-161-000	9/13/04 S THORSEN 5/10/10 S BELAND CHECK TOTAL	27.61 8.72 36.33
101329	12/17	TRUE COURSE MDCS LLC	520-09-50101-161-000	9/15/09 J MARTI	5,589.27
101330	12/17	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	4/23/10 D YANDEL 10/26/10 A JURGENS 10/3/10 D LONDO CHECK TOTAL	132.60 34.85 27.20 194.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101331	12/17	AURORA HEALTH CARE	110-09-56405-161-000	6/19/10 R WOJTAK	134.64
			110-09-56405-161-000	8/18/10 W FOSTER	127.60
				..... CHECK TOTAL	262.24
101332	12/17	SUPER WESTERN	409-11-50903-589-000	EST 2-WEST FRONTAGE	126,656.47
			409-11-51003-589-000	EST 2-WEST FRONTAGE	126,065.04
				..... CHECK TOTAL	252,721.51
101333	12/17	KOHN LAW FIRM S.C.	110-00-21581-000-000	12/17/10 D LARSON	158.79
101334	12/17	NATIONAL TITLE NETWORK	110-00-12103-000-000	2010 RE-5717 41 AVE	86.03
101335	12/17	STRAUSBAUGH, HEATHER	110-02-52109-111-705	ACCR LEAVE - ERICH	3,429.95
			110-00-21514-000-000	ACCR LEAVE - ERICH	49.73CR
			110-00-21511-000-000	ACCR LEAVE - ERICH	212.66CR
			110-00-21512-000-000	ACCR LEAVE - ERICH	213.61CR
			110-00-21513-000-000	ACCR LEAVE - ERICH	433.53CR
				..... CHECK TOTAL	2,520.42
101336	12/17	BLANCK, DAVID S	110-00-44709-000-000	BARTEND LICENSE	50.00
101337	12/17	STARTZ, KRISTINA	110-00-21904-000-000	CASH BOND #1148586	126.00
101338	12/17	GREAZEL, SARAH	110-00-46394-000-000	APPLIANCE STICKER	15.00
101339	12/17	ALLEN, MICHAEL	110-00-46394-000-000	APPLIANCE STICKER	15.00
101340	12/17	GOMEZ, JESSICA	110-00-21905-000-000	ORIBILETTI-12/5/10	100.00
101341	12/17	DARBUTAS FAMILY REVOCABLE	110-00-12103-000-000	2010 RE TAXES	279.05
101342	12/17	ALDRIDGE, CARMEL	110-00-12103-000-000	2010 RE 4801 23 AV	232.36
101343	12/17	A PIECE OF MINE RESALE SHOPE	110-00-44716-000-000	SECONDHAND JEWELRY	5.00
			110-00-44715-000-000	SECONDHAND ARTICLE	2.50
				..... CHECK TOTAL	7.50
101344	12/17	STANCZAK, STEPHEN M.	110-01-51303-261-000	7/10-9/10 201 MILES	100.50
101345	12/17	BUCK, WAYDE B	521-09-50101-261-000	11/10 240 MILES	120.00

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101346	12/17	ERNST, PAUL	110-02-52101-219-000	COURT DUTY 12/13/10	16.01
101347	12/17	ROMBALSKI, MICHAEL	110-02-52107-263-000	12/05-09/10 AUSTIN	313.88
			110-02-52102-341-000	12/05-09/10 AUSTIN	267.00
				..... CHECK TOTAL	580.88
101348	12/17	DRAKE, DARLENE A.	110-01-51303-261-000	11/10 28 MILES	14.00
101349	12/17	HIGGINS, MICHAEL	110-01-50901-261-000	11/10 145 MILES	72.50
101350	12/17	SCHROEDER, JANICE	110-03-53101-261-000	11/10 91 MILES	45.50
101351	12/17	BURSEK, RONALD	110-03-53101-261-000	11/10 245 MILES	122.50
			110-03-53101-261-000	9/10 229 MILES	114.50
			110-03-53101-261-000	10/10 214 MILES	107.00
				..... CHECK TOTAL	344.00
101352	12/17	JAMBREK, MARK	110-02-52103-367-000	2010 CLOTHING ALLOW	110.91
101353	12/17	KENESIE, JASON	110-02-52103-341-000	11/30/10 VOLK FIELD	14.00
101354	12/17	BOSMAN, KEITH	110-01-51301-263-000	11/16-18 WASH DC	411.05
			110-01-51301-262-000	11/16-18 WASH DC	38.00
			110-01-51301-263-000	11/16-18 WASH DC	17.56
				..... CHECK TOTAL	466.61
101355	12/17	CLARK, KAREN	520-09-50101-367-000	2010 UNIFORM ALLOW	13.38
101356	12/22	CROWN TROPHY OF KENOSHA	110-02-52204-383-000	MUG	381.64
			110-02-52204-383-000	TWO-SIDED DECAL	129.60
			110-02-52204-383-000	ADD'L COLOR CHARGE	100.80
			110-02-52204-383-000	SETUP/PLATE CHARGE	50.00
			110-02-52204-383-000	PREP & ELECTRONIC	15.00
				..... CHECK TOTAL	677.04
101357	12/22	VIKING ELECTRIC SUPPLY	110-03-53117-246-000	10/10 WA ELECTRICAL	177.53
			110-03-53117-246-000	10/10 WA ELECTRICAL	152.49
			110-03-53117-246-000	10/10 WA ELECTRICAL	79.26
			110-03-53117-246-000	10/10 WA ELECTRICAL	70.46
			110-03-53117-246-000	10/10 WA ELECTRICAL	47.77
			110-03-53117-246-000	10/10 WA RETURN ELEC	7.89CR
			110-03-53117-246-000	10/10 WA RETURN ELEC	12.17CR
			 CHECK TOTAL	507.45

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101358	12/22	INTERSTATE ELECTRIC SUPPLY	110-03-53117-246-000	10/10-WA ELECTRICAL	255.94
			110-03-53109-389-000	12/10-ST ELECTRICAL	106.00
			520-09-50201-347-000	11/10-TD ELECTRICAL	91.95
			110-03-53117-246-000	11/10-WA ELECTRICAL	59.27
			110-03-53109-361-000	12/10-ST ELECTRICAL	40.79
			632-09-50101-389-000	11/10-SE ELECTRICAL	13.62
			110-03-53109-375-000	12/10-ST ELECTRICAL	7.38
			110-03-53117-246-000	11/10-WA ELECTRICAL	3.19
				..... CHECK TOTAL	578.14
101359	12/22	JANTZ AUTO SALES INC	110-02-52103-219-000	11/10-#10-170650 TOW	25.00
101360	12/22	CARDINAL HEALTH	206-02-52205-318-000	11/10 FD MEDICAL SUP	430.60
			206-02-52205-318-000	11/10 FD MEDICAL SUP	400.16
			206-02-52205-318-000	12/10 FD MEDICAL SUP	390.57
			206-02-52205-318-000	11/10 FD MEDICAL SUP	308.22
			206-02-52205-318-000	12/10 FD MEDICAL SUP	215.61
			206-02-52205-318-000	12/10 FD MEDICAL SUP	212.00
			206-02-52205-318-000	11/10 FD MEDICAL	162.19
			206-02-52205-318-000	12/10 FD MEDICAL SUP	113.97
			206-02-52205-318-000	11/10 FD MEDICAL SUP	14.36
				..... CHECK TOTAL	2,247.68
101361	12/22	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/24/10 CITY HRLY	15,492.25
			110-00-21562-000-000	12/24/10 WATER HRLY	4,229.85
			110-00-21562-000-000	12/24/10 MUSEUM HRLY	205.00
				..... CHECK TOTAL	19,927.10
101362	12/22	LABOR PAPER, THE	110-01-50101-321-000	10/18/10 CC MIN LEGA	840.00
101363	12/22	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	11/10-DRUGS	508.90
			110-02-52101-219-000	11/10-10-168004 LAB	49.60
			110-02-52101-219-000	11/10-#10-166457 LAB	49.60
				..... CHECK TOTAL	608.10
101364	12/22	KENOSHA UNIFIED SCHOOL	286-06-50302-259-000	#5206367 CONSTRUCT	15,566.43
101365	12/22	M A TRUCK PARTS	110-02-52203-344-000	11/10-FD MATERIALS &	1,862.64
			630-09-50101-393-000	11/10-CE MATERIALS &	1,565.22
			520-09-50201-347-000	11/10-TD MATERIALS &	820.49
			 CHECK TOTAL	4,248.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101366	12/22	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	11/10-SE #2946 PARTS	53.00
101367	12/22	BADGER TRUCK CENTER	630-09-50101-393-000	11/10 SE PARTS & MAT	64.98
			630-09-50101-393-000	12/10 SE #2946 PARTS	42.24
				..... CHECK TOTAL	107.22
101368	12/22	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	11/10 CE TIRES/TUBES	8,071.01
			110-02-52203-344-000	11/10 FD TIRES/SERVI	3,257.96
				..... CHECK TOTAL	11,328.97
101369	12/22	BURBACH INSULATION CO, INC	286-06-50302-259-000	#5206363 INSULATION	4,073.00
101370	12/22	SHOPKO DEPT. STORE	110-01-51801-367-000	11/10 MB UNIFORMS	104.95
			110-01-51801-367-000	11/10 MB UNIFORMS	96.95
				..... CHECK TOTAL	201.90
101371	12/22	WIS DEPT OF REVENUE	110-00-21512-000-000	12/1-15/10 DEDUCTS	120,123.37
101372	12/22	WIS RETIREMENT SYSTEM	110-00-21625-000-000	11/10 PENSION	636,409.46
			110-02-52203-153-000	11/10 PENSION	11,500.51
			110-00-21521-000-000	11/10 PENSION	4,970.00
			110-02-52103-153-000	11/10 PENSION	1,396.00
				..... CHECK TOTAL	654,275.97
101373	12/22	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	12/24/10 H TOLBERT	167.79
101374	12/22	ANIXTER, INC	110-03-53109-375-000	TRAFFIC SIGNAL CABLE	845.34
			110-03-53109-375-000	TRAFFIC SIGNAL CABLE	535.00
				..... CHECK TOTAL	1,380.34
101375	12/22	PAYNE & DOLAN INC.	110-03-53103-355-000	11/10-ASPHALT MATER	267.54
101376	12/22	KENOSHA WATER UTILITY	461-11-51001-581-000	1102 52 ST-STORM WTR	53.18
			758-09-50106-259-850	8/19-10/18 WATER	36.69
			463-11-50801-589-000	6731 14 AV-STORM WTR	9.26
			463-11-50801-589-000	6209 13 AV-STORM WTR	9.26
			463-11-50801-589-000	2217 55 ST-STORM WTR	9.26
			463-11-50801-589-000	2222 56 ST-STORM WTR	9.26
			463-11-50801-589-000	5510 22 AV-STORM WTR	9.26
			461-11-51001-581-000	5016 SHER-STORM WTR	8.26
			463-11-50801-589-000	6733 14 AV-STORM WTR	6.28
			 CHECK TOTAL	150.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101377	12/22	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	OFFICER EQUIPMENT	5,042.54
101378	12/22	WEST GROUP	110-01-50301-322-000	11/10-ONLINE MATERIA	715.65
101379	12/22	WIS FUEL & HEATING INC	630-09-50101-391-000	12/10-UNLEADED GASOL	19,725.00
			630-09-50101-393-000	12/10-CE LUBRICANTS/	7,120.00
			630-09-50101-393-000	12/10-CE LUBRICANTS/	1,578.53
			630-09-50101-393-000	12/10-CE LUBRICANTS/	463.30
			630-09-50101-393-000	12/10-CE DEPOSIT	60.00CR
				..... CHECK TOTAL	28,826.83
101380	12/22	BROOKS TRACTOR, INC.	630-09-50101-393-000	12/10 SE PARTS & MAT	1,113.00
			630-09-50101-393-000	12/10 SE PARTS & MAT	50.56
			630-09-50101-393-000	12/10 SE PARTS & MAT	42.78
				..... CHECK TOTAL	1,206.34
101381	12/22	DON'S AUTO PARTS	630-09-50101-393-000	12/10 SE #2340 PARTS	294.78
			110-02-52203-344-000	12/10 FD PARTS & MAT	235.26
			110-02-52203-344-000	11/10 FD PARTS & MAT	227.57
			630-09-50101-393-000	12/10 SE #1858 PARTS	173.38
			110-02-52203-344-000	12/10 FD PARTS & MAT	129.38
				..... CHECK TOTAL	1,060.37
101382	12/22	INLAND DETROIT DIESEL	520-09-50106-341-000	11/10-TD PARTS/MATER	230.15
			520-09-50106-341-000	10/10-TD PARTS/MATER	230.15
			630-09-50101-393-000	11/10-SE PARTS/MATER	121.10
			520-09-50106-341-000	11/10-DRUM DEPOSIT	50.00
			520-09-50106-341-000	10/10-DRUM DEPOSIT	50.00
			520-09-50106-341-000	11/10-TD DRUM DEPOSIT	100.00CR
				..... CHECK TOTAL	581.40
101383	12/22	CHIEF CORPORATION	110-02-52109-365-000	DRUG TEST B	54.56
101384	12/22	BATTERIES PLUS LLC	630-09-50101-393-000	12/10 SE BATTERIES &	151.00
101385	12/22	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	SPECIALIZED TRANSIT	14,167.00
			520-09-50301-258-000	WEEKEND DISPATCH	576.00
				..... CHECK TOTAL	14,743.00
101386	12/22	JOE'S CARPET SERVICE	110-01-51801-243-000	CARPET CLEANING	4,644.00
			110-01-51801-243-000	UPHOLSTERY CLEANING	1,650.00
			 CHECK TOTAL	6,294.00

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101387	12/22	OFFICEMAX	110-01-50901-311-000	12/10 AS #1683 OFFC	398.74
			110-03-53103-311-000	12/10 ST #1673 OFFC	209.14
			110-02-52103-311-000	12/10 PD #1675 OFFC	197.56
			110-03-53103-311-000	12/10 ST #1670 OFFC	110.06
			501-09-50101-311-000	12/10 PW #1685 OFFC	85.93
			110-01-50301-311-000	12/10 FD #1687 OFFC	77.43
			521-09-50101-311-000	12/10 AR #1686 OFFC	56.20
			110-01-51901-311-000	12/10 CT #1672 OFFC	49.80
			110-01-51701-311-000	12/10 CD #1677 OFFC	24.19
			110-02-52201-311-000	12/10 FD #1679 OFFC	19.07
			110-01-51306-311-000	12/10 CT #1678 OFFC	14.68
			110-02-52201-311-000	12/10 FD #1684 OFFC	12.39
				..... CHECK TOTAL	1,255.19
101388	12/22	ALFRED BENESCH & COMPANY	448-11-50901-589-000	14TH AVE-ENG SERVICE	1,602.14
101389	12/22	SWARTZ NURSERY & GARDEN SHOP	407-11-51001-353-000	TREES INSTALLED	1,476.00
101390	12/22	PAT'S SERVICES, INC.	205-03-53119-282-000	11/10-PORTABLE TOILE	65.80
101391	12/22	FIREFIGHTER'S DAUGHTERS	110-02-52204-383-000	BICYCLE BOTTLE	1,792.75
			110-02-52204-383-000	DOG TAG	1,537.40
			..... CHECK TOTAL	3,330.15	
101392	12/22	PROBUILD	286-06-50302-259-000	#5206358 MATERIALS	1,268.91
101393	12/22	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	12/24/10 B GARRETT	125.26
101394	12/22	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	11/10-PET FOOD & SUP	115.95
			110-02-52103-381-000	11/10-PET FOOD & SUP	79.60
			..... CHECK TOTAL	195.55	
101395	12/22	T-MOBILE	631-09-50101-226-000	11/8-12/7/10-WIRELES	42.40
101396	12/22	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	12/10 FD PARTS/MATER	92.00
101397	12/22	US SIDING & TRIM, LLC	286-06-50302-259-000	#5206375 GUTTERS	1,400.00
101398	12/22	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	12/10 COUPON REDMPT	236.00
			501-09-50102-219-000	12/10 RETAIL INCNTV	9.44
			501-09-50102-219-000	12/10 POSTAGE	2.06
			501-09-50102-219-000	12/10 PER CHECK FEE	1.50
			501-09-50102-219-000	12/10 POSTAGE FEE	1.32
		 CHECK TOTAL	250.32	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101399	12/22	FLORIDA MICRO	110-01-51102-539-000	PATCH PANELS	300.84
101400	12/22	LIBERTY BUILDERS, LLC	284-06-50205-259-000	#5206314 - DRAW #2	10,000.00
			284-06-50206-259-000	#5206296 DRAW #2	8,888.45
			284-06-50205-259-000	#5206314 - CO #6	2,707.00
			217-06-51605-259-000	#5206296 DRAW #2	1,111.55
				..... CHECK TOTAL	22,707.00
101401	12/22	BASSO BUILDERS, INC.	284-06-50207-259-000	#5206330 - CO #7	6,950.00
			284-06-50208-259-000	#5206324 - CO #3	2,685.00
			284-06-50208-259-000	#5206324 - CO #4	1,868.75
			284-06-50207-259-000	#5206342 CONSTRUCT	850.18
				..... CHECK TOTAL	12,353.93
101402	12/22	AECOM TECHNICAL SERVICES INC	403-11-51007-219-000	10/10 GRANT PREPARTN	387.45
101403	12/22	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	11/10 CT-COPY CHGS	566.12
			110-01-50101-232-000	8/10 CT-COPY CHGS	516.88
			110-01-50101-232-000	9/10 CT-COPY CHGS	327.82
			110-01-50101-232-000	10/10 CT-COPY CHGS	313.64
			110-02-52101-232-000	12/10 PD-SERVICE AGR	181.44
			501-09-50101-232-000	12/10 PW-COLOR COPIE	85.00
			110-02-52601-232-000	12/10 DH-MAINT. AGRE	74.52
			110-01-51303-232-000	12/10 PE-SERVICE AGR	66.96
			110-01-51301-232-000	12/10 AD-SERVICE AGR	66.96
			501-09-50101-232-000	11/10 PW-OVERAGE CHG	64.94
			631-09-50101-232-000	12/10 PW-COLOR COPIE	50.00
			110-03-53101-232-000	12/10 PW-COPIER SERV	50.00
			521-09-50101-232-000	12/10 AR-SERVICE AGR	37.80
			520-09-50301-232-000	12/10 TD-SERVICE AGR	34.67
			110-01-52001-232-000	12/10 MC-COPIER MNT	33.48
			110-01-50301-232-000	12/10 LE-COPIER MNT	33.48
			501-09-50105-232-000	12/10 ST-COPIER SERV	13.50
			110-03-53103-232-000	12/10 ST-COPIER SERV	13.50
			110-01-50901-232-000	11/10 AS-OVERAGE CHG	9.98
			501-09-50105-232-000	11/10 ST-OVERAGES	1.08
			110-03-53103-232-000	11/10 ST-OVERAGES	1.08
				..... CHECK TOTAL	2,542.85
101404	12/22	POOL PRO OF WISCONSIN, INC	405-11-51008-589-000	POOL ANTI-ENTRAPMENT	4,275.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101405	12/22	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	12/10-TIRE RECYCLING	1,744.05
101406	12/22	HUMANA CLAIMS	611-09-50101-155-527	12/20/10 MED CLAIMS	156,996.97
			611-09-50101-155-527	12/21/10 MED CLAIMS	31,055.11
			611-09-50101-155-527	12/20/10 PHARMACY	20,672.45
			611-09-50101-155-527	12/17/10 MED CLAIMS	7,002.40
			611-09-50101-155-527	12/21/10 PHARMACY	6,913.46
			611-09-50101-155-527	12/17/10 PHARMACY	4,135.69
			611-09-50101-155-527	11/10 SUBROGATE FEES	3,654.64
			611-09-50101-155-524	11/10 SHARED SAVINGS	1,353.25
			611-09-50101-155-527	11/10 FINANCE RECOV	15,531.47CR
				..... CHECK TOTAL	216,252.50
101407	12/22	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	11/10 OT JANITORIAL	60.00
101408	12/22	PAUL CONWAY SHIELDS	110-02-52206-367-000	11/10-BOOTS/TURNOUT	329.50
101409	12/22	HILLSIDE TRUE VALUE	110-02-52203-344-000	11/10-FD MISC. SUPPL	89.95
			110-02-52206-344-000	11/10-FD MISC. SUPPL	66.74
			520-09-50201-347-000	11/10-TD MISC. SUPPL	30.41
			524-05-50101-246-000	11/10-PA MISC. SUPPL	26.89
			110-02-52203-357-000	11/10-FD MISC. SUPP	6.97
			520-09-50201-317-000	11/10-TD MISC. SUPPL	5.39
			206-02-52205-344-000	11/10-FD MISC. SUPPL	2.68
				..... CHECK TOTAL	229.03
101410	12/22	TREES "R" US, INC.	501-09-50106-219-000	LAWN TREE PRUNING	23,799.42
101411	12/22	HUMANA INSURANCE CO	611-00-16250-000-000	01/11 MED PREM	73,697.04
			611-00-16250-000-000	01/11 ADMINISTRATION	30,642.84
			611-00-16250-000-000	01/11 COMMISSION	5,030.64
			611-00-16250-000-000	01/11 DENTAL PREM	3,693.25
			611-09-50101-155-525	12/10 ADJ	4.25CR
			611-09-50101-155-518	12/10 ADJ	33.38CR
			611-00-16250-000-000	01/11 OUTSID COALTN	78.12CR
			611-09-50101-155-517	12/10 ADJ	80.28CR
				..... CHECK TOTAL	112,867.74
101412	12/22	US CELLULAR	205-03-53118-226-000	11/10 WA-CELL SERVC	7.40
			205-03-53118-226-000	11/10 WA-CELL AIRTM	4.66
			 CHECK TOTAL	12.06

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101413	12/22	WISCONSIN HYDRAULICS	630-09-50101-393-000	CONTROL VALVE	438.10
			630-09-50101-393-000	TIRE ROD	298.10
				..... CHECK TOTAL	736.20
101414	12/22	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/24/10 L SAYLOR	34.04
101415	12/22	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	12/24/10 CHRISTERSN	112.66
101416	12/22	TEAM INTEL	110-02-52102-365-000	2GB THUMB DRIVE	168.00
101417	12/22	JENSEN TOWING	110-02-52103-219-000	11/10 10-163583 TOW	45.00
			110-02-52103-219-000	11/10 10-175789 TOW	25.00
				..... CHECK TOTAL	70.00
101418	12/22	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	12/10-SE PARTS/LABOR	295.80
			630-09-50101-393-000	11/10-SE#2711 PARTS/	265.98
			630-09-50101-393-000	12/10-SE#288 ALT PAR	215.98
			630-09-50101-393-000	12/10-SE#167 STA PAR	160.91
			630-09-50101-393-000	12/10-SE#287 ALT PAR	160.65
			630-09-50101-393-000	12/10-SE PARTS/LABOR	148.14
			630-09-50101-393-000	12/10-SE#286 ALT PAR	137.74
			630-09-50101-393-000	12/10-SE #289 ALT PA	91.09
				..... CHECK TOTAL	1,476.29
101419	12/22	BOUTERSE CONSTRUCTION, INC.	286-06-50302-259-000	35206362 GRADE	910.00
101420	12/22	FASTENAL COMPANY	110-03-53103-344-000	12/10 ST TOOLS OR MA	108.08
			110-03-53103-344-000	11/10 ST TOOLS OR MA	98.28
			110-03-53116-389-000	12/10 ST TOOLS OR MA	86.24
			110-03-53103-344-000	12/10 ST TOOLS OR MA	54.60
			630-09-50101-393-000	12/10 SE #2506 TOOLS	3.26
				..... CHECK TOTAL	350.46
101421	12/22	CDW-G	110-01-51102-539-000	11/10 WIN SERV/DCAL	1,947.50
101422	12/22	LAKESIDE CLEANERS	110-02-52203-259-000	11/10 LAUNDRY SERVIC	1,066.40
101423	12/22	HANSMANN PRINTING	110-02-52103-311-000	11/10 PD-BC,OT,TOW	811.00
101424	12/22	J EWENS DESIGN INC	520-09-50201-347-000	11/10-TD FARE DECALS	360.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101425	12/22	AT&T	110-01-51801-225-000	11/10 653-8297	36.32
101426	12/22	NORTHLAND EQUIPMENT	630-09-50101-393-000	11/10-FURNISH PARTS/	592.66
101427	12/22	STATE BAR OF WISCONSIN	110-01-50301-322-000	11/10 VOL II CIVIL	57.96
101428	12/22	MENARDS (KENOSHA)	520-09-50201-347-000	11/10-TD MERCHANDISE	283.20
			110-05-55109-249-000	11/10-PA MERCHANDISE	255.79
			110-03-53107-389-000	11/10-ST MERCHANDISE	217.80
			110-05-55109-249-000	11/10-PA MERCHANDISE	76.66
			110-01-51801-389-000	11/10-MB MERCHANDISE	59.40
			110-02-52203-369-000	11/10-FD#4 MERCHANDI	43.93
			521-09-50101-375-000	11/10-AR MERCHANDISE	38.97
			205-03-53119-357-000	11/10-ST MERCHANDISE	11.97
			110-03-53116-389-000	11/10-WA MERCHANDISE	11.88
			110-02-52206-369-000	11/10-FD#1 MERCHANDI	11.78
			521-09-50101-344-000	11/10-AR MERCHANDISE	11.66
			110-03-53110-389-000	11/10-ST MERCHANDISE	10.40
			521-09-50101-344-000	11/10-AR RETURN MERC	2.67CR
				..... CHECK TOTAL	1,030.77
101429	12/22	J & J BEARING & TRUCK, INC	630-09-50101-393-000	11/10-REPLACEMENT PA	113.28
101430	12/22	SUTPHEN CORPORATION	110-02-52203-344-000	11/10 PARTS/SERVICE	482.60
101431	12/22	JMB & ASSOCIATES	110-02-52203-246-000	ANNUAL CALIBRATION	443.48
101432	12/22	WIS SCTF	110-00-21581-000-000	12/24/10 HRLY DEDCT	1,148.00
			110-00-21581-000-000	12/24/10 SAL DEDUCT	373.06
				..... CHECK TOTAL	1,521.06
101433	12/22	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	12/24/10 J PETRILLO	139.82
101434	12/22	TALL GUY PRODUCTIONS	110-01-51102-233-000	11/10 WEBSITE MAINT	112.50
101435	12/22	ARAMARK	110-01-51801-246-000	11/10 MB CLEAN ENTRA	98.28
			520-09-50202-246-000	11/10 TD ENTRANCE MA	41.64
			110-03-53116-246-000	11/10 WA ENTRANCE MA	37.76
			110-05-55109-246-000	11/10 PA ENTRANCE MA	15.12
			632-09-50101-246-000	11/10 SE ENTRANCE MA	15.10
			 CHECK TOTAL	207.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101436	12/22	PARCEL & BUSINESS SOLUTIONS	206-02-52205-235-000	11/10 FD UPS SERVICE	380.45
			110-01-51306-312-000	11/10 FD UPS SERVICE	139.25
			110-03-53110-389-000	11/10 ST UPS SERVICE	75.90
			520-09-50301-311-000	11/10 TD UPS SERVICE	13.89
			110-03-53103-389-000	11/10 ST UPS SERVICE	11.89
				..... CHECK TOTAL	621.38
101437	12/22	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	11/10-SECURITY CHECK	70.00
101438	12/22	WHOLESALE DIRECT INC	630-09-50101-393-000	11/10-SE#2061 PARTS/	126.55
101439	12/22	FABCO RENTS	501-09-50105-282-000	12/10 ST EQUIPMENT R	1,006.50
101440	12/22	MIDWEST GRAPHICS SERVICES	110-03-53101-311-000	11/10-PW NO PARK SGN	120.00
101441	12/22	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	11/10 FD EXTERMINATI	161.00
			520-09-50202-246-000	11/10 TD EXTERMINATI	55.00
			110-01-51801-246-000	11/10 MB EXTERMINATI	32.00
			110-05-55109-246-000	11/10 PA EXTERMINATI	26.00
			110-03-53116-246-000	11/10 WA EXTERMINATI	25.00
			520-09-50401-246-000	11/10 TD EXTERMINATI	24.00
			520-09-50202-246-000	11/10 TD EXTERMINATI	24.00
			110-02-52110-246-000	11/10 PD EXTERMINATI	23.00
				..... CHECK TOTAL	370.00
101442	12/22	GESTRA ENGINEERING INC	409-11-51003-589-000	QUALITY ASSURANCE	1,797.00
101443	12/22	AZAR L.L.C.	110-09-56501-259-000	RAZING-1607 50TH ST	10,744.00
101444	12/22	LAKESIDE OIL	520-09-50106-341-000	12/10-DIESEL FUEL	20,483.83
101445	12/22	PIEPER ELECTRIC	520-09-50401-246-000	ANNUAL INSPECTION	4,125.00
101446	12/22	AIRGAS NORTH CENTRAL	632-09-50101-389-000	11/10 SE-INDSTL GAS	119.19
			206-02-52205-389-000	12/10 FD#4 OXYGEN CY	81.22
			206-02-52205-389-000	11/10 FD#3 OXYGEN CY	69.93
			520-09-50201-317-000	11/10 TD-INDSTL GAS	49.32
			206-02-52205-389-000	12/10 FD#5 OXYGEN CY	46.19
			110-05-55109-235-000	11/10 PA-INDSTL GAS	45.21
			206-02-52205-344-000	11/10 FD#7 OXYGEN CY	36.99
			206-02-52205-389-000	11/10 FD#4 OXYGEN CY	32.88
			206-02-52205-344-000	11/10 FD#4 OXYGEN CY	20.55
			206-02-52205-389-000	11/10 FD#5 OXYGEN CY	16.44
			206-02-52205-389-000	11/10 FD#3 OXYGEN CY	16.44
			521-09-50101-344-000	11/10 AR-INDSTL GAS	12.33
			 CHECK TOTAL	546.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101447	12/22	JANI-KING OF MILWAUKEE	633-09-50101-243-000	12/10-JANITORIAL SER	1,084.00
101448	12/22	ERO-TEX	501-09-50105-344-000 501-09-50105-344-000	EROSION-CONTR FABRIC BIODEGRADABLE STAKES CHECK TOTAL	1,345.00 150.00 1,495.00
101449	12/22	AURORA MEDICAL GROUP	520-09-50101-216-000	11/10 SCREENS	40.00
101450	12/22	IOD INCORPORATED	110-02-52102-219-000	11/10 10-171576 REC	16.40
101451	12/22	KOHN LAW FIRM S.C.	110-00-21581-000-000	12/24/10 D LARSON	426.34
101452	12/22	COVELLI, RICHARD	110-00-44709-000-000	BARTENDER LICENSE	50.00
101453	12/22	SALDANA, MICHAEL	110-00-44709-000-000	BARTENDER LICENSE	50.00
101454	12/22	MUTCHLER, VINCENT L.	110-09-56405-166-000	12/15-1/15/11 PPD	1,092.00
101455	12/22	DESCHLER, STEVEN H.	110-09-56405-166-000	11/30-12/27/10 PPD	1,128.00
101456	12/22	VILLALOBO, TONY	110-00-21556-000-000	REISSUE CK 93448	67.27
101457	12/22	RAZAA, LATEEF	110-09-56405-166-000	11/08-12/08/10 PPD	1,222.00
101458	12/22	PRECISE AUTO BODY INC	206-02-52205-711-000	REPAIR MED 3	2,729.52
101459	12/29	CROWN TROPHY OF KENOSHA	110-02-52203-389-000	PLAQUE ENGRAVING	44.55
101460	12/29	BINDELLI BROTHERS, INC	110-09-56501-259-569 110-09-56501-259-569	12/10 1925 45 ST 12/10 704 75 ST CHECK TOTAL	176.00 80.00 256.00
101461	12/29	ACCUTEMP MECHANICAL INC	633-09-50101-241-000	PREVENTATIVE MAINT.	620.00
101462	12/29	WISCONSIN STEAM CLEANER	110-05-55109-235-000	MAINT PRESSURE WASHE	594.40
101463	12/29	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000	11/10-SE PARTS/MATER 11/10-SE PARTS/MATER CHECK TOTAL	93.35 48.58 141.93

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101464	12/29	CHESTER ELECTRONICS SUPPLY	110-02-52103-369-000	12/10 PD PARTS & MAT	149.96
101465	12/29	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	12/10-ST ELECTRICAL	39.33
101466	12/29	GENERAL COMMUNICATIONS, INC.	110-03-53103-231-000	12/10-ST MISC. ITEMS	355.00
			110-03-53103-231-000	12/10-ST MISC. ITEMS	355.00
				..... CHECK TOTAL	710.00
101467	12/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/31/10 CITY SAL	49,317.52
			110-00-21562-000-000	12/31/10 CITY HRLY	15,363.25
			110-00-21562-000-000	12/31/10 LIBRARY SAL	8,177.50
			110-00-21562-000-000	12/31/10 WATER SAL	7,727.50
			110-00-21562-000-000	12/31/10 WATER HRLY	4,229.85
			110-00-21562-000-000	12/31/10 MUSEUM HRLY	115.00
				..... CHECK TOTAL	84,930.62
101468	12/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	12/31/10 CITY HRLY	3,632.98
			110-00-21553-000-000	12/31/10 CITY SAL	1,714.44
			110-00-21553-000-000	12/31/10 WATER HRLY	1,632.80
			110-00-21553-000-000	12/31/10 WATER SAL	530.66
			110-00-21553-000-000	12/31/10 MUSEUM HRLY	81.64
				..... CHECK TOTAL	7,592.52
101469	12/29	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	11/10 PRISONER MAINT	2,067.00
101470	12/29	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	12/31/10 CITY HRLY	88.01
			110-00-21541-000-000	12/31/10 MUSEUM HRLY	55.18
			110-00-21541-000-000	12/31/10 WATER HRLY	44.20
				..... CHECK TOTAL	187.39
101471	12/29	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	11/10-#10-174355 LAB	49.60
			110-09-56405-161-000	10/21/10 D RADANDT	10.65
				..... CHECK TOTAL	60.25
101472	12/29	KENOSHA NEWS	110-01-51101-326-000	11/30 FN-ANIMAL CNTL	78.67
101473	12/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	12/31/10 SAL DEDUCT	95,673.00
101474	12/29	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	10/13-11/11 AMECHE	170.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101475	12/29	RODE'S CAMERA	110-02-52601-388-000	CANON SX13015	199.95
101476	12/29	SCHULTZ, JAMES M.	110-02-52601-323-000	REG FEE 12/02/10	129.00
			110-02-52601-323-000	BATH FAN DUCTING	49.00
				..... CHECK TOTAL	178.00
101477	12/29	TRAFFIC & PARKING CONTROL CO	110-03-53109-711-000	TRAF SIGN CONTROLLER	8,425.00
101478	12/29	VAN'S GAS SERVICE INC	110-03-53103-355-000	PROPANE GAS	39.20
101479	12/29	WILLKOMM INC., JERRY	630-09-50101-392-000	12/10-SE DIESEL FUEL	19,565.23
101480	12/29	WE ENERGIES	758-09-50106-259-850	4/05-11/10 UTILITIES	262.98
			461-11-51001-581-000	4702 36TH AVE-UTILS	23.54
				..... CHECK TOTAL	286.52
101481	12/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	12/31/10 H TOLBERT	199.59
101482	12/29	MED ALLIANCE GROUP	206-02-52205-318-000	EZ IO NEEDLES	511.11
101483	12/29	REINDERS INC.	110-05-55109-249-000	12/10-PA PARTS/SERVI	801.36
101484	12/29	KENOSHA WATER UTILITY	758-09-50110-259-850	8/22-10/20 WATER	16.48
101485	12/29	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	MACE WITH HOLDERS	2,024.78
			110-02-52103-365-000	MACE WITH HOLDERS	1,832.24
			110-02-52103-365-000	10/10 FURNISH EQUIPM	611.96
			110-02-52103-369-000	GUN RACK	259.00
				..... CHECK TOTAL	4,727.98
101486	12/29	WEST GROUP	110-01-50301-322-000	11/10-SUBSCRIPTIONS	871.25
			110-01-50301-322-000	11/10-SUBSCRIPTIONS	118.75
				..... CHECK TOTAL	990.00
101487	12/29	FABCO EQUIPMENT, INC.	630-09-50101-393-000	12/10 SE PARTS & MAT	116.00
101488	12/29	KENOSHA WATER UTILITY	110-03-53107-131-250	12/4/10 SNOWPLOWING	814.97
			110-03-53107-131-250	12/4/10 SNOWPLOWING	568.14
			 CHECK TOTAL	1,383.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101489	12/29	BATTERIES PLUS LLC	110-02-52203-369-000	12/10 FD BATTERIES &	110.99
			110-02-52203-369-000	12/10 FD BATTERIES &	56.99
			110-02-52206-344-000	12/10 FD BATTERIES &	3.98
			110-02-52204-344-000	12/10 FD BATTERIES &	3.98
				..... CHECK TOTAL	175.94
101490	12/29	AT&T	206-02-52205-227-000	12/10-1/09 DS1 SERVI	900.00
			206-02-52205-227-000	12/10-1/09 DS1 SERVI	585.77
				..... CHECK TOTAL	1,485.77
101491	12/29	TENUTA'S DELICATESSEN	110-01-51301-263-000	LUNCH TRANSIT NOW	52.63
101492	12/29	CHASE BANK KENOSHA	110-00-21513-000-000	12/24/10 HRLY DEDCT	53,319.95
			110-00-21612-000-000	12/24/10 HRLY DEDCT	14,732.86
			110-00-21511-000-000	12/24/10 HRLY DEDCT	14,732.86
			110-00-21614-000-000	12/24/10 HRLY DEDCT	6,194.31
			110-00-21514-000-000	12/24/10 HRLY DEDCT	6,194.11
				..... CHECK TOTAL	95,174.09
101493	12/29	AT&T	110-01-51801-227-000	11/28-12/27/10 MAIN	3,839.46
			110-01-51801-225-000	11/28-12/27/10 MAIN	729.05
			110-00-14401-000-000	11/28-12/27/10 MAIN	297.99
			110-00-15202-000-000	11/28-12/27/10 MAIN	243.02
			520-09-50301-227-000	11/28-12/27/10 MAIN	199.71
			110-05-55109-227-000	11/28-12/27/10 MAIN	164.71
			110-03-53103-227-000	11/28-12/27/10 MAIN	139.37
			521-09-50101-227-000	11/28-12/27/10 MAIN	113.36
			110-03-53103-225-000	11/28-12/27/10 MAIN	93.91
			632-09-50101-227-000	11/28-12/27/10 MAIN	76.02
			520-09-50401-227-000	11/28-12/27/10 MAIN	63.35
			501-09-50101-227-000	11/28-12/27/10 MAIN	63.35
			110-02-52110-227-000	11/28-12/27/10 MAIN	60.34
			110-02-52108-225-000	11/28-12/27/10 MAIN	54.25
			520-09-50301-225-000	11/28-12/27/10 MAIN	52.33
			632-09-50101-225-000	11/28-12/27/10 MAIN	40.22
			110-03-53116-227-000	11/28-12/27/10 MAIN	38.01
			524-05-50101-227-000	11/28-12/27/10 MAIN	37.34
			110-02-52103-227-000	11/28-12/27/10 MAIN	35.00
			110-05-55109-225-000	11/28-12/27/10 MAIN	26.20
			206-02-52205-227-000	11/28-12/27/10 MAIN	25.34
			520-09-50401-227-000	11/28-12/27/10 MAIN	19.13
			110-02-52110-225-000	11/28-12/27/10 MAIN	14.98
			110-05-55111-227-000	11/28-12/27/10 MAIN	12.67
			110-02-52203-227-000	11/28-12/27/10 MAIN	12.67
			520-09-50301-327-000	11/28-12/27/10 MAIN	12.00
			110-03-53116-225-000	11/28-12/27/10 MAIN	11.63
			521-09-50101-225-000	11/28-12/27/10 MAIN	6.75
			501-09-50101-225-000	11/28-12/27/10 MAIN	5.85
			524-05-50101-225-000	11/28-12/27/10 MAIN	4.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-225-000	11/28-12/27/10 MAIN	.89
			206-02-52205-227-000	11/28-12/27/10 MAIN	.70
				..... CHECK TOTAL	6,494.08
101494	12/29	AT&T	524-05-50101-227-000	12/10-01/09 657-3107	64.56
			110-02-52110-225-000	12/10-01/09 657-3937	61.91
			110-02-52201-225-000	12/10-01/09 657-6133	33.53
			521-09-50101-225-000	12/10-01/09 658-0870	32.43
				..... CHECK TOTAL	192.43
101495	12/29	THREE T'S TRUCKING INC	463-11-50801-589-000	HAULING DEBRIS	4,383.25
101496	12/29	ZILSKE LAW FIRM S C	110-09-56405-212-000	12/25/09 D GAEDE	1,537.50
			110-09-56405-212-000	4/16/07 J BELLER	283.50
				..... CHECK TOTAL	1,821.00
101497	12/29	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	12/31/10 SAL DEDUCT	4,150.00
101498	12/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	12/31/10 SAL DEDUCT	10,650.75
101499	12/29	SWARTZ NURSERY & GARDEN SHOP	407-11-51001-353-000	11/10-TREES INSTALLE	153.00
101500	12/29	HOLLAND SUPPLY, INC.	630-09-50101-393-000	12/10-CE HYDRAULIC F	519.60
			630-09-50101-393-000	12/10-CE HYDRAULIC F	86.40
			501-09-50104-344-000	12/10-SW HYDRAULIC F	78.79
				..... CHECK TOTAL	684.79
101501	12/29	KPSOA	110-00-21552-000-000	12/31/10 SAL DEDUCT	875.00
101502	12/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	12/31/10 SAL DEDUCT	8,394.84
101503	12/29	LOCAL 168	110-00-21551-000-000	12/31/10 SAL DEDUCT	59.00
101504	12/29	UTILITY SALES & SERVICE	110-05-55109-219-000	ANNUAL INSP #2357	454.83
101505	12/29	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	12/31/10 B GARRETT	109.40
101506	12/29	CCP INDUSTRIES INC.	630-09-50101-393-000	LUBRICANT	176.51
			632-09-50101-382-000	SKIN CONDITIONER	28.95
			 CHECK TOTAL	205.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101507	12/29	INTERSPIRO	110-02-52203-235-000	12/10-FD SCBA PARTS	579.32
101508	12/29	NAPA AUTO PARTS CO.	630-09-50101-393-000	11/10 CE PARTS/FILTE	1,573.70
			110-02-52203-344-000	11/10 FD PARTS/FILTE	702.28
			520-09-50201-347-000	11/10 TD PARTS/FILTE	607.57
			110-03-53103-389-000	11/10 ST PARTS/FILTE	292.37
			206-02-52205-344-000	11/10 FD PARTS/FILTE	238.07
			110-03-53103-344-000	11/10 ST PARTS/FILTE	121.12
			521-09-50101-375-000	11/10 AR PARTS/FILTE	84.69
			110-02-52204-344-000	11/10 FD PARTS/FILTE	71.13
			632-09-50101-389-000	11/10 SE PARTS/FILTE	19.43
			520-09-50201-317-000	11/10 TD PARTS/FILTE	16.24
			110-05-55109-344-000	11/10 PA PARTS/FILTE	2.83
				..... CHECK TOTAL	3,729.43
101509	12/29	ACCURATE PRINTING CO., INC.	110-02-52601-311-000	12/10 DH-REPAIR/CUT	606.00
101510	12/29	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	12/10 ST-MERCHANDISE	2,180.00
			501-09-50105-355-000	12/10 ST-MERCHANDISE	1,634.00
			501-09-50105-355-000	11/10 ST-MERCHANDISE	457.50
			501-09-50105-355-000	11/10 ST-MERCHANDISE	327.50
			501-09-50105-355-000	11/10 ST-MERCHANDISE	110.00
				..... CHECK TOTAL	4,709.00
101511	12/29	COMMERCIAL OFFICE INTERIORS	110-02-52203-369-000	DAYROOM CHAIRS	4,200.00
101512	12/29	MG TRUST COMPANY	761-09-50101-151-000	12/10 PIRO/RIMKUS	278.71
			761-00-21599-000-000	12/10 PIRO/RIMKUS	278.71
				..... CHECK TOTAL	557.42
101513	12/29	M B PROMOTIONS	110-02-52110-311-000	MINI FLYER	635.52
101514	12/29	AECOM TECHNICAL SERVICES INC	492-11-50301-219-000	10/10 SERVICES	10,453.85
			493-11-50101-219-000	10/10 SERVICES	4,710.57
			420-11-50804-219-000	10/13-11/12 SERVICES	3,139.73
			492-11-50101-589-000	10/10 PARRONE SITE I	1,516.56
			492-11-50401-219-000	10/10 SERVICES	408.33
				..... CHECK TOTAL	20,229.04
101515	12/29	LIBERTY BUILDERS, LLC	284-06-50206-259-000	#5206773 - DRAW #3	25,734.65
			284-06-50205-259-000	#5206776 - DRAW #3	25,133.88
				..... CHECK TOTAL	50,868.53

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101516	12/29	CICCHINI ASPHALT LLC	401-11-51001-585-000	FINAL-RESURFACING PH	20,689.66
101517	12/29	JAMES IMAGING SYSTEMS, INC.	110-02-52103-232-000	7-12/10 COPY BASE	330.48
101518	12/29	LEE PLOMBING, INC.	110-01-51801-246-000	12/10-MB HVAC, PLUMB	105.00
			110-00-44803-000-000	PERMIT 723 58 ST	40.00
				..... CHECK TOTAL	145.00
101519	12/29	LAKESIDE INTERNATIONAL TRUCK	110-03-53109-344-000	REPAIR UNIT 2396	1,404.42
101520	12/29	DROPRITE TREE & LANDSCAPE	401-11-51004-586-000	SIDEWALK/TREE REMVL	2,929.00
			401-11-51004-586-000	SIDEWALK/TREE REMVL	2,863.50
			401-11-51004-586-000	SIDEWALK/TREE RMVL	1,008.00
				..... CHECK TOTAL	6,800.50
101521	12/29	US CELLULAR	206-02-52205-226-000	12/10 FD-CELL SERVC	154.85
			110-03-53103-226-000	12/10 ST-CELL AIRTM	133.00
			206-02-52205-226-000	12/10 FD-CELL AIRTM	31.25
			110-05-55109-226-000	12/10 PA-CELL AIRTM	28.64
			110-02-52103-226-000	12/10 PD-CELL AIRTM	22.19
			206-02-52205-226-000	12/10 CAR 3 CHARGER	21.99
			110-03-53103-226-000	12/10 ST-CELL SERVC	18.50
			110-02-52103-226-000	12/10 PD-CELL SERVC	18.50
			110-02-52108-226-000	12/10 PD-CELL AIRTM	15.33
			110-02-52109-226-000	12/10 PD-CELL SERVC	14.80
			110-02-52101-226-000	12/10 PD-CELL AIRTM	13.02
			110-02-52102-226-000	12/10 PD-CELL SERVC	11.10
			110-02-52101-226-000	12/10 PD-CELL SERVC	11.10
			110-05-55101-226-000	12/10 PA-CELL AIRTM	10.79
			632-09-50101-226-000	12/10 SE-CELL SERVC	7.40
			205-03-53118-226-000	12/10 WA-CELL SERVC	7.40
			110-05-55109-226-000	12/10 PA-CELL SERVC	7.40
			110-02-52109-226-000	12/10 PD-CELL AIRTM	6.71
			205-03-53119-226-000	12/10 ST-CELL AIRTM	3.92
			520-09-50401-226-000	12/10 TD-CELL SERVC	3.70
			205-03-53119-226-000	12/10 ST-CELL SERVC	3.70
			110-05-55111-226-000	12/10 PA-CELL SERVC	3.70
			110-05-55102-226-000	12/10 PA-CELL SERVC	3.70
			110-05-55101-226-000	12/10 PA-CELL SERVC	3.70
			110-02-52108-226-000	12/10 PD-CELL SERVC	3.70
			205-03-53118-226-000	12/10 WA-CELL AIRTM	3.55
			110-02-52102-226-000	12/10 PD-CELL AIRTM	2.12
			110-05-55111-226-000	12/10 PA-CELL AIRTM	1.60
			632-09-50101-226-000	12/10 SE-CELL AIRTM	1.58
			110-05-55102-226-000	12/10 PA-CELL AIRTM	.79
			520-09-50401-226-000	12/10 TD-CELL AIRTM	.14
				..... CHECK TOTAL	569.87

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101522	12/29	HEALTHSTAT	611-09-50101-155-504	11/10 MID-LVL PROVD	12,840.00
			611-09-50101-155-504	11/10 PROGRAM ADMIN	4,852.40
			611-09-50101-155-504	11/10 REF LAB FEE	1,512.98
			611-09-50101-155-504	9/29/10-9/28/12 CLIA	200.00
			..... CHECK TOTAL	19,405.38	
101523	12/29	PROFESSIONAL PAINTING CO LLC	403-11-50904-589-000	WASH BAY PAINTING	6,355.80
			403-11-50904-589-000	WASH BAY PAINTING	706.20
			..... CHECK TOTAL	7,062.00	
101524	12/29	DK CONTRACTORS	403-11-51002-588-000	FINAL-STORM SEWER RE	13,536.65
101525	12/29	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/31/10 L SAYLOR	25.72
101526	12/29	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	12/31/10 CHRISTERSN	124.55
101527	12/29	JW CARPENTRY & CONSTRUCTION	253-06-50444-259-000	#5206011 4219 24 AV	5,000.00
			463-11-50601-589-000	4219 24 AVE-REHAB	187.00
			..... CHECK TOTAL	5,187.00	
101528	12/29	LETVEN, ESTHER	761-09-50101-219-000	DIRECT PLAN 1 & 2	637.50
			761-09-50101-219-000	DIRECT PLAN 1 & 2	112.50
			..... CHECK TOTAL	750.00	
101529	12/29	JP MORGAN CHASE	611-09-50101-155-518	1-6/10 COBRA PREM	1,974.88
101530	12/29	MALSACK, J	110-09-56501-259-566	12/10 1516 69TH SNOW	178.60
			110-09-56501-259-566	12/10 7618 6TH SNOW	160.55
			110-09-56501-259-566	12/10 5525 8TH SNOW	153.42
			110-09-56501-259-566	12/10 2214 50TH SNOW	144.40
			110-09-56501-259-566	12/10 1402 56TH SNOW	139.89
			110-09-56501-259-566	12/10 6203 12TH SNOW	135.37
			110-09-56501-259-566	12/10 2002 61ST SNOW	117.32
			110-09-56501-259-566	12/10 6317 11TH SNOW	58.90
			110-09-56501-259-566	12/10 4508 80TH SNOW	58.66
			110-09-56501-259-566	12/10 6517 28TH SNOW	52.25
			110-09-56501-259-566	12/10 1618 74TH SNOW	49.64
			110-09-56501-259-566	12/10 2013 61ST SNOW	45.12
			110-09-56501-259-566	12/10 6020 12TH SNOW	45.12
			110-09-56501-259-566	12/10 6013 12TH SNOW	40.61
			110-09-56501-259-566	12/10 6513 28TH SNOW	36.10
			110-09-56501-259-566	12/10 6410 26TH SNOW	36.10
			110-09-56501-259-566	12/10 6730/32 20TH	36.10
			110-09-56501-259-566	12/10 2023 74TH SNOW	36.10
			110-09-56501-259-566	12/10 2025 74TH SNOW	36.10
			110-09-56501-259-566	12/10 1113 61ST SNOW	33.25
			110-09-56501-259-566	12/10 6514 28TH SNOW	27.07
			110-09-56501-259-566	12/10 8058 47TH SNOW	22.56
			..... CHECK TOTAL	1,643.23	

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101531	12/29	REMY BATTERY CO., INC.	630-09-50101-393-000	12/10-SE BATTERIES	873.92
101532	12/29	KIEFT BROTHERS INC.	501-09-50105-359-000	12/10-STORM SEWER PI	9,078.00
101533	12/29	DIAMOND BUSINESS GRAPHICS	110-01-51101-311-000	PURCHASE ORDERS	616.35
101534	12/29	LETTERING MACHINE	110-02-52206-367-000	12/10 SHIRTS	114.00
			110-02-52206-367-000	12/10 POLO CLOTHING	22.00
				..... CHECK TOTAL	136.00
101535	12/29	KNIGHT-BARRY TITLE, INC.	110-00-12103-000-000	2010 TAX 4702 36 AV	494.44
101536	12/29	MILWAUKEE 2-WAY INC.	422-11-50901-579-000	INSTALL RADIO SYSTEM	20,480.00
101537	12/29	HUCKSTORF DIESEL INC.	630-09-50101-393-000	12/10-SE#2453 PARTS/	1,128.09
101538	12/29	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	5 RETIREE PLAQUES	315.00
101539	12/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	12/31/10 B MIFFLIN	419.00
			110-00-21581-000-000	12/31/10 H DARBY	283.00
				..... CHECK TOTAL	702.00
101540	12/29	CENTRAL SAW AND MOWER	501-09-50106-361-000	CHAINSAW REPAIR	120.36
101541	12/29	HANSMANN PRINTING	110-02-52201-311-000	9/10 KFD-BUS CARDS	58.00
			110-01-51901-311-000	3/10 CREDIT/PRICING	9.00CR
				..... CHECK TOTAL	49.00
101542	12/29	FORCE AMERICA	630-09-50101-393-000	12/10 SE PARTS/MATER	329.81
101543	12/29	MENARDS (KENOSHA)	110-05-55109-249-000	12/10-PA MERCHANDISE	77.14
			110-02-52103-365-000	12/10-PD MERCHANDISE	26.90
			110-05-55109-249-000	12/10-PA MERCHANDISE	26.03
			205-03-53119-389-000	12/10-ST MERCHANDISE	25.80
			110-03-53109-361-000	12/10-ST MERCHANDISE	24.98
			110-02-52103-365-000	11/10-PD MERCHANDISE	23.94
			110-02-52103-365-000	12/10-PD MERCHANDISE	22.58
			110-03-53107-389-000	12/10-ST MERCHANDISE	20.90
			110-05-55106-246-000	11/10-PA MERCHANDISE	17.47
			110-03-53107-389-000	11/10-ST MERCHANDISE	15.76
			110-01-51801-389-000	12/10-MB MERCHANDISE	10.14
				..... CHECK TOTAL	291.64

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101544	12/29	PAYNE & DOLAN	409-11-51004-589-000	EST 7-39TH AVENUE PR	13,999.96
			409-11-51010-589-000	EST 6-27TH ST. PROJ.	2,768.63
				..... CHECK TOTAL	16,768.59
101545	12/29	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE-2 DAYS	300.00
101546	12/29	WIS SCTF	110-00-21581-000-000	12/31/10 SAL DEDUCT	7,784.20
			110-00-21581-000-000	12/31/10 HRLY DEDCT	1,063.02
				..... CHECK TOTAL	8,847.22
101547	12/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	12/31/10 M RIVERA	278.00
			110-00-21581-000-000	12/31/10 J PETRILLO	139.82
				..... CHECK TOTAL	417.82
101548	12/29	WIS DEPT OF REVENUE	761-09-56507-259-000	10-12/10 SALES TAX	136.92
101549	12/29	AUTO GLASS SPECIALISTS, INC.	110-02-52203-344-000	12/10 FD GLASS & ACC	247.90
101550	12/29	TIME WARNER CABLE	110-01-51102-233-000	12/9-1/8/11-FD BROAD	74.95
101551	12/29	NORTHERN SAFETY CO INC	110-03-53116-389-000	COATED GLOVES	429.12
			110-03-53116-389-000	WORK GLOVES	372.40
			110-03-53116-389-000	EAR PLUGS	199.00
				..... CHECK TOTAL	1,000.52
101552	12/29	SCHEHD, R.C. & ASSOCIATES	463-11-50601-589-000	1111 58 ST REHAB	375.00
101553	12/29	PROCESSWORKS INC.	110-00-21578-000-000	12/21/10 CHECK REG	5,229.40
			110-00-21578-000-000	12/28/10 CHECK REG	1,174.14
				..... CHECK TOTAL	6,403.54
101554	12/29	CONSERVATION CLUB OF	110-02-52107-289-000	RANGE USAGE 4-11/10	300.00
101555	12/29	INTERNATIOANL ASSOC OF	110-00-16250-000-000	2011 DUES-M HIGGINS	175.00
101556	12/29	RIMKUS, JASON	761-09-50101-111-000	12/16-31/10 SERVICES	1,787.18
			761-00-21514-000-000	12/16-31/10 SERVICES	25.91CR
			761-00-21599-000-000	12/16-31/10 SERVICES	89.36CR
			761-00-21512-000-000	12/16-31/10 SERVICES	98.70CR
			761-00-21511-000-000	12/16-31/10 SERVICES	110.81CR
			761-00-21513-000-000	12/16-31/10 SERVICES	187.00CR
				..... CHECK TOTAL	1,275.40

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101557	12/29	PIRO, RALPH	761-09-50101-111-000	12/16-31/10 SERVICES	846.96
			761-00-21514-000-000	12/16-31/10 SERVICES	12.28CR
			761-00-21512-000-000	12/16-31/10 SERVICES	33.80CR
			761-00-21513-000-000	12/16-31/10 SERVICES	49.00CR
			761-00-21599-000-000	12/16-31/10 SERVICES	50.00CR
			761-00-21511-000-000	12/16-31/10 SERVICES	52.51CR
				..... CHECK TOTAL	649.37
101558	12/29	SIGNATURE FENCING, LLC	110-05-55108-369-000	TRAD FENCE PANEL	1,636.45
			110-05-55108-368-000	FENCE HARDWARE	377.50
				..... CHECK TOTAL	2,013.95
101559	12/29	GRAEF	405-11-50707-589-000	ARCHITECTURAL SERV	2,639.50
101560	12/29	RED THE UNIFORM TAILOR	110-02-52103-367-000	12/10 POLICE UNIFORM	295.70
			110-02-52206-367-000	12/10 FD UNIFORMS	212.85
			110-02-52103-367-000	10/10 POLICE UNIFORM	179.00
			110-02-52206-367-000	12/10 FD UNIFORMS	142.95
			110-02-52206-367-000	12/10 FD UNIFORMS	141.90
			110-02-52103-367-000	12/10 POLICE UNIFORM	108.10
			110-02-52108-367-000	WHISTLES	94.80
			110-02-52103-367-000	12/10 POLICE UNIFORM	89.50
			110-02-52206-367-000	12/10 FD UNIFORMS	70.95
				..... CHECK TOTAL	1,335.75
101561	12/29	L & S ELECTRIC	110-05-55111-235-000	REPAIR MOTOR	3,387.78
101562	12/29	EASTON, GEORGE H	110-01-52001-219-000	SUB JUDGE-4 DAYS	600.00
101563	12/29	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	10/26/10 A JURGENS	221.85
			110-09-56405-161-000	10/21/10 D RADANDT	182.75
				..... CHECK TOTAL	404.60
101564	12/29	AURORA HEALTH CARE	110-09-56405-161-000	10/20/10 D VANDUYN	199.76
			110-09-56405-161-000	10/21/10 J PETRILLO	199.76
				..... CHECK TOTAL	399.52
101565	12/29	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	8/18/10 W FOSTER	185.12
101566	12/29	KOHN LAW FIRM S.C.	110-00-21581-000-000	12/31/10 D LARSON	160.28

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101567	12/29	AGUIRRE, MIGUEL	110-00-44203-000-000	CLASS B BEER LIQUOR	393.00
101568	12/29	RINALDI, LAUREN	110-00-44709-000-000	BARTENDER LICENSE	50.00
101569	12/29	BERRY, JEREMIE	110-00-44709-000-000	BARTENDER LICENSE	50.00
101570	12/29	RAIMONDE, MARY	110-00-46394-000-000	APPLIANCE STICKER	15.00
101571	12/29	CRACKER BARREL OLD COUNTRY	409-11-51003-589-000	7015 122ND AV-AGRMT	49,750.00
101572	12/29	NELSON, MELISSA	110-00-21109-000-000	COURT PMT #V573408	1.20
101573	12/29	GRAY, LINDA	110-00-47122-000-000	CANCEL RENTL-6/12/11	190.00
101574	12/29	ORTIZ, ANTONIO	110-00-21905-000-000	ORIBILETTI-12/11/10	100.00
101575	12/29	KRISTOFFERSEN, PAUL	110-00-21905-000-000	BEACH HOUSE-12/12/10	100.00
101576	12/29	FIELD, KRYSTAL	110-00-21109-000-000	OPC ID F1948493	55.00
101577	12/29	SWIM, SHAWN D	110-00-21902-000-000	FINE OVERPAY#1197768	177.00
101578	12/29	KREWSON, SHARON	110-01-51701-261-000	10/26-12/17 189 MILE	94.50
101579	12/29	BRYDGES, WILLIAM	110-00-21511-000-000	6 MOS TAX TABLE ADJ	204.30
			110-00-21514-000-000	6 MOS TAX TABLE ADJ	47.82
				..... CHECK TOTAL	252.12
101580	12/29	SILVA JR., PETER	110-00-21514-000-000	5 MOS TAX TABLE ADJ	39.83
101581	12/29	HIGGINS, MICHAEL	110-01-50901-261-000	2/16-9/14 168 MILES	84.00
101582	12/29	HILLESLAND, RICHARD	110-02-52601-261-000	12/10 405 MILES	202.50
			110-02-52601-226-000	11/10 CELLPHONE	14.68
				..... CHECK TOTAL	217.18
101583	12/29	MIKOLAS, KEVIN	110-02-52601-261-000	11/10 495 MILES	247.50
101584	12/29	ROHDE, GAIL M	110-00-21511-000-000	2 MOS TAX TABLE ADJ	68.12
			110-00-21514-000-000	2 MOS TAX TABLE ADJ	15.94
				..... CHECK TOTAL	84.06

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101585	12/29	THOMPkins, TIMOTHY	110-01-51303-261-000	11/30-12/21 256 MILE	128.00
101586	12/29	WIENKE, DANIEL	110-01-51303-144-000	FALL 2010 TUITION	2,000.00
101587	12/29	GASTALDI, VIAN	110-09-56405-161-000	12/17/10 IME MILEAGE	31.91
101588	12/29	LARSON, STEVE	110-02-52103-365-000	SUPPLIES-KEY CABINET	82.49
101589	12/29	MCNEELY, RYAN	110-01-51303-144-000	FALL 2010 TUITION	674.42
101590	12/29	ANTARAMIAN, EDWARD	110-00-21511-000-000	6 MOS TAX TABLE ADJ	204.36
			110-00-21514-000-000	6 MOS TAX TABLE ADJ	47.76
				..... CHECK TOTAL	252.12
101591	12/29	BRNAK, CATHY	110-00-21511-000-000	6 MOS TAX TABLE ADJ	204.30
			110-00-21514-000-000	6 MOS TAX TABLE ADJ	47.82
				..... CHECK TOTAL	252.12
101592	12/29	SCHUPPE, JAMES	110-01-51303-144-000	FALL 2010 TUITION	432.00
101593	12/29	JACOBS, PHILIP	110-00-21513-000-000	FED/STATE TAX ADJ	280.46
			110-00-21512-000-000	FED/STATE TAX ADJ	71.42
			110-00-21514-000-000	FED/STATE TAX ADJ	31.87
				..... CHECK TOTAL	383.75
GRAND TOTAL FOR PERIOD *****					3,046,302.21

**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

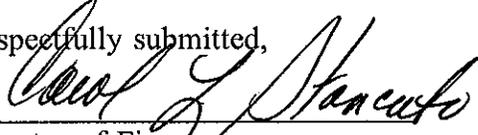
PLUS:

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

TOTAL DISBURSEMENTS APPROVED 4,961,508.48

David Bogdala	Daniel Prozanski Jr.
Katherine Marks	Eric Haugaard
Tod Ohnstad	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: 

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 FD 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

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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

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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

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Street Division C-4
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

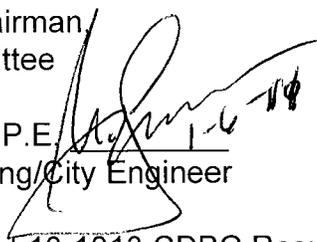
DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

January 6, 2011

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E. 
Director of Engineering/City Engineer

Subject: Acceptance of Project 10-1013 CDBG Resurfacing

Location: 69th Street - 26th Avenue to 22nd Avenue, 69th Street - 22nd Avenue to 20th Avenue, 69th Street - 16th Avenue to Railroad, 64th Street - 27th Avenue to 26th Avenue

Please be advised that the above referenced project has been satisfactorily completed by Payne & Dolan, Inc., Kenosha, Wisconsin. This project consisted of removing and replacing concrete curb and gutter, repairing hazardous concrete sidewalk, concrete driveway approaches and handicap ramps, adjusting inlets and utility manholes, installing storm sewer and inlets, resurfacing with hot mixed asphalt and site restoration.

It is recommended that the project be accepted in the final amount of \$469,616.33. Original contract amount was \$453,630.74 plus \$46,369.26 for contingency for a total contract amount of \$500,000.00. Funding was from CDBG.

MML/kjb



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

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

C-5

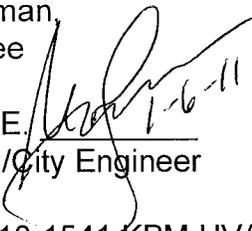
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January 6, 2011

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. 
Director of Engineering/City Engineer

Subject: Acceptance of Project 10-1541 KPM HVAC Rooftop Compressor Replacement

Location: 5500 First Avenue

Please be advised that the above referenced project has been satisfactorily completed by Grunau Company, Inc., Oak Creek, Wisconsin. This project consisted of removing and replacing the rooftop HVAC compressor with Carrier brand to ensure compatibility.

It is recommended that the project be accepted in the final amount of \$36,626.25. Original contract amount was \$36,999.46 plus \$4,500.54 for contingency for a total contract amount of \$41,500.00. Funding was from CIP Line Item MU-10-002.

MML/kjb