

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, February 3, 2014
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held January 22, 2014. Pgs. 1-6
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. Ordinance By the Mayor - To Amend 1.03 A. (of the Code of General Ordinances for the City of Kenosha) regarding Order of Business by Renumbering No. 25 "Reports and Recommendations of Boards and Commissions" as No. 14 and Renumbering Items 14 through 24 as Items 15 through 25. (Also referred to Public Works, Public Safety & Welfare and Licensing/Permit Committees)
- A.2. Ordinance By the Mayor - To Repeal And Recreate Subsection 14.01 B.1.; To Repeal Subsection 14.01 B.5.; And To Renumber Subsection 14.01 B.6. To 14.01 B.5. (of the Code Of General Ordinances for The City Of Kenosha) Regarding Cat Licensing. (Also referred to Licensing/Permit Committee)

TO THE PUBLIC WORKS COMMITTEE

- A.3. Acceptance of Quit Claim Deed from the Town of Somers to Clarify Ownership and Maintenance Responsibility – Sheridan Road Truck Route at Birch Road. (District #1)
- A.4. Acceptance of Quit Claim Deed from the Town of Somers to Clarify Ownership and Maintenance Responsibility – 55th Avenue North of 45th Street. (District #16)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.5. Resolution by the Mayor – To Repeal And Recreate Subsection 11.02 A., To Repeal, Recreate, and Renumber 11.02 T. as Paragraph 11.02 T.1., and To Create Paragraph 11.02 T.2 (of the Code Of General Ordinances for the City of Kenosha) Regarding the Regulation of Bow and Arrow and Crossbow Hunting, and To Repeal and Recreate Subsection 11.06 D. (of the Code Of General Ordinances for the City Of Kenosha) Regarding Concealed Carrying Of Other Weapons Pursuant To A Valid License.

TO THE CITY PLAN COMMISSION

- A.6. Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16)
- A.7. Conditional Use Permit for a tattoo and body piercing establishment to be located at 5712 6th Avenue. (Parker and Barrow) (District #2)

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. 18 Operator's (Bartender's) licenses.
 - b. 0 Transfer of Agent Status of Beer and/or Liquor licenses.
 - c. 3 Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - d. 0 Taxi Driver License(s). Pg. 7
- B.2. Communication from Alderperson Jan Michalski Regarding Proposed Vacant Building Registration Ordinance. Pg. 8

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 applications for new Operator's (Bartender's) licenses, subject to:
- 5 demerit points:
 - a. Aislinn Vega
 - 10 demerit points:
 - b. William Hix
 - 40 demerit points:
 - c. Michelle Dora
 - d. Cory Pugel
 - e. Eva Zavala
 - 45 demerit points:
 - f. Alesandra Lopez
- (L/P – Ayes 4, Noes 0) **HEARING** Pgs. 9-16
- C.2. Approve application of Susan Gold for a new Operator's (Bartender's) license, subject to 85 demerit points. (Referred to L/P 01/22/14) (L/P – Ayes 4, Noes 0) **HEARING** Pgs. 17-24
- C.3. Deny applications for new Operator's (Bartender's) licenses based on material police record and false application:
- a. Raymond Roberts
 - b. Jamie Tegel
- (L/P – Ayes 4, Noes 0) **HEARING** Pgs. 25-30
- C.4. Deny application of Antonio Turner for a new Taxi Driver's license based on material police record. (L/P – Ayes 4, Noes 0) **HEARING** Pgs. 31-34

- C.5. Approve application of Shyamaji Food & Fuel, Inc., James A. Brackney, Agent, for a Class "A" Beer Only License located at 1405-60th Street (Mobil Food Mart), upon surrender of a similar license from H&B Enterprises, Inc., with no adverse recommendations. (District #3) (L/P – Ayes 4, Noes 0) **HEARING** Pgs. 35-40
- C.6. Approve application of Lakeside Players, Inc., Oliver Johnson, Agent, for a Class "B" Beer/"Class B" Liquor License located at 514-56th Street (Rhode Center for the Arts), subject to 40 demerit points. (District #2) (L/P – Ayes 4, Noes 0) **HEARING** Pgs. 41-46
- C.7. Approve application of The Port, LLC, Craig C. Pias, Agent, for a Class "B" Beer/"Class B" Liquor License located at 714-50th Street (Port of Kenosha Beverage House), upon surrender of a similar license from Daniel A. Nicolazzi, with no adverse recommendations. (District #2) (L/P – Ayes 4, Noes 0) **HEARING** Pgs. 47-52
- C.8. Approve application of Windy Hill Equestrian Center, LLC (Black Tie Carriage Service) for a Horse Drawn Vehicle License to be operated in District #2, with no adverse recommendations. (L/P – Ayes 4, Noes 0) **HEARING** Pg. 53

D. ORDINANCES 1st READING

- D.1. By Committee on Public Safety and Welfare - to Amend Section 7.13 D.1. (of the Code of General Ordinances) entitled, "No Left Turns" by Adding No Left Turns on 98th Avenue at the Entrance to Nash Elementary School between the Hours of 7:00 am - 9:00 am and 2:00 pm - 4:00 pm on School Days. (District #17) (PSW- Ayes 5, Noes 0) Pgs. 54-57
- D.2. By Committee on Public Safety and Welfare - to Amend Section 7.12 C (of the Code of General Ordinances) entitled, "Stop Streets" by Adding Stop Signs on 19th Avenue Before Entering the Intersection with 45th Street. (District #6) (PSW – Ayes 5, Noes 0) Pgs. 58-62
- D.3. By Committee on Public Safety and Welfare - to Amend Section 7.12 C (of the Code of General Ordinances) entitled, "Stop Streets" by Adding Stop Signs on 37th Street Before Entering the Intersection with 19th Avenue. (District #6) (PSW - Ayes 5, Noes 0) Pgs. 63-66
- D.4. By Committee on Public Safety and Welfare - to Amend Section 7.12 C (of the Code of General Ordinances) entitled, "Stop Streets" by Adding Stop Signs on 18th Avenue Before Entering the Intersection with 78th Street. (District #13) (PSW - Ayes 5, Noes 0) Pgs. 67-71

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. Resolution By Committee on Finance – To Amend the City of Kenosha Capital Improvement Program for 2013 by Increasing SW13-001 “56th Street Sheridan Road – 13th Avenue” in the amount of \$10,000 and Decreasing SW95-001 “Storm Sewer” in the amount of \$10,000 for a Net Change of \$0. (SWU and Fin. - recommendations pending) Pg. 72-73
- H.2. Resolution By Committee on Finance – To Amend the City of Kenosha Capital Improvement Program for 2012 by Creating SW14-002 “Recreational Water Quality Improvements” in 2012 in the amount of \$164,000 and decreasing SW08-001 “Detention Basin” in the amount of \$164,000 for a Net Change of \$0. (SWU and Fin. - recommendations pending) Pgs. 74-75
- H.3. Resolution By the Mayor - To vacate a portion of the Alley between 20th Avenue and 21st Avenue, south of 48th Street. (Clair/Juliana) (District #7) (CP - Ayes 8, Noes 0; PW - Ayes 6, Noes 0) (Deferred 01/08/14) **PUBLIC HEARING** Pgs. 76-80
- H.4. Resolution By the Mayor - To approve a Three-Lot Certified Survey Map for property located at the corner of 21st Street and 46th Avenue. (Emerson) (District #5) (CP - Ayes 6, Noes 0; PW - recommendation pending) Pgs. 81-93
- H.5. Resolution By the Mayor - To approve a Two-Lot Certified Survey Map for property located at the southeast corner of 52nd Street and 104th Avenue. (Kenall) (District #16) (CP- Ayes 6, Noes 0; PW - recommendation pending) Pgs. 94-105

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approval of Emergency Vehicle Pre-emption System Agreements between the City and the Wisconsin Department of Transportation. (PW & PSW - recommendations pending) Pgs. 106-136

- K.2. Neighborhood Stabilization Program Agreement Between the City of Kenosha and Kenosha Housing Authority for property at 5814-19th Avenue. (District #2) (Fin. - recommendation pending) Pgs. 137-142
- K.3. Agreement by and between The County of Kenosha, Wisconsin and The City of Kenosha, Wisconsin Regarding the Acquisition of 5706-8th Avenue. (District #2) (Fin. - recommendation pending) Pgs. 143-150
- K.4. Contingent Purchase Agreement by and between Gorman & Company, Inc. and The City of Kenosha, Wisconsin Regarding 5706-8th Avenue. (District #2) (Fin. - recommendation pending) Pgs. 151-187

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #1 - \$30,345,907.40. (Fin. - recommendation pending) Pgs. 188-237
- L.2. Change Order for Project 13-1025 56th Street Resurfacing (56th Street – Sheridan Road to 13th Avenue). (District #2) (SWU and Fin. - recommendations pending) Pgs. 238-239

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Award of Contract for Project 12-1421 Simmons Island Boardwalk Phase IA Development (5001-4th Avenue) to H & H Civil Construction (Collins, Wisconsin) in the amount of \$537,500. (District #2) (PW, Park and SWU – recommendations pending) Pg. 240
- M.2. Award of Contract for Project 13-2040 Kenosha Public Museum HVAC Improvements (Phase I) (5500 First Avenue) to Lee Plumbing Mechanical Contractors (Kenosha, Wisconsin) in the amount of \$35,600. (District #2) (Museum Board – Ayes 6, Noes 0; PW – recommendation pending) Pg. 241

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Conditional Use Permit for a Recycling Collection Center to be located at 6000 49th Street. (Kenosha Recycling, Inc.) (District #16) (CP - Ayes 6, Noes 0) **PUBLIC HEARING** Pgs. 242-268

**P. AND SUCH MATTERS AS ARE AUTHORIZED BY LAW OR REGULAR
BUSINESS**

- a. LEGISLATIVE REPORT
- b. MAYOR'S COMMENTS
- c. ALDERPERSON 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
January 22, 2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
January 22, 2014**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided.

The meeting was called to order at 7:19 pm.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Schwartz, Michalski, LaMacchia, Juliana, Mathewson, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Prozanski, Orth, and Bogdala. Alderpersons Ruffolo, Ohnstad, and Downing were excused.

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.

It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held January 8, 2014.

Motion carried unanimously on a voice vote.

Alderman Gordon, Officer Jeff Wamboldt, and Officer Ron Francis presented Gerry Plunkett with a Certificate of Appreciation for his assistance with locating a stolen vehicle in the City of Kenosha.

Eight (8) Citizens spoke during Citizen's Comments: Georgia Kalmbrunn, Diana Kanecki, Lindsay Post, Virginia Hoekstra, Lindsay Muencha, Logan Frank, Greyson St. Martin, Louis Rugani.

A. REFERRALS

TO THE PUBLIC WORKS COMMITTEE

A.1. By the Mayor - Resolution to approve a Two-Lot Certified Survey Map to be located at the southeast corner of 52nd Street and 104th Avenue. (Kenall) (District #16) (Also referred to City Plan Commission)

TO THE CITY PLAN COMMISSION

A.2. By Alderperson Jesse Downing - To Repeal and Recreate Subsection 8.04 A.4; and to Amend Subsection 8.04 F. (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding Certificates of Occupancy.

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

B.1. It was moved by Alderperson Rosenberg, seconded by Alderperson Juliana, to approve:
a. 22 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. 1 application for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.

c. 1 application 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 applications for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried with Alderperson Bogdala not present for the vote.

B.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Gordon to approve: Vicious Dog Declaration Appeal - Misty Cvengros, 1601-57th Street (Maddison, Golden Retriever Mix, Declared Vicious by Kenosha County Division of Health December 16, 2013). A public hearing was held. Mr. Cvengros and Mark Melotik from the Kenosha County Health

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Department spoke.

On roll call vote, motion carried (11-2-1) with Alderpersons Mathewson and Bostrom voting nay and Alderperson Michalski abstaining.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to approve: applications for new Operator's (Bartender's) licenses subject to:

- 0 demerit points:

- a. Tamara Griebel
- b. Marissa Ferguson
- c. Sarah Liebert
- d. Qua'Cheena Jones

- 20 demerit points:

- e. Robert Pauley
- f. Dennis Polzin
- g. Alyssa DeJesus-Colboth

- 25 demerit points:

- h. Matthew Berg
- i. Jorge Valdez

- 30 demerit points:

- j. Kaylyn Vensor

- 40 demerit points:

- k. Tisha Morgan

- 50 demerit points:

- l. Shelby Forrest

- 60 demerit points:

- m. Anisha Popli

- 90 demerit points:

- o. Stephanie Schroeder

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

C.2. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to deny application of Amy Pallen for a new Operator's (Bartender's) license based on material police record. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.3. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to deny application of Brandon Thomas for a new Operator's (Bartender's) license based on material police record. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Juliana, seconded by Alderperson Kennedy to separate votes on items C.4.a. and C.4.b. On a voice vote, motion carried.

C.4.a. It was moved by Alderperson Juliana, seconded by Alderperson Kennedy to send application for Susan Gold for a new Operator's (Bartender's) license back to Licensing/Permit Committee. A hearing was held. Susan Gold was present and spoke. On a voice vote, motion carried.

C.4.b. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to deny application for Brandon Thomas for a new Operator's (Bartender's) license based on material police record. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.5. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to Approve application of Mark Croce for a Taxi Driver's license subject to 10 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried with Alderperson Kennedy not present for the vote.

**COMMON COUNCIL
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Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

C.6. It was moved by Alderperson Schwartz, seconded by Alderperson Michalski to deny application of Modeen Museitef for a new Taxi Driver's license based on non-appearance at meetings and material police record. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Juliana, seconded by Alderperson Orth to Approve application of Sharon Wienke for a Towing Service License located at 6018–26th Avenue (Pro Towing), upon surrender of a similar license from David Glasman (Glasman Towing), with no adverse recommendations. A hearing was held. Sharon Wienke was present and spoke. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

Full text of ordinances are on file in the office of the City Clerk.

F.1. It was moved by Alderperson Mathewson, seconded by Alderperson Bostrom, to deny Ordinance F.1. By Alderperson Jan Michalski, Co-Sponsors: Alderperson Patrick Juliana, Alderperson Scott N. Gordon, Alderperson Curt Wilson – To Create Section 16.152 (of the Code of General Ordinances for the City of Kenosha) Entitled Vacant Building Registry.

F.1.1. It was then moved by Alderperson LaMacchia, seconded by Alderperson Mathewson to open the item up for a public hearing. On a voice vote, motion carried. After much discussion, Alderperson Bogdala called Royce Dubow to the podium to speak.

F.1.2. It was then moved by Alderperson Kennedy, seconded by Alderperson Gordon to remove the words *single family* and add the words *or commercial* after the word *residential* in the last sentence of section B.2. Alderperson Bostrom then made a friendly amendment to add the words *or for lease* after the word *sale* in the last sentence of section B.2. On roll call vote, motion carried (11-3) with Alderpersons Orth, Bogdala, and Mathewson voting nay.

F.1.3. It was then moved by Alderperson Bostrom, seconded by Alderperson Juliana to strike letter E section from the ordinance. On roll call vote, motion tied (7-7). Mayor Bosman voted aye and the tie was broken. Motion carried.

F.1.4. It was then moved by Alderperson Bostrom to add the words *and shall be kept confidential by the department* after the word *persons* in the third sentence of section C. Alderperson Bostrom briefly consulted with the City Attorney and then withdrew his motion.

F.1.5. It was then moved by Alderperson Kennedy, seconded by Alderperson Haugaard to defer the item as already amended for two weeks. On roll call vote, motion tied (7-7). Mayor Bosman voted aye and the tie was broken. Motion carried.

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

Full text of resolutions are on file in the office of the City Clerk.

H.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Gordon to approve Resolutions 7-14 through 12-14. A hearing was held. No one spoke. On roll call vote motion carried unanimously and said resolutions were thereupon approved by the Finance Committee – To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:

Resolution 7-14 - Boarding and Securing - \$8,444.37

Resolution 8-14 - Grass and Weed Cutting - \$14,235.90

Resolution 9-14 - Graffiti Removal (Miscellaneous) - \$175.00

Resolution 10-14 - Property Maintenance Reinspection Fees - \$13,204.00

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
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Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Resolution 11-14 - Trash and Debris Removal - \$1,510.00

Resolution 12-14 - Unpaid Permits - \$1,885.00

H.2. It was moved by Alderperson LaMacchia, seconded by Alderman Juliana to approve Resolution 13-14. A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 13-14

Resolution by the Finance Committee - To Levy Special Assessments (under Authority of Charter Ordinance No. 26, as Amended) upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$5,864.06 for Trash and Debris Removal.

H.3. It was moved by Alderperson Bogdala, seconded by Alderperson Mathewson to approve Resolution 14-14 as amended by the Committee on Public Works striking the last paragraph. Alderperson Bogdala requested that several images be displayed on the monitors for viewing. Alderperson Bogdala then called Ryan Taylor to the podium to speak. On roll call vote, motion carried (12-1) with Alderperson Kennedy voting nay and Alderperson Rosenberg not present for the vote. Said resolution was thereupon approved:

Resolution 14-14

Resolution by Alderperson David F. Bogdala, Co-Sponsors: Alderperson G. John Ruffolo, Alderperson Steve G. Bostrom, Alderperson Kevin E. Mathewson and Alderperson Jesse Downing - To Urge the Mayor to Review the Snow-Removal Guidelines for the City, to Find Sources of Funding for Increased Snow-Removal Operations for 2014, and to Identify a Suitable Location for a Salt Storage Facility for the Western Portions of the City.

H.4. It was then moved by Alderperson Orth, seconded by Alderperson Juliana to defer Resolution by Alderperson Kevin Mathewson – To Require the Creation and Management of an Official City of Kenosha Facebook Page and Twitter Account for thirty (30) days. On roll call vote, motion carried (12-2) with Alderpersons Bogdala and Mathewson voting nay.

At this point Alderperson Haugaard stepped in briefly as acting Mayor.

H.5. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Resolution 15-14. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 15-14

Resolution by the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #16 (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h)1., Wisconsin Statutes) (Project Onyx Phase 2/Amazon).

H.6. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Resolution 16-14. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 16-14

H.6. Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for property at 5508-75th Street (R&G Estates).

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

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve:

K.1. Quit Claim Deed from the City of Kenosha to Kenosha Housing Authority for property at 5814-19th Avenue.

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Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

K.2. Approval of Grant Agreement between the State of Wisconsin Department of Natural Resources and the City of Kenosha Southport Marina Harbor Dredging.

K.3. Development Grant Agreement (Tax Incremental District No. 16-Phase II) between the City of Kenosha, KTR WIS IV LLC and Amazon.com.dedc LLC.

On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve Disbursement Record #24 - \$5,652,885.60. On roll call vote, motion carried unanimously.

At this time the mayor returned to the meeting

L.2. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia to approve Change Order for Project 13-1421 Emerald Ash Borer Phase I.

L.2.1. It was then moved by Alderperson Mathewson, seconded by Alderperson to deny Change Order for Project 13-1421 Emerald Ash Borer Phase I. After a brief discussion, Alderperson Michalski withdrew his original motion to approve. On a roll call vote, motion to deny carried unanimously.

L.3. It was moved by Alderperson Mathewson, seconded by Alderperson Juliana to deny Change Order for Project 12-1027 Epoxy Pavement Markings. On roll call vote, motion carried unanimously.

L.4. It was moved by Alderperson Orth, seconded by Alderperson Juliana to deny Request from John & Kathryn Mirretti to Refund Penalty Fees in the Total Amount of \$802.08 for Permits Associated with a Raze at 4209-5th Avenue. A hearing was held. Kathryn Mirretti was present and spoke. On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. It was moved by Alderperson Orth, seconded by Alderperson LaMacchia to approve Final Acceptance of Project 11-1416 Petzke Park Phase I – Mass Grading & Parking Lot (1700- 29th Street) which has been satisfactorily completed by BCF Construction Corp. (Waukesha, Wisconsin). The final amount of the contract is \$584,766.83.

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 Orth, seconded by Alderperson LaMacchia to approve Conditional Use Permit for a 514,000 s.f. distribution center to be located on Burlington Road, east of 120th Avenue. A public hearing was held. Jeff Zyglar, Vice President of KTR Partners was present and spoke. 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 LaMacchia, to adjourn at 11:00 pm.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
January 22, 2014**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Attest:

**DEBRA L. SALAS
CITY CLERK/TREASURER**

B.1.	February 3, 2014			NO ADVERSE
a.			BARTENDERS	
	First Name	Last Name	Address	Business Name
1	Natalia	Bachmann	3610 121 st St	Stan's
2	Mary	Berger	940 73 rd St	Speedway
3	David	DeSmidt	6709 7 th Ave	
4	Dominic	Gigliotti	3512 Roosevelt Rd	Speedway
5	Samuel	Hybicki	6620 236 th Ave	Buffalo Wild Wings
6	Irma	Jimenez	3221 45 th St	La Hacienda
7	Elaine	LaPoint	5409 52 nd Ave	Guttormsen's Rec
8	Shane	Mendoza	6300 80 th Pl #203	Speedway
9	Joseph	Miller	9626 63 rd St	American Legion
10	Lucia	Mondragon	430 Hull Ct – Waukegan, IL	Billar La Oficina
11	Can	Ngo	2213 65 th St	Good Garden Cafe
12	Nicholas	O'Malley	43320 N. Kenosha Rd.	
13	Jimit	Patel	3839 Blossom Dr – Racine, WI	
14	Megan	Price	330915 th St #2C	
15	Jackie	Pulizzano	822 46 th St	
16	Michelle	Sconzert	2905 Cherry Tree Ct – Racine, WI	Lakeside Players
17	Aaron	Thomas	1817 104 th St #71	Stoneface Bar & Grill
18	Jaelyn	Williams	8213 68 th Ave	Spanky's
	TOTAL =	18		
b.			TRANSFER OF AGENT	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		
c.			SPECIAL CLASS “B”/ “Class B”	
	Event Date	Organization Name	Location of Event	Event
1	05/03/14	Kiwanis Club	Harbor Park	Wisconsin Marathon
2	02/21/14	Knights of Columbus	7400 39 th Ave	Knights of Columbus Fish Fry
3	03/07/14	St. Therese Parish	2020 91 st St	Lenten Fish Fry
	TOTAL =	3		
d.			TAXI DRIVERS	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		

Zimbra**kforsberg@kenosha.org**

vacant bldg. registry ord

From : Jan & Di Michalski <michalski@tds.net>

Tue, Jan 28, 2014 02:26 PM

Subject : vacant bldg. registry ord**To :** cityclerk@kenosha.org

Please pull the vacant building registry ordinance from the next Common Council agenda. I have conferred with the cosponsors. We are in agreement that the ordinance should not be put forward at this time.

Jan Michalski
3rd District

C1C

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
12/9/2013	Michelle Dora		
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140956	6920-35th Ave, Lower	Infusino's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/3/2012	THEFT-WRITTEN LEASE <=\$2500	DISPO PENDING	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="40"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

FOR OFFICE USE ONLY:

adverse 1-27-14
F-MAILED JAN - 8 REC'D CID

License # N140989 Issue Date _____

Beverage Course OK HOLD for Beverage Course Initials Am

Letter removed 1-16-14

APPLICATION

CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE

(§125.17, Wisconsin Statutes, §10.02 C. of the

City of Kenosha Code of General Ordinances)

FEE: \$75.00 (Type 217)

City of Kenosha
625-52nd St, Room 105
Kenosha, WI 53140
262-653-4020

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30th day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Pugel First Name Cory MI W
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth [REDACTED] Sex M Day Phone # 262-744-3968

Home Address 2029 62nd St.

City/State/Zip Kenosha, WI, 53143

Email Address CoryC416@gmail.com

Driver's License or State ID Number [REDACTED]
(Must indicate the state if this is not a Wisconsin DL or ID)

Name of Business Where License is to be Used (If Unknown At This Time, Leave Blank. NOTE: license may only be utilized in the City of Kenosha)

Address of Business Where License is to be Used

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance 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:

Underage Drinking 2010-2011

C.P. Cory Pugel 1/30/14

2. 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, please explain:

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

4. Have you received any traffic citations in Wisconsin or in any other state within the past five 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:

5. Have you, as an adult, 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: _____

Cid

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)

Huhot Mongolian Grill Pleasant Prairie, WI
Divine Divisions Greenfield, WI
Lighthouse Bistro Kenosha, WI

7. List all addresses at which you have lived in the past five years: 2029 62nd St. Kenosha, WI.
1104 27th Ave Kenosha, WI. N Main St. and High St. Racine, WI.
4111 23rd Avenue Kenosha, WI.

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in the foregoing application, and I 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.

Signed: Cory Pugel
APPLICANT'S SIGNATURE

Date: 01/06/2014

APPLICANTS PLEASE READ

NOTICE: If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

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 of 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 consecutive license/permits years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten 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.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five 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 Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

Please file this application and pay the appropriate fee in person.

Revised app by Cory Pugel 1/30/14 February 3, 2014 Pg. 14
Common Council Agenda Item C.1.

CIF

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
12/15/2013	Alesandra Lopez		ID Card Only
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140977	6920-13th Avenue	Speedway	3012-Washington Rd.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/12/2010	OPERATING WITHOUT LICENSE	GUILTY	N	5
4/25/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10
7/16/2012	BATTERY/SIMPLE ASSAULT	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	25	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	45	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to 45 Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

C2

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
12/19/2013	Susan Gold		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140975	6741-235th Ave., Salem, WI	BP Gas	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/31/2009	OPERATING WHILE INTOXICATED (2ND)	DISPO PENDING	Y	
1/31/2009	OPERATING M/V W/ PAC	DISPO PENDING	Y	80
1/31/2009	DRUG/POSSESS MARIJUANA	DISMISSED	N	N/A
1/31/2009	DRUG/PARAPHERNALIA SELL/P	DISMISSED	N	N/A
2/19/2011	OPERATING AFTER REVOCATION	GUILTY	N	10
8/11/2011	OPERATING AFTER REVOCATION	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	110	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	130	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DENY, based on material police record (substantially related to the license activity) & False Application
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?

Yes No If yes, explain:

DUI STATE IL
& WISE

4. 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, result

5. 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 charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No

If yes, state: charge, year, result

5. 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:

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

160 Frolic Ave Waukegan IL
1910 223rd Ave Orlino WI
6741 235th Ave Salem WI

READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so. If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Applicant's Signature:

Dustin Movel

Date:

12/14/13

have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office

(Applicant's Initials)

TREATMENT WAIVER

Client: Susan M. Gold D.O.B. 4-1-61 DL#: G430-7936-1694 Date: September 15, 2009

This document is prepared as waiver of the need for any additional treatment for Ms. Gold at this time. Her driving record reveals (2) DUI offenses (10-5-07 & 1-31-09). She was evaluated by this agency and found to be a significant risk due to symptoms of abuse. She completed the equivalent of a significant risk program on 6-10-09 at Agape Recovery Center in Burlington, Wisconsin per her court agreement. Her treatment discharge Status was categorized as being in "full Compliance" with the program (successful completion). Upon review of her treatment program it appeared that she was not provided an education component. Therefore she enrolled in and completed the Illinois 10 hour education program (see certificate) to bring her Secretary of State requirements up to Illinois standards. Upon completion of her treatment she continued her already established lifestyle adjustments which began after her last DUI offense of 1-31-09. She recognized several factors that contributed to her past irresponsible behavior and has met the consequences respectfully. This entire process forced her to truly examine her behaviors and lifestyle in a serious manner. She made some healthier life choices to adjust her approach and appears to have successfully addressed the issues that supported her past alcohol abuse. She has achieved all treatment goals required for her particular classification of significant risk and her diagnosis of 305.00 Alcohol Abuse. As long as she remains focused on utilizing healthy coping skills, keeps monitoring her values/beliefs to represent stability and sets appropriate boundaries, no further treatment is needed at this time. Her prognosis is "good" and she is identified as a low risk of repeating any alcohol related offenses at this time.

Susan M. Gold
Client

9-15-09
Date

Jim Luchesi
Evaluater

9-15-09
Date

ADDICTIONS ASSOCIATES, INC.

322 Peterson Road
Libertyville, IL. 60048
(847) 549-0083 fax (847) 549-0085

CONTINUING CARE STATUS REPORT

Client: Susan M. Gold

Date: September 15, 2009

DL#: G430-7936-1694

This document is additional verification of her efforts since completing her primary treatment on 6-10-09. Since then Ms. Gold states continuing her focus on improving her thinking and behavior patterns for a healthier future. She recognizes the purpose of evaluating her friends and social contacts for an improved supportive environment. She has taken a responsible approach by choosing abstinence since 1-31-09 (DUI). Given the above developments she is seen as a Low-Risk for repeating any substance related offenses at this time.

Jim Lucchesi
Evaluator

9-15-09
Date

TREATMENT NEEDS ASSESSMENT

Client: Susan M. Gold

D.O.B. 4-1-61

DL#: G430-7936-1694

Date: September 15, 2009

This document provides additional explanation of Ms. Gold's history and course of action up to the present date. This Needs Assessment explored her entire lifestyle, behavior patterns, legal problems and the facts of the events that took place as well as her treatment goals and her ability to stabilize her environment. Her driving record reveals (2) DUI offenses 10-5-07 {IL} & 1-31-09 {WI}. She completed a moderate risk program (10 hrs education & 12 hrs of group) in December 2007 at NICASA agency following her first offense (documents enclosed). After her second offense she completed a treatment program (25 hrs treatment) at Agape Recovery Center in Burlington, Wisconsin as part of her court obligation. In review of her Wisconsin treatment documents (also enclosed) the therapy portion (25 hrs) appears to meet the equivalent of an Illinois significant risk therapy (20 hrs). She completed an Illinois 10 hour education program (certificate enclosed) to bring her overall documentation up to present Secretary of State standards. Her treatment records, her lifestyle and her relationship with alcohol / drugs reveals that her (2) offenses occurred as a consequence to her difficulty in coping with major life stressors. She accumulated several major life stressors over a 2 year period which encompassed her two offenses. Looking at her timeline to learn about her stressors; she was living in Arizona and began having marital problems in the spring 2007 after 27 years of marriage. By July 2007 she physically separated from her husband and returned to Illinois very distraught over this breakup. She took on employment to avoid dealing with this stressful breakup. Work became a coping strategy to her loss of the marriage. On the evening of 10-5-07 she was receiving emotional support from her friends about her struggling life changes. She consumed two glasses of wine and consequently received her 1st DUI arrest. She recognizes being distracted with a variety of emotions that created heavy stress. This stress seemed to block her awareness and decision making to the responsibility of safe driving. With her divorce becoming official in December 2007 and the stress of her legal encounter with the 1st DUI she chose to remain abstinent for (5) months following her 1st offense. This helped her to focus on the legal issues and to reorganize her life after an emotional divorce. Some time in March 2008 she found herself alone with legal problems and feeling depressed about the major life changes occurring. This unpredictable stress led her to return to the use of alcohol. Although her patterns of use were maintained at moderate levels she was using alcohol for social connections and stress release. In September 2008 she received notice of her ex-husband's sudden accidental death in Arizona (motorcycle accident) which devastated her. Given her previous difficulty with handling stress effectively she struggled with this news. Her grief & loss heavily influenced her thinking and behavior. She placed herself at risk once again by receiving her 2nd offense in Wisconsin. She appears to take full ownership for not utilizing good judgment in either case. Her history indicates being a social drinker who primarily utilized alcohol for entertainment purposes. Her patterns of use and identified symptoms provide an indication of a responsible person who maintained fairly healthy limits with alcohol. Considering that 3 of the top 5 major life stressors were occurring simultaneously in her life coupled with her irresponsible behavior pattern, her limited coping strategies and her ability to abuse alcohol, it is conceivable how she could place herself at risk for a 2nd DUI.

She appears to have spread herself too thin and found relief from her stress through the occasional use of alcohol while socially pursuing support of her issues. Her previous familiarity with alcohol afforded her a comfort level (denial) that began to grow into the eventual abuse of alcohol. This was the area of her life where she drifted away from her typical responsible behaviors and placed herself at risk by drinking and driving. After her January 2009 offense she made a serious decision to remain abstinent from alcohol as a commitment to a healthy future. She is establishing better boundaries and developing new goals to improve her direction in life. By utilizing the support from her mother she has rearranged her thinking and approach to stress. Having learned a serious lesson about life in the past 2 years she has put into place a better system of insight so that she monitors and matches her energy level with her expectations. This balance helps her to properly manage her emotions and responsibilities. This restructuring behavior is one of the key components to her successful change. She came to this facility to begin the evaluation process (Uniform Report) in order to attend a hearing for license reinstatement. After assessing her path she was given a good prognosis with no concerns regarding her diagnosis of abuse or the resolution of her past abusive relationship with alcohol. Her treatment experience, court involvement and lessons from her consequences appear to have made a therapeutic impact. This is evidenced in her changed lifestyle, revised value system and improved insight that she continues to experience. Her establishment of consistent abstinence since her offense demonstrates commitment and stability. She is properly classified as a significant risk with a diagnosis of abuse. Her (2) offenses appear to be a representation of a period in her life that became unmanageable with multiple factors involved. She takes full ownership of her actions and understands that her poor choices to handle her life resulted in the unfortunate circumstances of a legal problem as well as the loss of her driving privileges. She also understands that her abusive relationship with alcohol was independent of her (2) DUI offenses. She has achieved all treatment goals required for her condition and diagnosis. Her prognosis is "good" at this time. There is no evidence present that supports the need for any additional treatment at this time.

Susan M. Gold

Client

Date Sept 15 2009

Jim Rucchesi

Evaluator

Date 9-15-09

NAME: GOLD , SUSAN M

PAGE 7

SECTION VI: VERIFICATION AND DISPOSITION

EVALUATOR VERIFICATION

Under penalty of perjury, I affirm that I have accurately summarized the data collected and required in order to complete this evaluation.

EVALUATOR SIGNATURE:

Jim Luccesi

DATE: 9-15-09

49) EVALUATOR NAME: LUCCHESI , JIM A

50) PROGRAM NAME: ADDICTIONS ASSOCIATES
PROGRAM ADDRESS: 322 PETERSON ROAD
LIBERTYVILLE , IL 60048-

PHONE NUMBER: (847)549-0083 DUI PROGRAM LICENSE: A-3222-0001-A

OFFENDER VERIFICATION

The information I have provided for this evaluation is true and correct. I have read the information contained in this alcohol and drug evaluation and its recommendations have been explained.

OFFENDER SIGNATURE:

Susan M. Loel

DATE: Sept 15-09

DISPOSITION

This evaluation may only be released to the Illinois Circuit Court of venue or its court officials as specified by local court rules, to the office of the Secretary of State or to the Illinois Department of Alcoholism and Substance Abuse. Any other release requires the written consent of the DUI offender.

If this evaluation was prepared for the court, send the signed original to the court in accordance with established local court rules or policy.

If this evaluation was prepared for the Secretary of State, give the signed original to the DUI offender so that it may be presented to the hearing officer at the time of the formal or informal hearing.

C3a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
1/15/2014	Raymond Roberts		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141009	5925-6th Ave, #A	The Good Garden Café & Wine Gallery	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/26/2012	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
9/26/2012	OPERATING WHILE INTOXICATED	GUILTY	Y	
1/15/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10
9/6/2013	LIQUOR,LICENSE VIOLATION	BOND FORF	N	20
9/6/2013	LIQUOR,LICENSE VIOLATION	BOND FORF	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	100	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	120	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DEFER, based on material police record (substantially related to the license activity) & False Applic
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

X10VERSES
C3a



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	1-15-14
INITIALS	RAM
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed
 HOLD for Beverage Course

License # 141009
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30th day of June, 2014. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: ROBERTS First Name: RAYMOND MI: K
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 262-308-3278

Home Address: 5925 6th Ave A Kenosha WI 53140
CITY STATE ZIP

Email: raymond.k.roberts@gmail.com
 (correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

Name of Business Where License will be used The Good Garden Cafe and Wine Gallery
 (PLEASE NOTE: license may be utilized in the City of Kenosha only.)

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No
 If yes, state: charge, year, result
OWI - NO CONTEST - 7 months revocation of driver's license

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

-OVER-

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

(SAME) DWI 2012 NO CONTEST PAID FINE

4. 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, result
(SAME) DWI 2012 NO CONTEST PAID FINE

5. 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 charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No

If yes, state: charge, year, result

6. 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:

N/A - self employed
Kenisha Owner Good Garden Cafe and Wine Gallery
Kenisha Owner Phaisus Real Estate and Property Mgmt

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

3025 80th Street Kenosha, WI 53142
8732 2nd Ave, Pleasant Prairie 53158
5925 6th Ave N, Kenosha 53140

READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so. If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Applicant's Signature: [Signature] Date: 15 JAN 2014

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office [Initials]
(Applicant's Initials)

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
1/16/2014	Jamie Tegel		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N141012	5558-33rd Avenue	Charcoal Grille	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/9/2011	VANDALISM/AUTO	GUILTY	Y	20
11/6/2012	DC/DOMESTIC ABUSE	DISPO PENDING	No Charge	N/A
11/15/2012	THEFT FROM VEHICLE \$200+ FELONY	DISPO PENDING	N	100
11/16/2012	CONTEMPT,BAIL JUMPING-FELONY	DISPO PENDING	N	100

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	220
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	240

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DENY, based on material police record (substantially related to the license activity) & False Applic
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

ADVERSE C36



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	1-16-14
INITIALS	JAD
ADVERSE/NO ADV	
LP	
CC	

- Beverage Course Completed
- HOLD for Beverage Course

License # N141012
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30th day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Tegel First Name: Jamie MI: L
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: F Phone: (262) 237-4687

Home Address: 5558 33rd Avenue Ken WI 53144
CITY UPPER STATE ZIP

Email: Tegel_baby1@yahoo.com
(correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

Name of Business Where License will be used Charcoal Grille
(PLEASE NOTE: license may be utilized in the City of Kenosha only.)

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No

If yes, state: charge, year, result
Misdemeanor - can't recall date.

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

WI - 4 days 2013 - ball jumping -
a current case I am currently
resolving with an attorney.

-OVER-

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?

Yes No If yes, explain:

WI - 99

4. 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, result

WI - One pending ticket (\$25.-)

5. 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 charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No

If yes, state: charge, year, result

6. 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:

Have not been employed in about three years. The last place was Big Shots Kiosk.

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

I'm sorry I don't remember my previous address. 2329 Avenue J, 15th Avenue (5008 2329 Ave tower), 1815-15th Avenue.

READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so. If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Applicant's Signature: James J. Szyl

Date: 1/16/14

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office

JJS
(Applicant's Initials)

TAXI DRIVER'S LICENSE

Police Record Report

C4

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/5/2013	Antonio Turner		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
190044	918 English St., Rear, Racine	ANT Transportation	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/14/2011	Disorderly Conduct	Guilty	N	20
*APPLICANT LISTED CHARGES OF BURGLARY, THEFT & ASSAULTS IN TEXAS AND IS CURRENTLY ON PROBATION.				
	FELONY X 5			500

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	520	
Were all offenses listed on the application?		
TOTAL DEMERIT POINTS	520	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

C4

RESTRICTED AND CONFIDENTIAL

Page 2: TURNER, Antonio L.
AKA: N/A

SID #: 03960751

TDCJ-ID #: 639415

ACTIVE DETAINERS: None.

POSSIBLE DETAINERS: None.

PENDING TDCJ-ID COMMITMENTS: None.

VICTIM IMPACT STATEMENT ENCLOSED: Yes () No (X)
N/A

PROTEST LETTERS ENCLOSED: Yes () No (X)

COURT ORDERED VICTIM RESTITUTION SUMMARY: None.

CRIMINAL HISTORY: TP: 4; OP: 0; TR: 1; OR: 0.

JUVENILE:

Detained age 13, Theft, placed in Juvenile Group Home, Escaped. Detained age 15, Theft and Escape, confined to Texas SJTS, released age 16 to parents. Detained age 16, Assault (first fight with juvenile male over a seat at a movie), Disorderly Conduct, and Minor in Possession, released to parents.

ADULT PROBATION:

DATE:	OFFENSE:	SENTENCE:	DISPOSITION:
X 12-87	THEFT OF PROPERTY OVER \$750	4 Years	Revoked 11-88 as portion of first TDCJ-ID incarceration due to new conviction for Burglary of a Habitation.

ADULT INCARCERATIONS:

DATE:	OFFENSE:	SENTENCE:	DISPOSITION:
X 10-88	THEFT OF PROPERTY OVER \$750; BURGLARY OF A HABITATION	5 Years TDCJ-ID #494594	Paroled 6-89. Returned as a Parole Violator to jail custody 10-89 due to a new conviction for Burglary of a Building.
X 10-89	BURGLARY OF A BUILDING	8 Years TDCJ-ID #525674	Transferred to a Pre-Parole Transfer Facility 3-90. Returned as a Pre-Parole Violator 9-90 due to a subsequent conviction for Escape.
X 9-90	ESCAPE	8 Years TDCJ-ID #561834	Paroled 7-91. Returned as a Parole Violator to jail custody 4-21-92 due to new TDCJ-ID conviction for Robbery (Present Offense).
X 4-83	ROBBERY	25 Years TDCJ-ID #639415	Paroled 1-2004. Confined to ISF 6-2004 due to failure to report (2), and Theft \$500 - \$1,500, jail. Released 9-2004. Returned to jail custody as a Parole Violator 10-11-2004 due to new TDCJ-SJ conviction for Evading Arrest / Detention With a Vehicle.
4-2005	EVADING ARREST / DETENTION WITH A VEHICLE	9 Months TDCJ-SJ #639415	Discharged 6-2005.

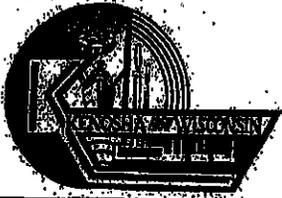
ADDITIONAL INFORMATION:

Records reflect arrests for: Robbery (cannot or will not disclose details), dismissed; Possession of Narcotics, dismissed; Theft of Property > = \$500 < \$1,500, jail; Assault Public Servant (allegedly assaulted two police officers), charge changed to Evading Arrest / Detention With a Vehicle and sentenced to 9 Months TDCJ-SJ.

The offender admits arrests for: Possession of Alcohol by a Minor, fined; Disorderly Conduct (2), jail / fine (2); and Criminal Trespassing, jail / fine.

OFFENSE INFORMATION:

ROBBERY (Eligible): The Offense Report states that on 7-21-92, during the nighttime, in Houston, Texas, the offender entered a Circle-K Convenience Store. The clerk and the victim, Samuel Okafor (adult male, age 35), was waiting on a customer. When the victim opened the cash register to get change for the customer, the offender reached over a counter, and removed an indeterminate amount of money from the cash register. He attempted to flee from the store on foot, but the customer and the victim detained him. There was a struggle and the offender hit the victim and the customer multiple times in the head and forearm. However, the customer and the victim were able to detain the offender until police arrived. He was arrested at the scene, taken to Harris County Jail, and held without bond.



TAXI DRIVER'S LICENSE

Type: 144 Fee: \$30.00

2 809m
9/39
Adverse C4

FILED	11-5-13
INITIALS	LS
ADVERSE/NO ADV	
LP	
CC	

Expires: April 30, 2014

License # ~~765-1157~~
190004

The undersigned requests that a license be granted in accordance with Chapter XIII, Section 13.07 G. of the Code of General Ordinances of the City of Kanosha, and certifies that the following information is true and correct to the best of his/her knowledge.

Last Name: TURNER First Name: ANTONIO MI: L

(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 262-664-1751

Home Address: 919 ENGLISH ST REAR

City/State/Zip: RACINE WI 53402

Email: ANT and ANTONIO TURNER 98 @ YAHOO.COM (correspondence will be via email if address is given)

Driver's License or State ID Number WI STATE NUMBER

Name of Business Where License will be used ANT TRANSPORTATION

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No

If yes, state: charge, year, result
IN TEXAS BURGLARY, THEFT, AND ASSAULTS

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

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

-OVER-

4. 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, result

I WAS NOT PAYING ATTENTION 2011

5. 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 charges pending at this time involving unfair trade practices, unethical conduct, or discrimination? Yes No

If yes, state: charge, year, result

6. 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:

POPEYES FRIED CHICKEN IN RACINE

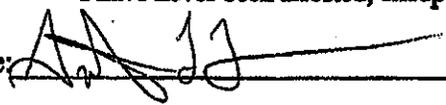
7. List all addresses at which you have lived in the past five (5) years:

501 SHELBOURNE CT 1030 MAY FAIR ROAD, 833 COLLEGE AVE.
PRESENT 918 ENGLISH ST RENT.

8. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

I also certify that:

- I am able to read and write the English language
- I am not addicted to the use of intoxicating liquor or drugs
- I am at least 18 years of age
- I have a valid Wisconsin Driver's License
- I have never been arrested, except as listed above

Applicant's Signature: 

Date: 11-5-13

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office

(Applicant's Initials)

*After filing this application for a Taxi Driver's License with the City Clerk, you must go to the Safety Building at 1000 55th Street to have your picture and fingerprints taken. You must do this Monday through Friday between the hours of 1:00 and 3:00 pm only.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Feb 6 20 14 ending Jan 31st 20 14 ;
ending Jun 30th 20 14

Applicant's Wisconsin Seller's Permit Number: 456-1028253394-02
 Federal Employer Identification Number (FEIN): 46-3976815

LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ 208 -
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 46 -
TOTAL FEE	\$ 254 -

TO THE GOVERNING BODY of the: Town of Village of City of Kenosha
County of Kenosha Aldermanic Dist. No. 3 (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Shyamali Food and Fuel, Inc

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title Name Home Address Post Office & Zip Code
 President/Member Mr. Dhruval Patel 519 Falmouth Way, Schaumburg, IL 60193
 Vice President/Member DEVDATI PATEL 541 DENOSTER ST MOUNT PLEASANT IL 60056
 Secretary/Member _____
 Treasurer/Member _____
 Agent JAMES A BRACKNEY 6405-11AUG KENOSHA WI 53143
 Directors/Managers _____

3. Trade Name mobile food market Business Phone Number 262-654-4404
4. Address of Premises 1405 60th St Post Office & Zip Code Kenosha, WI 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 10/22/13 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) fast food cooler and backroom storage

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (FTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 288-2776] Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), member/manager(s) of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME this 15 day of February, 20 14
 Notary Public - State of Illinois
 My Commission Expires Sep 28, 2016
 My commission expires _____

X Dhruval Patel
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
DEVDATI PATEL
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>1/17/14</u>			
Date license granted	Date license issued	License number issued	
<u>mm</u>			

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE - CHECK ALL THAT APPLY:

<input checked="" type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name Shyamaji Food and File Inc Business Name MOBIL FOOD MART

2. Property Information: Address 1405 60th st. Owner Jagjit S Dhillon

If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building 1400 Assessed value of property 585,000

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 150,000

5. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)

Number of Full Time Employees 2 Number of Part Time Employees 2

6. If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one)

7. Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:

BEER 10% \$20,000

LIQUOR -

FOOD 30% \$20,000

OTHER (specify) 60% Gasoline, Tobacco, Lottery gas-\$95K, 21K Lottery-9K

TOTAL GROSS MONTHLY REVENUE 300,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name: Shyamasi Food and Me Inc Business Name: Mobile food mart
 Property Information: Address: 1405 Galt St Owner: Jagjit Dhillon

8. Explain how the issuance of this license will benefit the City: This is an Exhausting License

9. Explain why the business will have a substantial positive impact upon the surrounding properties: Gas Station
IS surrounded by residential community, They will have one stop
convenience for their Daily needs.

10. Explain why the business have a significant, positive influence on the City economy: _____

11. Has the applicant contacted the alderperson of the district where this business is located? Yes

12. List other factors the Common Council should consider: N/A

Applicant's Signature [Signature]

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

JAGJIT S DHINDSA H&B Enterprises Inc
(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- "Class B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
- "Class A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
- "Class C" Wine

Affiant will surrender said license #(s) 002927140027202 to the City Clerk.

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:

Shyamji Food & Fuel Inc

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # 002927140027202 to the City Clerk

prior to the time a license is issued to Shyamji Food & Fuel Inc (OP)

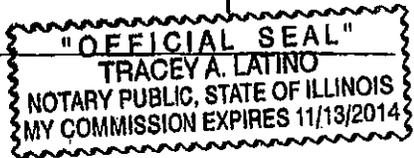
and provide further that a license is granted to Devdatt Patel Shyamji Food & Fuel Inc the person herein designated.

Jagjit S Dhindsa
Individual/Partner/President of Corporation

Partner/Corporate Officer

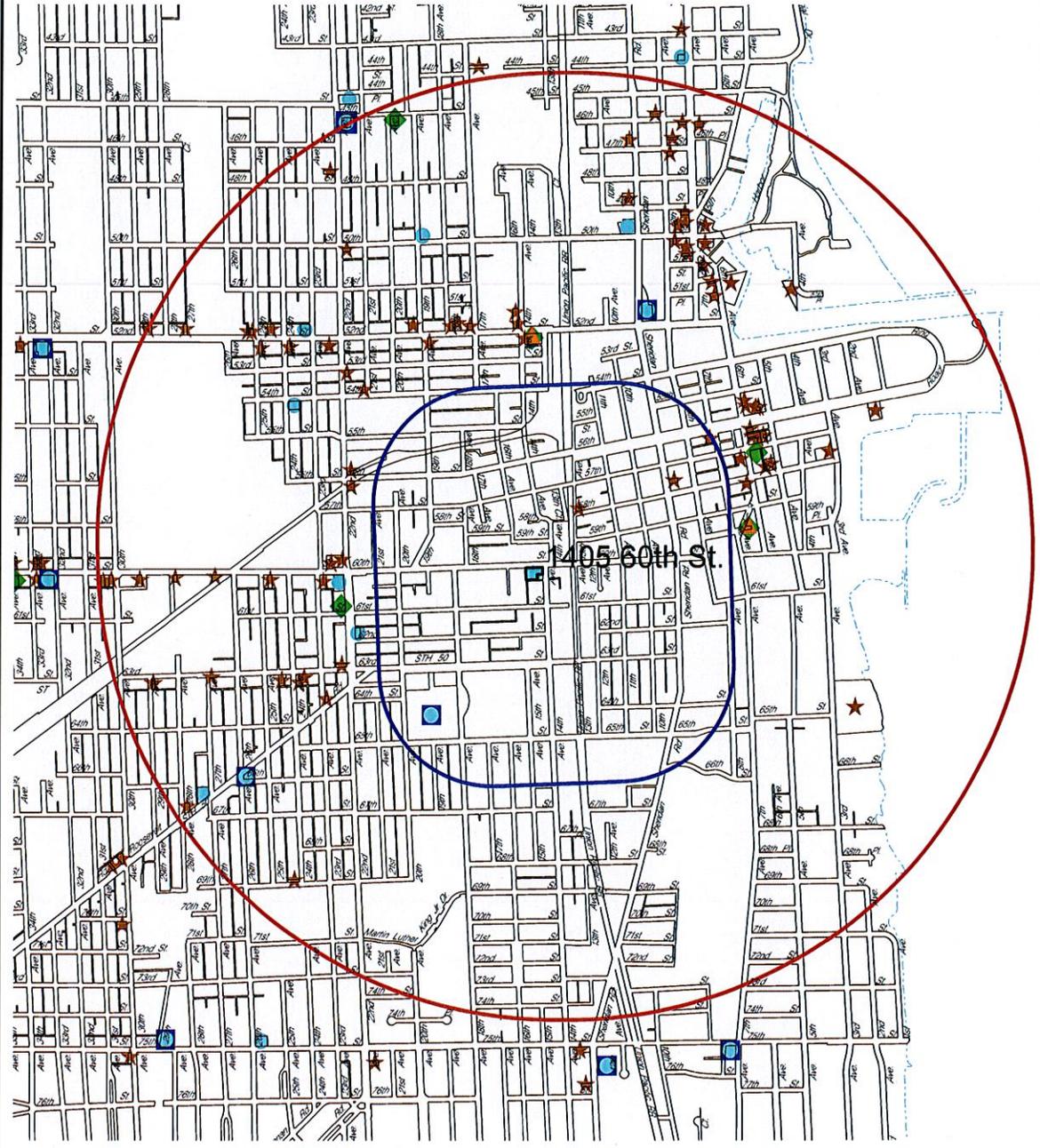
Subscribed and sworn to before me this 15 day of JANUARY, 2014

Tracey A. Latino
Notary Public
Kenosha County, Wisconsin
My Commission Expires: 11-13-14



City of Kenosha

Class "A" Beer Application 1405 60th Street



- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	Class "A"	Class "B"	Class "B" & Class "B"	Class "C"
Residential Districts	0	0	0	3	0
Business Districts	12	4	5	74	2
Other Districts	0	0	0	1	0

6 Block Radius	Class				
	Class "A"	Class "A"	Class "B"	Class "B" & Class "B"	Class "C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	0	4	0
Other Districts	0	0	0	0	0

NORTH

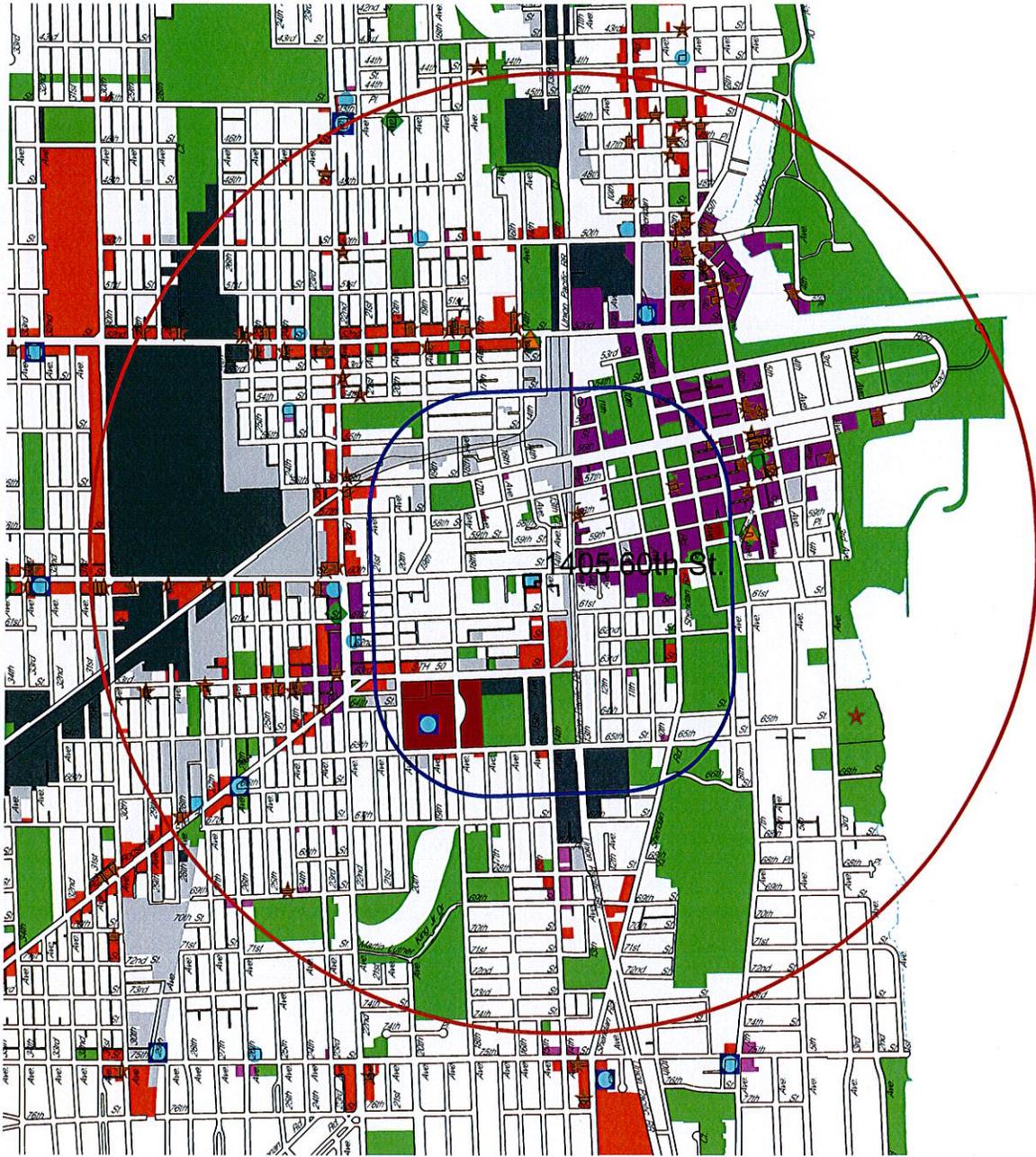


0 1200'



City of Kenosha

Class "A" Beer Application 1405 60th Street



- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential Districts are not colored.

Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

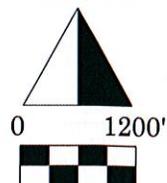
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	Class A.	Class "B"	Class "B" & Class B.	Class C.
Residential Districts	0	0	0	3	0
Business Districts	12	4	5	74	2
Other Districts	0	0	0	1	0

6 Block Radius	Class				
	Class "A"	Class A.	Class "B"	Class "B" & Class B.	Class C.
Residential Districts	0	0	0	0	0
Business Districts	2	1	0	4	0
Other Districts	0	0	0	0	0

NORTH



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Feb 4 20 14 ending June 30 20 14

TO THE GOVERNING BODY of the: [] Town of [] Village of [X] City of KENOSHA

County of KENOSHA Aldermanic Dist. No. 2 (If required by ordinance)

Table with columns: TYPE, FEE. Rows include Class A beer, Class B beer, Class C wine, Class A liquor, Class B liquor, Reserva Class B liquor, Publication fee, TOTAL FEE.

1. The named [] INDIVIDUAL [] PARTNERSHIP [] LIMITED LIABILITY COMPANY [X] CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): LAKESIDE PLAYERS INC.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.

Table with columns: Title, Name, Home Address, Post Office & Zip Code. Rows include President/Member OLIVER JOHNSON, Vice President/Member JENIFER SLIGER, Secretary/Member MACKENZIE RENNERT, Treasurer/Member MARY GREGG, Agent OLIVER JOHNSON, Directors/Managers MACKENZIE RENNERT.

3. Trade Name: RNODE CENTER FOR THE ARTS Business Phone Number: 262-667-7529
4. Address of Premises: 514-5th St. KENOSHA, WI Post Office & Zip Code: 53213

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Completed 1/2014
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?
8. (a) Corporate/limited liability company applicants only: Insert state WI and date Nov 1979 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) ENTIRE PREMISES TO INCLUDE AUDITORIUMS, GALLERIES, LOBBY, CONCESSIONS AND STORAGE CLOSET.

- 10. Legal description (omit if street address is given above): 514-5th St. KENOSHA, WI 53140
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
(b) If yes, under what name was license issued?
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business?
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above?
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME

this 15th day of January, 20 14

Tiffany Cooper (Clerk/Notary Public)

My commission expires 12-20-15

Signatures of Oliver Johnson (President), Mackenzie Rennert (Secretary), and Mary Gregg (Treasurer).

Table with columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk / Deputy Clerk, Date license granted, Date license issued, License number issued.

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE - CHECK ALL THAT APPLY:

<input type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input checked="" type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input checked="" type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name LAKESIDE PLAYERS INC. Business Name RHODE CENTER FOR THE ARTS

2. Property Information: Address 514 Glen St. KENOSHA, WI 53140 Owner LAKESIDE PLAYERS INC.

If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building ~4,500 Assessed value of property \$ 419,377

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 4,330

5. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)

Number of Full Time Employees 0 Number of Part Time Employees 9 (VOLUNTEERS)

6. If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one)

7. Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:

BEER 300

LIQUOR 200

FOOD 500

OTHER (specify) _____

TOTAL GROSS MONTHLY REVENUE \$ 1,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name LAKESIDE PLAYERS INC Business Name RHODE CENTER FOR THE ARTS

Property Information: Address 514 56th St Owner LAKESIDE PLAYERS INC
KENOSHA, WI 53140

8. Explain how the issuance of this license will benefit the City: THE RHODE CENTER IS AN HISTORIC COMMUNITY GEM THAT IS USED FOR PUBLIC ENJOYMENT YEAR-ROUND. PROVIDING BEVERAGE OPTIONS IS MEETING THE DESIRES EXPRESSED BY MANY PATRONS AND POTENTIAL USERS OF OUR FACILITY.

9. Explain why the business will have a substantial positive impact upon the surrounding properties: INCREASED SATISFACTION LEADS TO RETURN PATRONAGE AND OUR PATRONS ARE LIKELY TO SHOP AND DINE IN THE DOWNTOWN AREA.

10. Explain why the business have a significant, positive influence on the City economy: A FACILITY CONDUCTIVE TO ADDITIONAL RENTALS (IE WEDDINGS, PRIVATE EVENTS) IN A HISTORIC PROPERTY ATTRACTS LOCAL AND REGIONAL GUESTS.

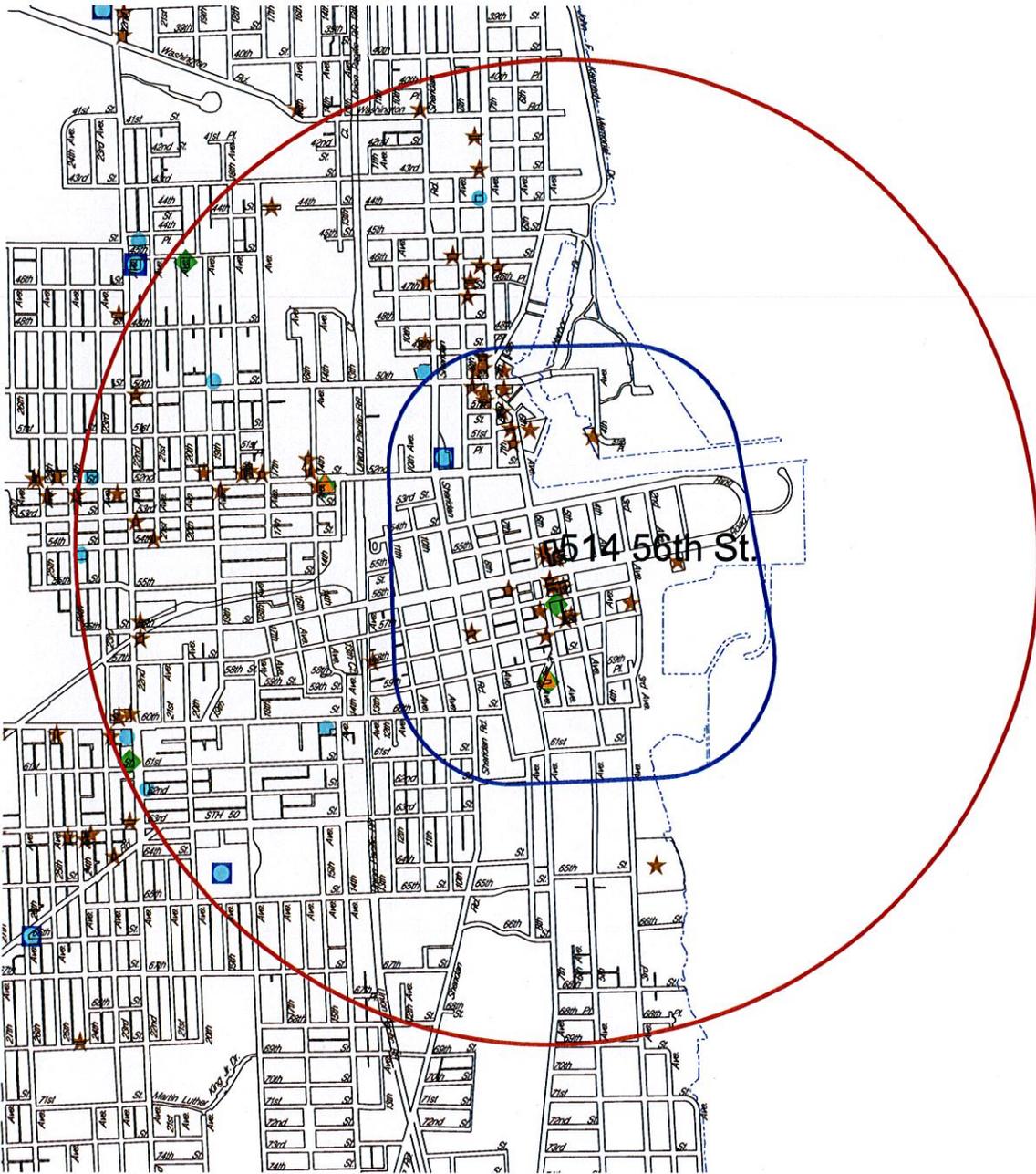
11. Has the applicant contacted the alderperson of the district where this business is located? YES.

12. List other factors the Common Council should consider: TO BETTER COMPETE WITH OTHER FORMS OF ENTERTAINMENT AND TO REMAIN IN ACCORDANCE WITH OTHER THEATRE AND ARTS COMPLEXES ELSEWHERE, AND TO PROVIDE POTENTIAL RENTERS WITH THE SERVICES THEY REQUEST, A FULL SERVICE BAR IS A NATURAL PROGRESSION FOR OUR CAPABLE ORGANIZATION.

Applicant's Signature 

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
514 56th Street



- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"		Class "B"		Class "C"
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	3	0
Business Districts	10	2	5	56	2
Other Districts	0	0	0	1	0

6 Block Radius	Class "A"		Class "B"		Class "C"
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	2	29	1
Other Districts	0	0	0	0	0

NORTH

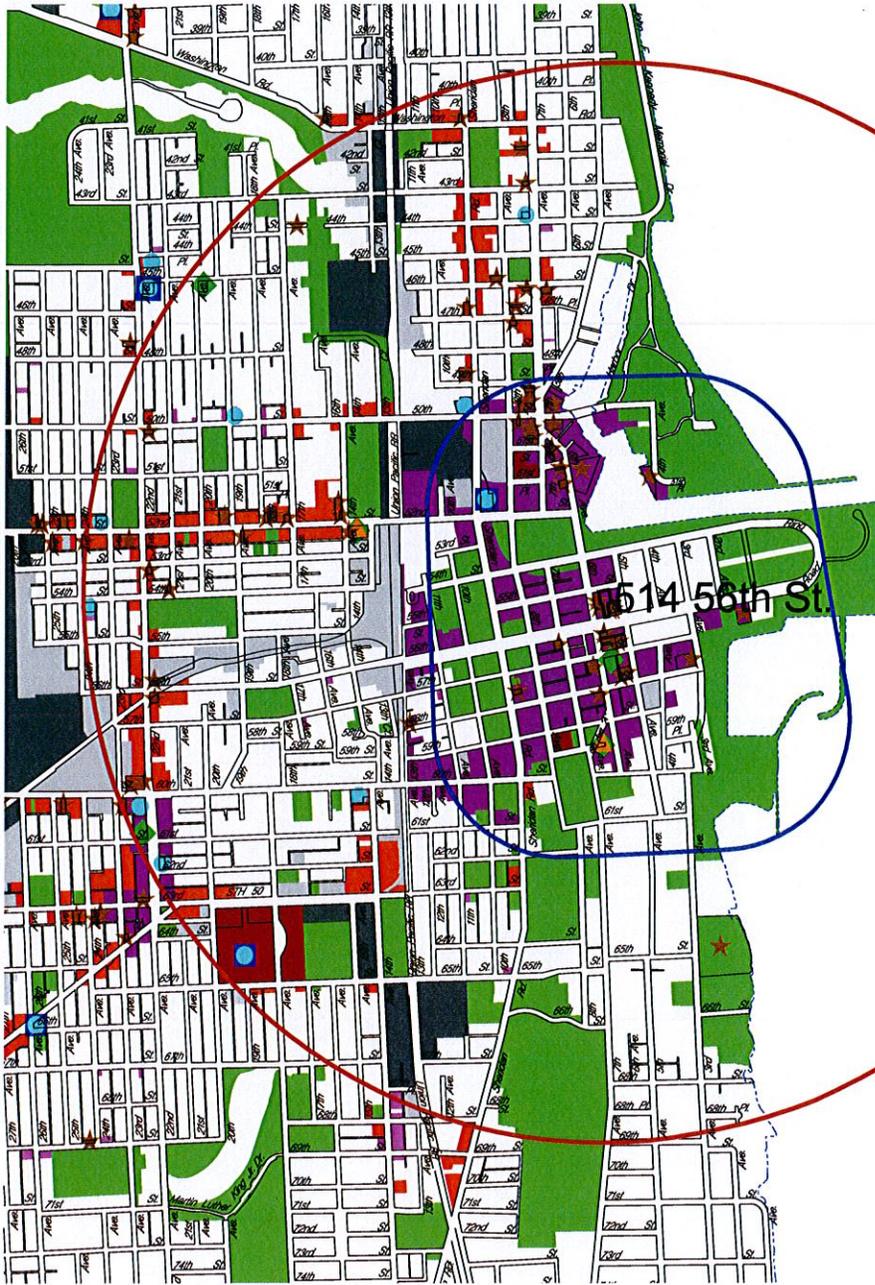


0 1200'



City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
514 56th Street



- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential Districts are not colored.

Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

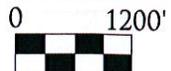
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"		Class "B"		Class "C"
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	
Residential Districts	0	0	0	3	0
Business Districts	10	2	5	56	2
Other Districts	0	0	0	1	0

6 Block Radius	Class "A"		Class "B"		Class "C"
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	
Residential Districts	0	0	0	0	0
Business Districts	2	1	2	29	1
Other Districts	0	0	0	0	0

NORTH



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Feb. 4 7/01/14 201314:
ending 6/30/14 2014

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 250-
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 46-
TOTAL FEE	\$ 296-

TO THE GOVERNING BODY of the: Town of Village of City of } KENOSHA

County of KENOSHA Aldermanic Dist. No. 2 (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): THE FORT, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title Name Home Address Post Office & Zip Code
 President/Member PRESIDENT CRAIG C. PIAS 3247 100th ST 53158
 Vice President/Member _____
 Secretary/Member _____
 Treasurer/Member _____
 Agent CRAIG C. PIAS 3247 100th ST PP 53158
 Directors/Managers _____

3. Trade Name PORT OF KENOSHA BEVERAGE HOUSE Business Phone Number 262-818-5334
 4. Address of Premises 714 50th ST Post Office & Zip Code 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? holds current hb license Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 11/9/14 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st FLOOR OF 3 STORY BUILDING (SALES) BASEMENT (STORAGE)
 10. Legal description (omit if street address is given above): N/A
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? DANIEL ANTHONY NICOLAZZI
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 266-2776] Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 13 day of January, 2014
[Signature]
(Clerk/Notary Public)

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires Feb 5 2017

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>1/16/14</u>	Date reported to council/board	Date provisional license issued <u>JAN 16 2014</u>	Signature of Clerk / Deputy Clerk
Date license granted <u>mg</u>	Date license issued	License Number Issued	

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE - CHECK ALL THAT APPLY:

CLASS "A" BEER
(GROCERY STORE, LIQUOR STORE, GAS STATION)

CLASS "B" BEER (RESTAURANT, BAR)

"CLASS A" LIQUOR
(GROCERY STORE, LIQUOR STORE, GAS STATION)

"CLASS B" LIQUOR (RESTAURANT, BAR)

THE PORT LLC.

1. Applicant Name CRAIG C. PIAS Business Name THE PORT OF KENOSHA BEVERAGE HOUSE
(THE PORT, LLC)

2. Property Information: Address 714 50th St Owner DANIEL NICOLAZZI

If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building 2800 Assessed value of property \$135,000

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$10,000

5. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)

Number of Full Time Employees 2 Number of Part Time Employees 0

6. If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one)

7. Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:

BEER 30% \$3,000

LIQUOR 70% \$7,000

FOOD NONE

OTHER (specify) _____

TOTAL GROSS MONTHLY REVENUE \$10,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name: THE PORT LLC Business Name: PORT OF KENSHA BEVERAGE HOUSE
 Property Information: Address: 719 50th St Owner: DANIEL NICOLAZZI

8. Explain how the issuance of this license will benefit the City: PROVIDE A WELCOMING, SAFE PLACE TO RELAX WITH A DRINK WHILE PROFITING AND INCREASING INCOME TO THE CITY THROUGH THE SALES OF BEER AND LIQUOR.

9. Explain why the business will have a substantial positive impact upon the surrounding properties: THE PORT IS SURROUNDED BY UPSTANDING BUSINESSES; THROUGH THAT COMES GOOD INCOME THROUGH 'DESIREABLE' CUSTOMERS, THUS ADDING STRENGTH TO THE COMMUNITY.

10. Explain why the business have a significant, positive influence on the City economy: WITH MORE CUSTOMERS AND MORE SALES COMES MORE TAXES, HELPING THE ECONOMY GROW FOR THE CITY

11. Has the applicant contacted the alderperson of the district where this business is located? YES

12. List other factors the Common Council should consider: AS A BARTENDER FOR MORE THAN 15 YEARS, I HAVE MUCH KNOWLEDGE WHEN IT COMES TO RUNNING A TAVERN. UTILIZING NEW IDEAS AND IMPLEMENTING NEW ORGANIZATION PACTICS, I FEEL I CAN BRING IN MORE BUSINESS AND NEW CLIENTELLE, TURNING A HIGHER PROFIT AND BENEFITING NOT ONLY MYSELF BUT KENOSHA'S ECONOMY

Applicant's Signature 

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

Daniel A Nicolazzi

(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- "Class B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
 - "Class A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
 - "Class C" Wine

Affiant will surrender said license #(s) 008212 14008201 to the City Clerk.

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:

CRAIG PIAS (THE PORT, LLC.)

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # 008212 14008201, to the City Clerk

prior to the time a license is issued to CRAIG PIAS THE PORT, LLC.

and provide further that a license is granted to CRAIG PIAS THE PORT, LLC. the person herein designated.

[Signature]
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 13 day of January, 2017

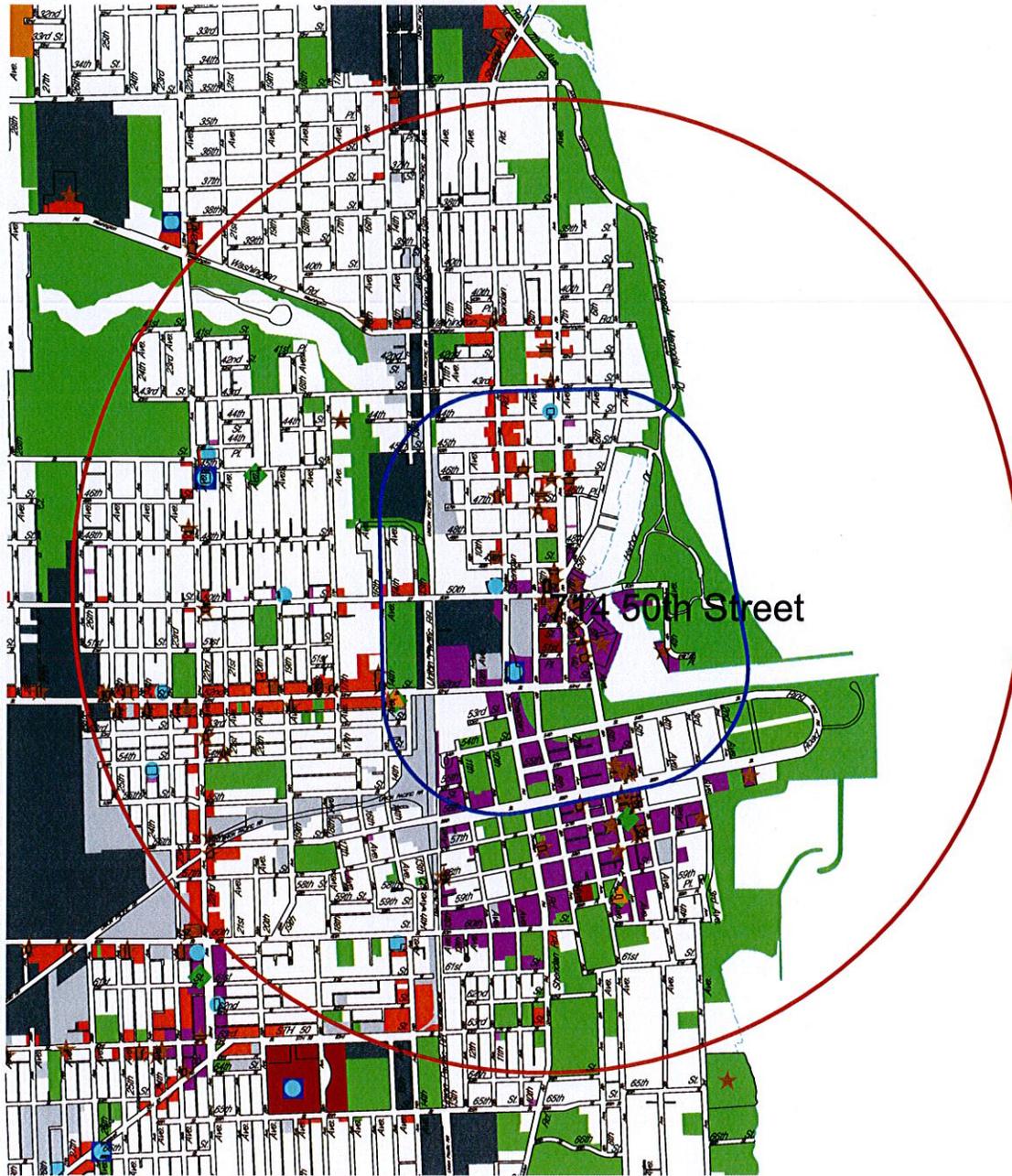
Carol Pius
Notary Public

Kenosha County, Wisconsin

My Commission Expires: 2/5/2017

City of Kenosha

Class "B" Beer/"Class B" Liquor Application 714 50th Street



- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential Districts are not colored.

Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

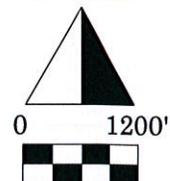
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	4	0
Business Districts	9	2	4	55	2
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	1	0
Business Districts	3	1	1	24	1
Other Districts	0	0	0	0	0

NORTH



City of Kenosha

Class "B" Beer/"Class B" Liquor Application 714 50th Street



- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

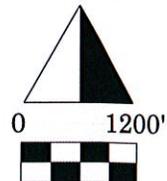
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	9	2	4	55	2
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	3	1	1	24	1
Other Districts	0	0	0	0	0

NORTH



E-MAILED JAN 16 2014
HORSE DRAWN VEHICLE LICENSE



Type: 148 Fee: \$150.00/Year
\$ 25.00/each add. vehicle

Type: 149 Fee: \$75.00/6 Month or Less
\$25.00/each add. vehicle

FILED	1/15/14
INITIALS	RS/MLN
ADVERSE/NO ADV	
LP	1/27
CO	2/3

Expires: December 31, 2014
(Chapter 14.025- City of Kenosha, Code of General Ordinances)

To be operated

Licensee Name: Windy Hill Equestrian Center, LLC District # in 2

Trade Name: Black Tie Carriage Service Address: 4713 90th St-Racine, WI 53403
A subsidiary of Windy Hill Equestrian Center, LLC

Phone Number: 262-939-9382 Email: BlackTieCarriage@yahoo.com

If Individual: list home address, phone number, date of birth: N/A
(applicant's/partners must be 18 years old)

If Partnership or Corporation: list home address, phone number, & date of birth of all partners/members:
Tammi Senical 4713 90th St-Racine, WI 53403 262-818-9090 01/18/64
Samantha Lauf 2906 Rosalind Ave-Racine, WI 53403 262-939-9382 11/17/87

Number of Horse Drawn Vehicles: 1

Submit & Maintain an insurance policy written by one or more insurers licensed to do business in the State of WI, in the amount of \$100,000 per person and \$300,000 per occurrence, covering death, personal injury and property damage. attached

Submit a statement from a veterinarian that the horse(s) to be utilized are in good health. With respect to a Permit, applicant, if no such report is available, may sign a statement that to the best of his/her knowledge, the horse(s) to be utilized are in good health. attached

Each individual, sole proprietor, partner and corporate officer must fill out and attach "Applicant's Report of Police Record". attached

Have you obtained a current copy of §14.025 of the Code of General Ordinances? yes no

Have you ever previously applied for a Horse Drawn Vehicle License? yes no If Yes, was the previous application denied? yes no If Yes, explain: N/A

If you previously held the license applied for, was it ever suspended or revoked? yes no If Yes, explain: N/A

Applicant's Signature: [Signature] Date: 1-13-14
(Individual/Agent of Corporation)

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office J.L.
(Applicant's Initials)

ORDINANCE NO. _____

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO AMEND SECTION 7.13 D.1. OF THE CODE OF
GENERAL ORDINANCES ENTITLED, "NO LEFT
TURNS" BY ADDING NO LEFT TURNS ON 98TH
AVENUE AT THE ENTRANCE TO NASH ELEMENTARY
SCHOOL BETWEEN THE HOURS OF 7:00 A.M.-9:00 A.M.
AND 2:00 P.M.-4:00 P.M. ON SCHOOL DAYS**

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

Section One: Section 7.13 D.1. of the Code of General Ordinances for the
City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

No vehicle traveling southbound on 98th Avenue shall make a left turn into the
southeast entrance to Nash Elementary School between the hours of 7:00 a.m.-9:00 a.m. and 2:00
p.m.-4:00 p.m. on school days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



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

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

DEPARTMENT OF PUBLIC WORKS

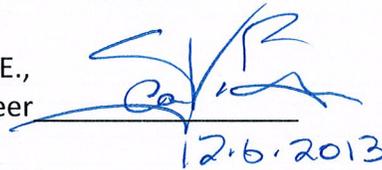
Michael M. Lemens, P.E., Director
Shelly Billingsley, P.E., Deputy Director

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

Date: December 6, 2013

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

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



12.6.2013

CC: Alderman David Bogdala
District 17

Subject: ***Previous Trial for a No Left Turn signs into Nash Elementary School between the hours of 7am – 9am and 2pm – 4pm on school days.***

BACKGROUND INFORMATION:

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

RECOMMENDATION:

Staff recommends approval of the No Left Turn signs into Nash Elementary School between the hours of 7am – 9am and 2pm – 4pm on school days.

Staff recommends the following resolution:

Be it resolved by the Kenosha Common Council that No Left Turn signs between the hours of 7am – 9am and 2pm – 4pm on school days be installed on 98th Avenue at the entrance to Nash Elementary School.



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

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

DEPARTMENT OF PUBLIC WORKS

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

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

August 26, 2013

To: Rocco J. LaMacchia, Sr, Chairman
Public Safety and Welfare

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

SVB
8.21.2013

Subject: *Aldermanic Request for a 90 day trial for a No Left Turn sign into Nash Elementary School between the hours of 7am - 9am and 2pm - 4pm on School Days.*

BACKGROUND INFORMATION

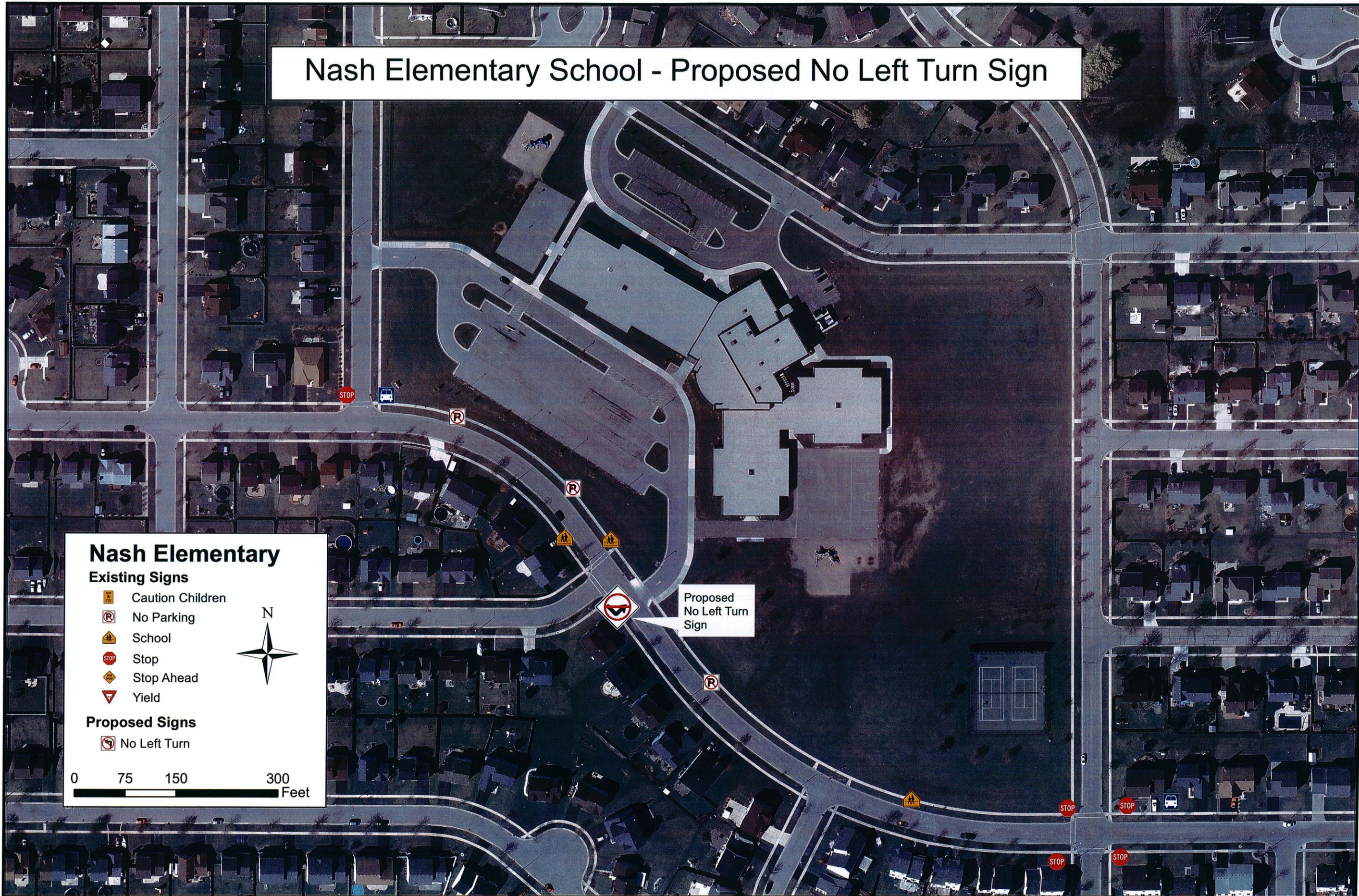
Alderman Bogdala is requesting a No Left Turn sign for southbound traffic on 98th Avenue at the southeast entrance to Nash Elementary School. Staff has met with Nash Principal Marty Pitts and the school is in favor of Alderman Bogdala's request. Mr. Pitts indicated there is an incredible amount of traffic congestion during morning drop-off and afternoon pick-up at the school's driveway entrance. There are no traffic controls in place at the school's entrance. The school's safety committee has identified this as a safety concerns for the students. The school would like traffic to line up single file westbound on 70th Street / northbound on 98th Avenue and make a right turn into the school's driveway entrance.

RECOMMENDATION

Staff recommends approval of a 90 day trial for a No Left Turn sign between the hours of 7am - 9am and 2pm - 4pm on School Days for southbound traffic on 98th Avenue at the southeast entrance to Nash Elementary School.

Cc: Alderman David Bogdala, District 17
Michael Lemens, Director of Public Works
Shelly Billingsley, Deputy Director of Public Works /City Engineer
Sean Von Bergen, Assistant City Engineer
Clement Abongwa, Traffic Engineer
File

Nash Elementary School - Proposed No Left Turn Sign



Nash Elementary

Existing Signs

-  Caution Children
-  No Parking
-  School
-  Stop
-  Stop Ahead
-  Yield

Proposed Signs

-  No Left Turn



0 75 150 300 Feet

ORDINANCE NO. _____

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C OF THE CODE OF GENERAL
ORDINANCES ENTITLED, "STOP STREETS" BY
ADDING STOP SIGNS ON 19TH AVENUE BEFORE
ENTERING THE INTERSECTION WITH 45TH STREET**

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

Section One: Section 7.12 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

All vehicles traveling North/South on 19th Avenue shall stop before entering the intersection with 45th Street.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



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

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

DEPARTMENT OF PUBLIC WORKS

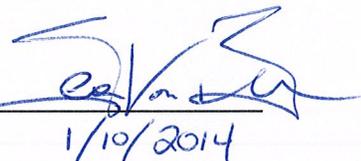
Michael M. Lemens, P.E., Director
Shelly Billingsley, P.E., Deputy Director

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

Date: January 10, 2014

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

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



1/10/2014

CC: Alderman Todd Ohnstad
District 6

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

BACKGROUND INFORMATION:

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

RECOMMENDATION:

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

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

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



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

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

DEPARTMENT OF PUBLIC WORKS

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

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

Date: August 22, 2013

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

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

CC: Todd Ohnstad,
6th District

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

BACKGROUND INFORMATION

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

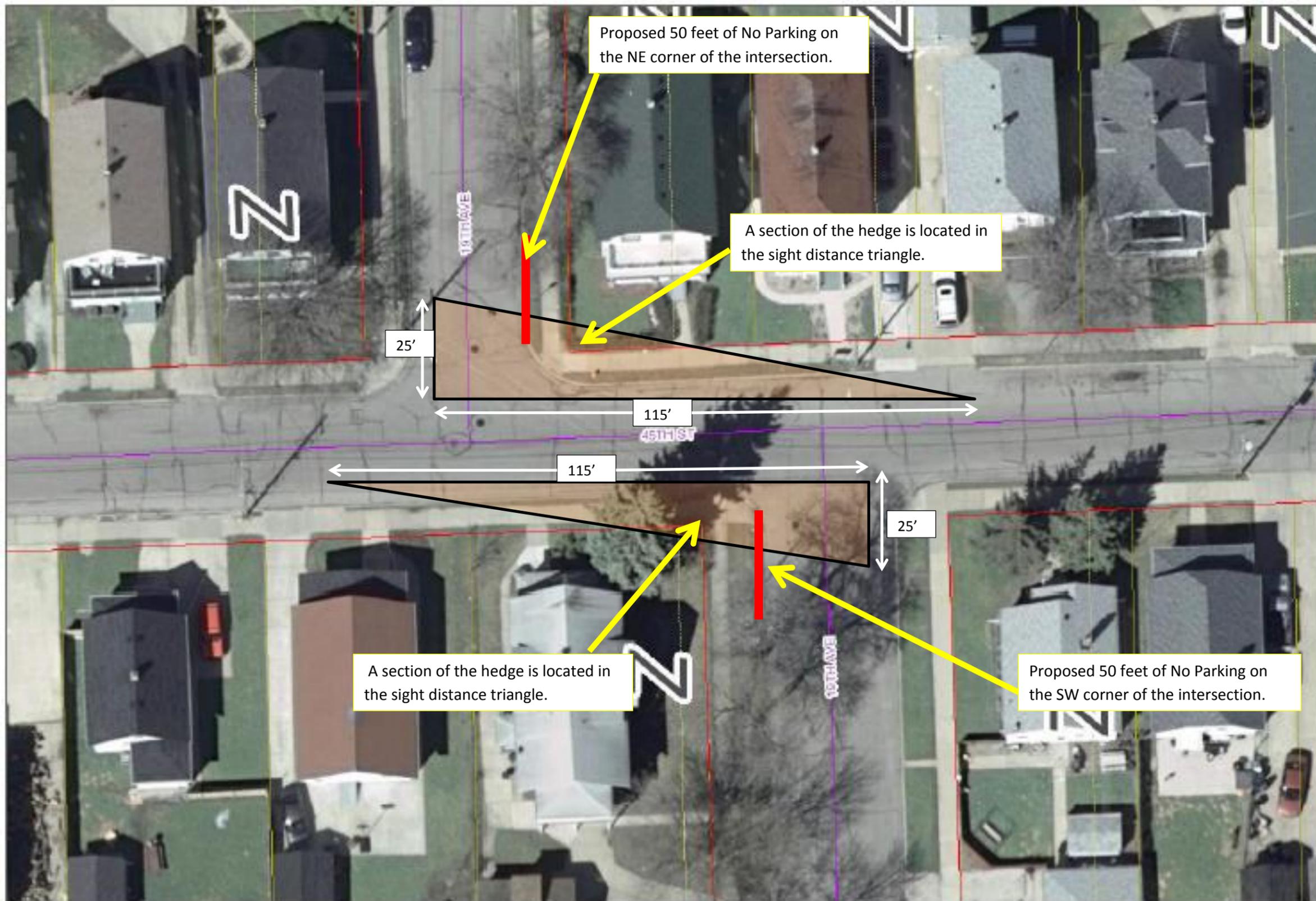
Staff inspected the said intersection and observed that hedges at the northeast and southwest corners of the intersection are located within the sight-distance triangle as illustrated in Exhibit I. The limitation of the sight-distance is made worse when cars are parked too close to the intersection.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

RECOMMENDATION

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

19TH AVENUE AND 45TH STREET INTERSECTION
STOP CONTROL INVESTIGATION

EXHIBIT I



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

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

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

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



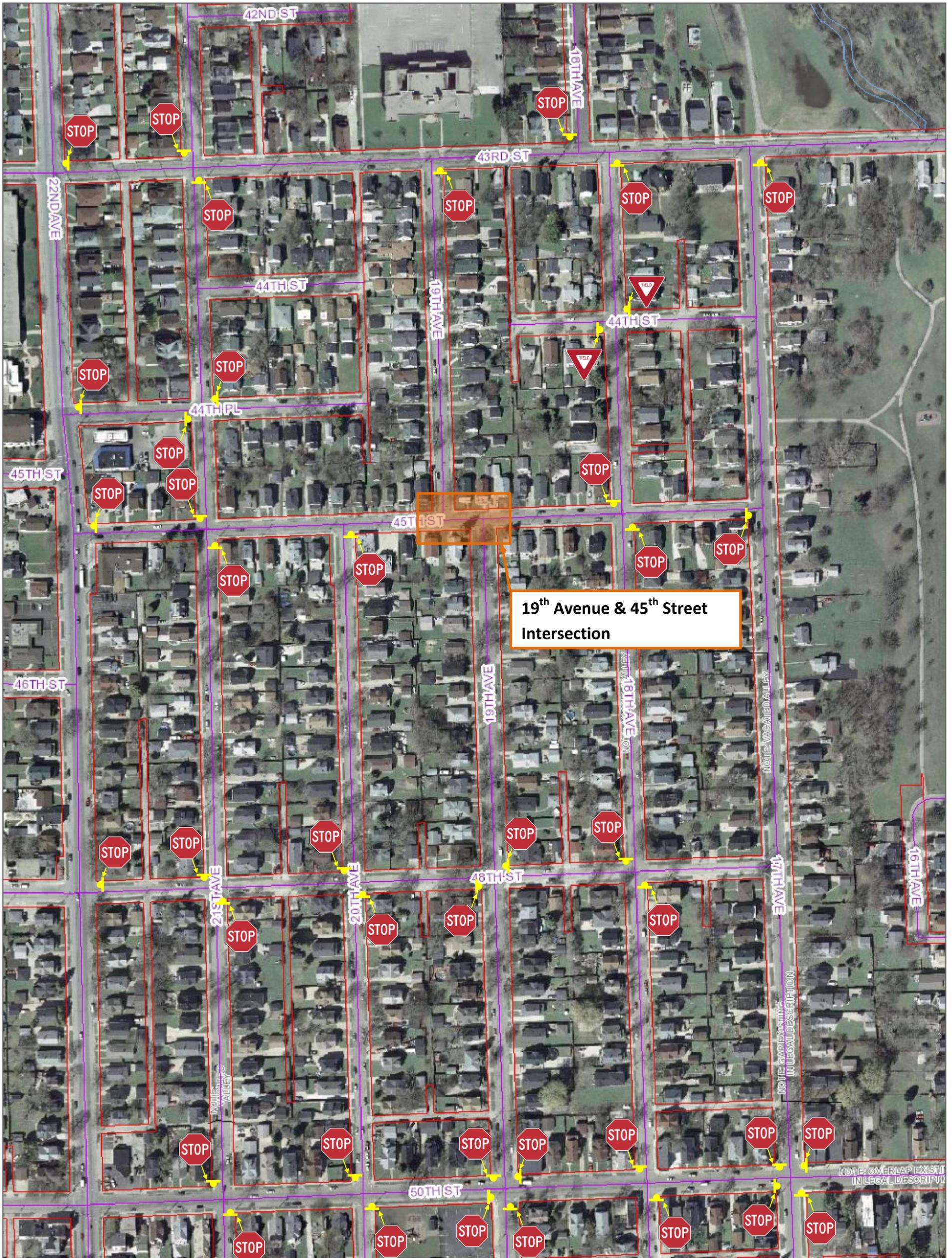
DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data, and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Intersection Control near 19th Avenue & 45th Street

EXHIBIT II



1 inch = 200 feet
 Date Printed: 7/18/2013



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ORDINANCE NO. _____

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C OF THE CODE OF GENERAL
ORDINANCES ENTITLED, "STOP STREETS" BY
ADDING STOP SIGNS ON 37TH STREET BEFORE
ENTERING THE INTERSECTION WITH 19TH AVENUE**

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

Section One: Section 7.12 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

All vehicles traveling East/West on 37th Street shall stop before entering the intersection with 19th Avenue.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



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

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

DEPARTMENT OF PUBLIC WORKS

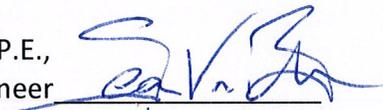
Michael M. Lemens, P.E., Director
Shelly Billingsley, P.E., Deputy Director

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

Date: January 10, 2014

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

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


1/10/2014

CC: Alderman Todd Ohnstad
District 6

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

BACKGROUND INFORMATION:

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

RECOMMENDATION:

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

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

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



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

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

DEPARTMENT OF PUBLIC WORKS

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

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

Date: August 21, 2013

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

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

CC: Todd Ohnstad,
6th District

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

BACKGROUND INFORMATION

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

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

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

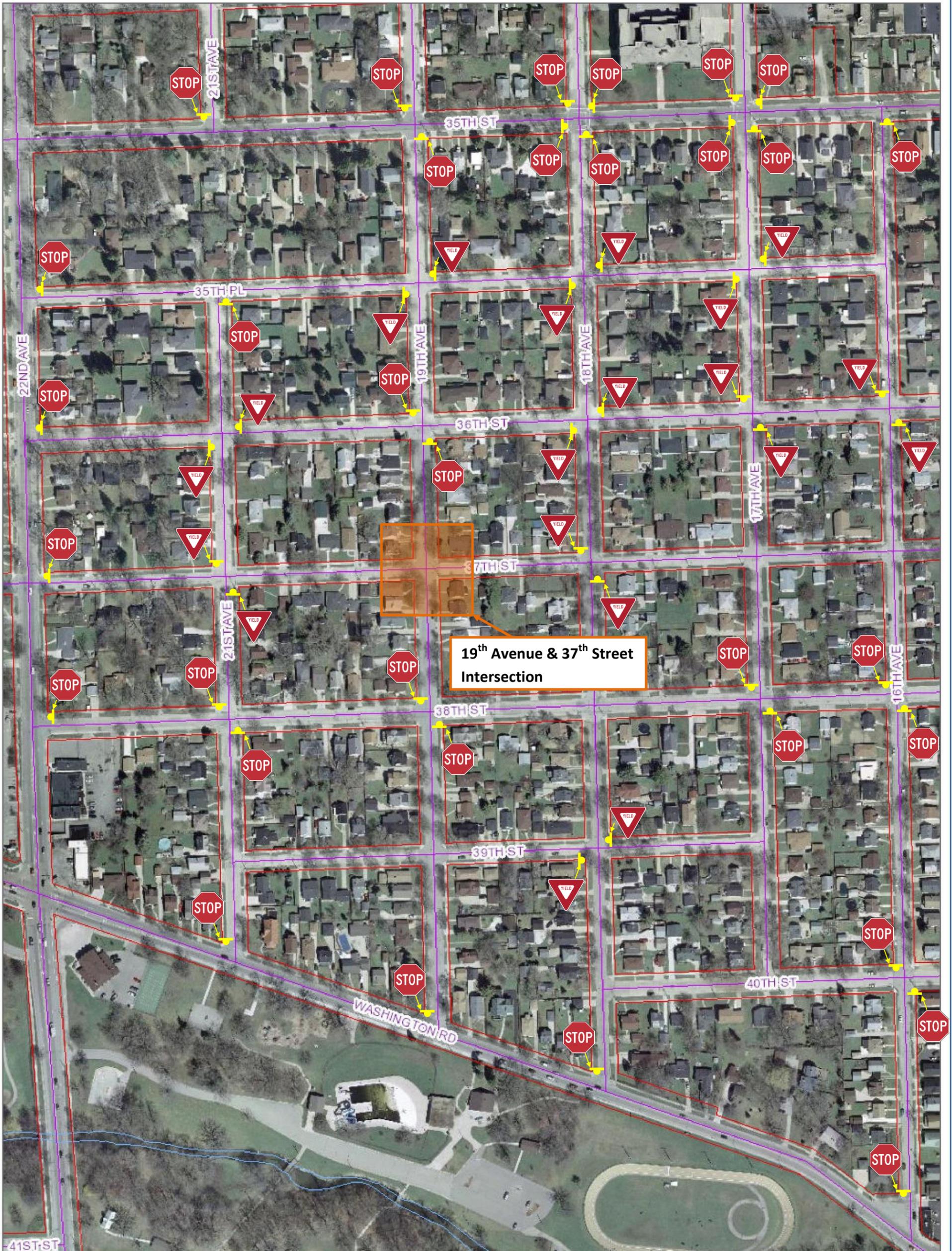
RECOMMENDATION

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

Intersection Control near 19th Avenue & 37th Street



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



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ORDINANCE NO. _____

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO AMEND SECTION 7.12 C OF THE CODE OF GENERAL
ORDINANCES ENTITLED, "STOP STREETS" BY
ADDING STOP SIGNS ON 18TH AVENUE BEFORE
ENTERING THE INTERSECTION WITH 78TH STREET**

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

Section One: Section 7.12 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

All vehicles traveling North/South on 18th Avenue shall stop before entering the intersection with 78th Street.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



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

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

DEPARTMENT OF PUBLIC WORKS

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

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

Date: December 6, 2013

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

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

12.6.2013

CC: Alderman Curt Wilson
District 13

Subject: ***Previous Trial for a 4-Way Stop at 18th Avenue and 78th Street Intersection***

BACKGROUND INFORMATION:

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

RECOMMENDATION:

Staff recommends approval of the Stop signs on 18th Avenue at 78th Street.

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

"All vehicles travelling on 18th Avenue shall stop before entering the intersection or crossing 78th Street".



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

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

DEPARTMENT OF PUBLIC WORKS

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

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

Date: July 25, 2013

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

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

CC: Curt Wilson,
13th District

Subject: *All-way Stop Control at 78th Street and 18th Avenue.*

BACKGROUND INFORMATION:

Alderman Wilson is requesting, on behalf of his constituents, for an all-way control at 78th Street and 18th Avenue intersection. Residents in this neighborhood believe that converting the two-way control to an all-way control would alleviate speeding on the uncontrolled legs of the intersection.

Staff inspected the intersection and observed that the intersection is stop-controlled on 78th Street. Data collected in May of 2013 shows that both streets have about the same average daily traffic. However, 78th Street is considered the minor street by virtue of having a slightly lower average daily traffic volume of 517 as compared to 532 for 18th Avenue. The existing stop control is consistent with engineering judgment due to 78th Street having a slightly less average daily traffic. The traffic data also indicated no speeding on 18th Avenue. 18th Avenue has an 85th percentile speed of 27MPH.

The attached aerial sketch of the neighborhood illustrates that there is a significant intersection-control in the neighborhood. Staff did not notice any site distance issues and no right-of-way crash was recorded at this intersection in the last five years. Furthermore, the attached table illustrates that the intersection did not meet any of the warrants for an all-way stop control.

RECOMMENDATION:

Staff does not recommend all-way stop at 78th Street and 18th Avenue intersection.

ALL-WAY STOP WARRANTS

78th Street and 18th Avenue Intersection

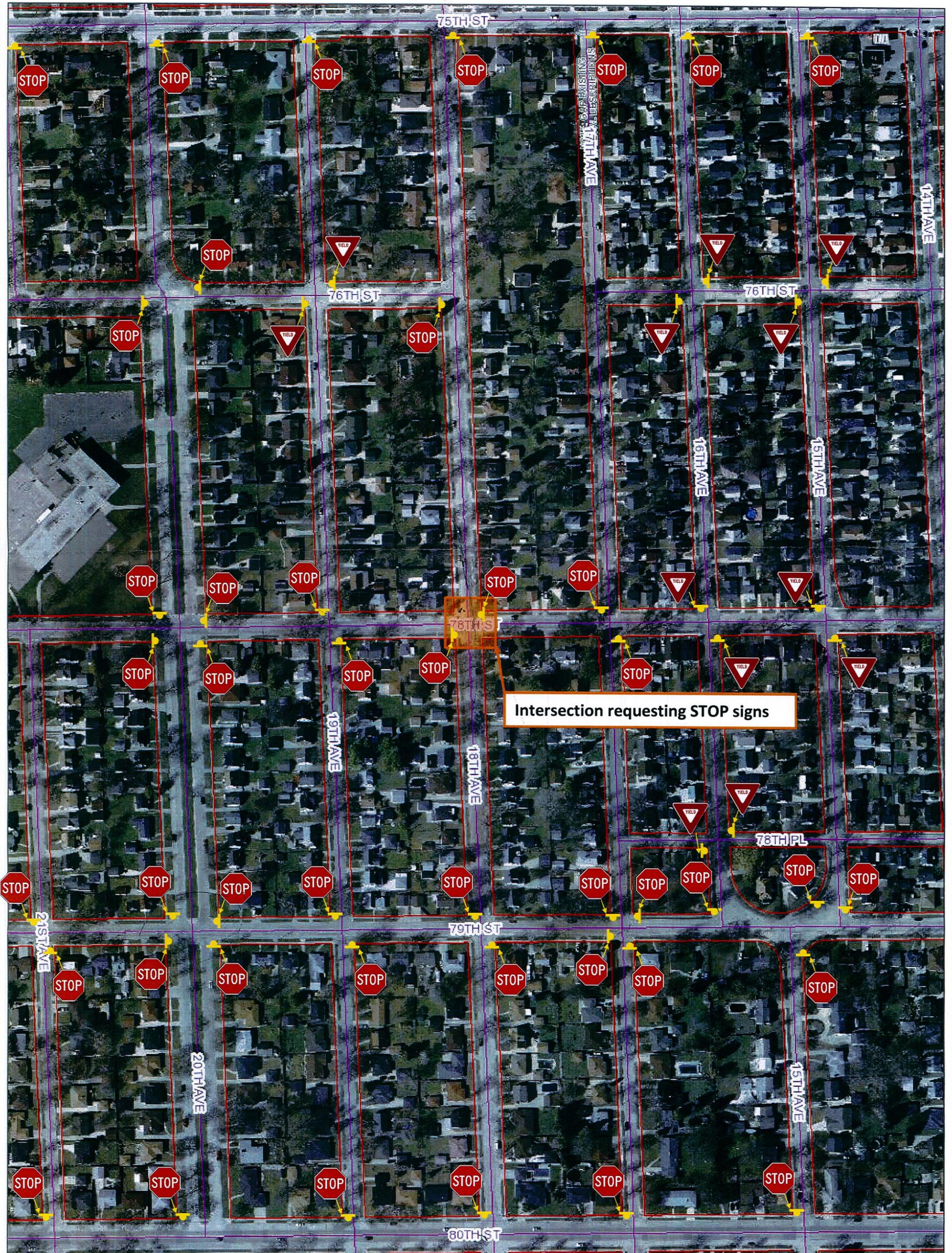
Major Street: 18th Avenue ADT of 532
 Minor Street: 78th Street ADT of 517

SN	WARRANTS	MINIMUM REQUIREMENT	DATA VALUE	COMMENTS
1	Where traffic control signals are justified, multi-way stop control is an interim measure that can be implemented quickly to control traffic until the signal is designed and installed.	Signal is not required.	NA	Intersection does not meet warrant.
2	The occurrence within a twelve-month period of five or more reported accidents of a type susceptible to correction by multi-way stop control. Such accident types include turn collisions, as well as right-angle collisions.	5 Crashes	0	Intersection does not meet warrant.
3	<p>Minimum volumes:</p> <ol style="list-style-type: none"> 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2. 	300	67	Intersection does not meet warrant.
		200	39	Intersection does not meet warrant.
		40MPH	27MPH	Intersection does not meet warrant.

Intersection Control near 78th Street and 18th Avenue

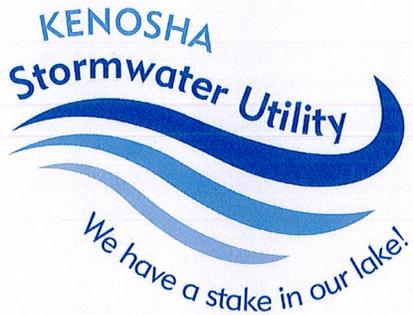


1 inch = 200 feet
 Date Printed: 7/16/2013



Intersection requesting STOP signs

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ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

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

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

January 30, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

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

CC: Chris Schwartz
District 2

Subject: ***Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2013 by Increasing SW13-001 “56th Street Sheridan Road – 13th Avenue” in the amount of \$10,000 and Decreasing SW95-001 “Storm Sewer” in the amount of \$10,000 for a Net Change of \$0.***

BACKGROUND INFORMATION

Staff is requesting a CIP Amendment to fund unforeseen conditions resulting from the construction of 56th Street from Sheridan Road to 13th Avenue. This CIP Amendment is regarding the Change Order listed as item C-2 of this agenda. Please refer to C-2 backup for more information.

RECOMMENDATION

Approve the amendment of the City of Kenosha Capital Improvement Program for 2013 by Increasing SW13-001 “56th Street Sheridan Road – 13th Avenue” in the amount of \$10,000 and Decreasing SW95-001 “Storm Sewer” in the amount of \$10,000 for a Net Change of \$0.

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2013
By Increasing SW13-001 "56th Street Sheridan Road-13th Ave" in the Amount of \$10,000 and
Decreasing SW95-001 "Storm Sewer" in the Amount of \$10,000 for a Net Change of \$0

WHEREAS, during the project work, unforeseen conditions have been discovered that need addressing in order to complete the project; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Storm Water Commission and the Finance Committee on February 3, 2014;

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:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
SW13-001	56 th St.-Sheridan Road - 13 th Avenue (2013)	27,915	10,000	37,915
SW95-001	Storm Sewer (2013)	950,000	(10,000)	940,000

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES14/cipSW13-001)



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

MICHAEL M. LEMENS, P.E., DIRECTOR
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TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL SWU@KENOSHA.ORG

January 30, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

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

CC: Chris Schwartz
District 2

Subject: ***Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2012 by Creating SW14-002 “Recreational Water Quality Improvements” in 2012 in the amount of \$164,000 and decreasing SW08-001 “Detention Basin” in the amount of \$164,000 for a Net Change of \$0.***

BACKGROUND INFORMATION

Staff requested a CIP Amendment be drafted by Finance to create a Stormwater Utility CIP line item for Recreational Water Quality Improvements to implement the recommendations of the “Recreational Water Quality Along Kenosha County’s Fresh Coast – GLRI Beach Sanitary Survey Project Data Report 2010-2012” as prepared by Julie Kinzelman and presented to the Stormwater Committee on July 15, 2013.

We received bids to complete this work as part of the Simmons Island Boardwalk Phase IA Development as itemized as C-4 on your agenda. This work will also be funded in part by the grant that was approved in response to the “Approval of Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City” which is the grant agreement awarding the City of Kenosha (Stormwater Utility) \$75,000 to begin implementation of the beach enhancements at Simmon’s Island. To complete the work that is included in Phase IA and as outlined in Phase IB staff is requesting this CIP Amendment (\$104,000 will be utilized in Phase IB).

RECOMMENDATION

Approve the amendment to amend the City of Kenosha Capital Improvement Program for 2012 by Creating SW14-002 “Recreational Water Quality Improvements” in 2012 in the amount of \$164,000 and decreasing SW08-001 “Detention Basin” in the amount of \$164,000 for a Net Change of \$0.

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2012
By Creating SW14-002 "Recreational Water Quality Improvements" in 2012 in the Amount of
\$164,000 and Decreasing SW08-001 "Detention Basin" in the Amount of \$164,000 for a Net
Change of \$0

WHEREAS, the Simmon's Island Boardwalk project will include work identified under the
Recreational Water Quality Improvement project which includes Phase I and Phase II; and

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Storm Water Commission and the Finance Committee on February 3, 2014;

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:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
SW14-002	Recreational Water Quality (2012)	-0-	164,000	164,000
SW08-001	Detention Basin (2012)	695,783	(164,000)	531,783

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES14/cipSW14.002.1.24.14)

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	November 21, 2013	Item 1
Petition to vacate a portion of the alley between 20th Avenue and 21st Avenue, south of 48th Street. (Clair/Juliana) (District #7) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Alley between 20th Avenue and 21st Avenue, south of 48th Street
 Neighborhood: RG-2 General Residential

NOTIFICATIONS/PROCEDURES:

The Vacation has been initiated by Petition and a Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified by Certified Mail. A Class III notice will be published by Community Development & Inspections for the Common Council meeting. The alderman of the district, Alderperson Juliana, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- A Petition has been filed by a majority of the abutting property owners to vacate a *portion* of this alley.
- The existing alley is a dead end alley extending about 450 feet in length and is unimproved.
- There are no garages that access the alley portion petitioned for vacation. A sufficient amount of signatures were collected to vacate the portion of the alley shown on the attached map.
- Approximately 200 feet of the alley will remain open for one of the homes along 20th Avenue that has a garage with alley access only. This is allowable per Ordinance.
- The existing alley right-of-way is sixteen (16') feet wide. Abutting property owners will each receive eight (8') feet of the alley if the alley vacation is approved.
- City Departments and utilities have reviewed the vacation request. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

A recommendation is made to approve the partial alley vacation, subject to the recording of all required Easements.



 Brian R. Wilke, Development Coordinator



 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/NOV21/fact-vacate-clair.odt

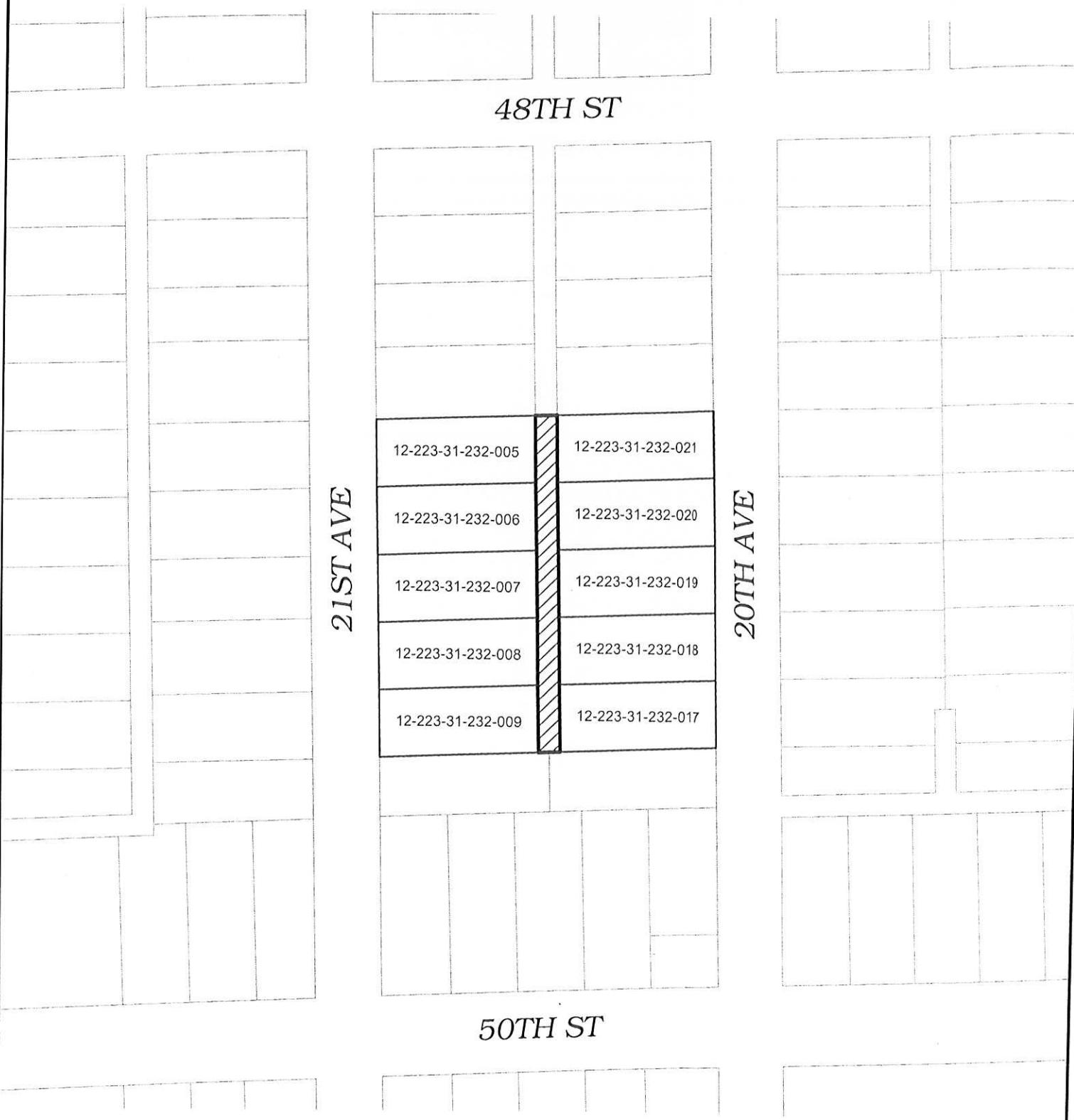
City of Kenosha

District Map
Vacation

Supplement No. V2-13

Ordinance No. _____

Clair / Juliana petition



Partial alley requested to be vacated



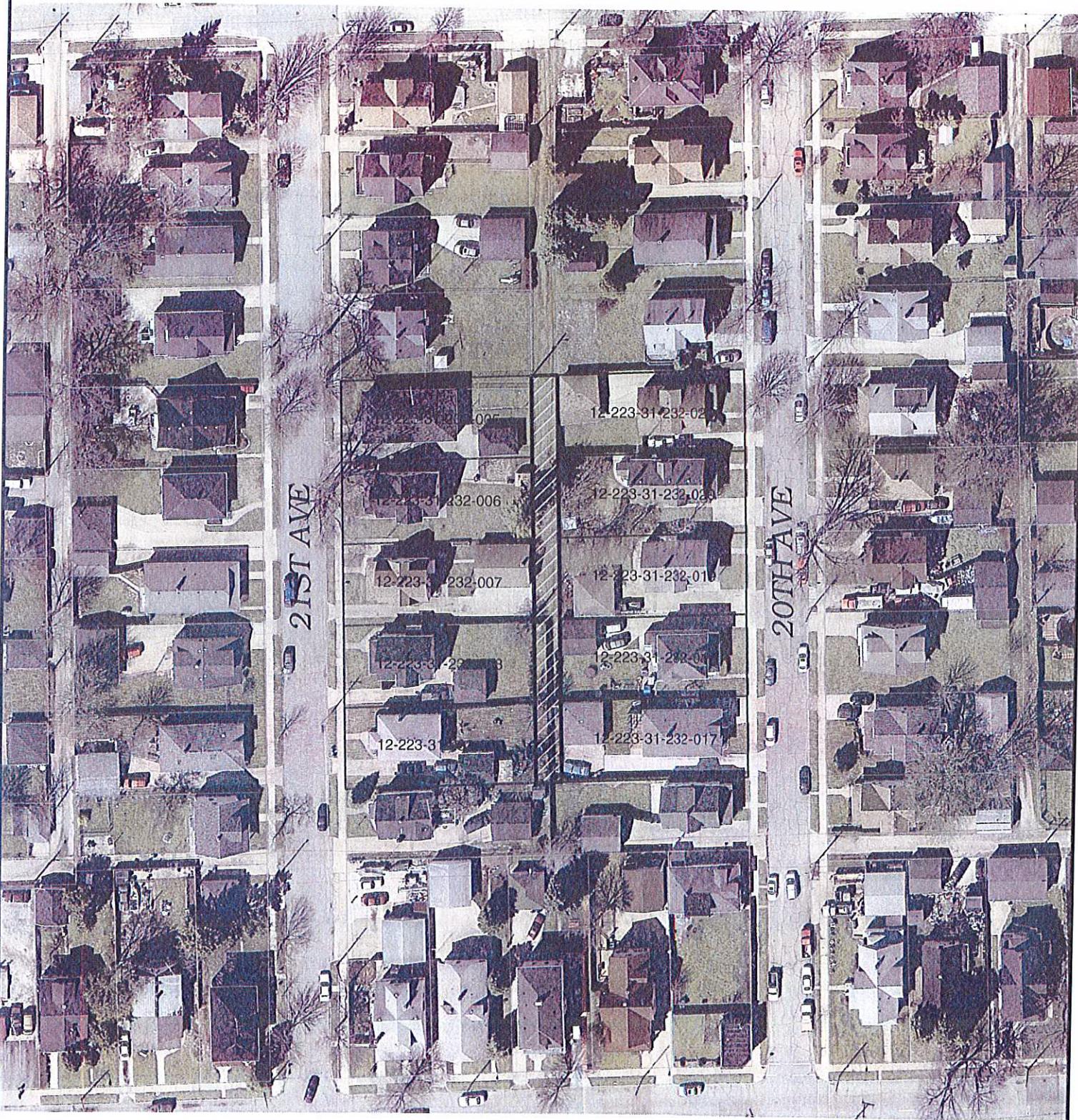
City of Kenosha

District Map
Vacation

Supplement No. V2-13

Ordinance No. _____

Clair / Juliana petition



Partial alley requested to be vacated



February 3, 2014, Pg. 78 of 80

0 20 40 60 80 Feet

LIS PENDENS
STATE OF WISCONSIN

Document Number

PLEASE TAKE NOTICE that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in the alley located between 20th Avenue and 21st Avenue, south of 48th Street, more particularly described as follows:

That part of the platted north-south alley in Block 16, Second Rice Park Addition lying adjacent to and immediately east of Lots 5, 6, 7, 8, and 9, and adjacent to and immediately west of Lots 17, 18, 19, 20 and 21, all in said Block 16, being part of the Northwest One Quarter of Section 31, Township 2 North Range 23 East, City of Kenosha, Kenosha County, Wisconsin.

Recording Area

Name and Return Address:
Brian Wilke
Community Development & Inspections
625 52nd Street - Room 308
Kenosha, WI 53140

Parcel Identification Number (PIN)

12-223-31-232-005, 12-223-31-006
12-223-31-232-007, 12-223-31-008
12-223-31-232-009, 12-223-31-017
12-223-31-232-018, 12-223-31-019
12-223-31-232-020, 12-223-31-021

Dated at Kenosha this 11th day of Nov., 2013



Rich Schroeder, Deputy Director, Community Development & Inspections

Personally came before me this 11th day of Nov., 2013, Rich Schroeder, Deputy Director of Community Development & Inspections, and acknowledged to me that he executed the foregoing instrument as such Deputy Director of Community Development & Inspections of the City of Kenosha by its authority.





Franca A. Carls

Notary Public, Kenosha County, Wisconsin

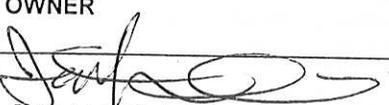
My commission expires: 5-21-17

Drafted By: Brian Wilke
Department of Community Development & Inspections

CONSENT PETITION TO VACATE AN ALLEY or STREET

TO: Mayor Bosman
Members of the Common Council

We, the undersigned adjoining property owners, do hereby consent and concur in the request to have a portion of an alley vacated as set forth on the attached map.

DATE	OWNER	ADDRESS	WILL YOU BUILD IN THE VACATED RIGHT OF WAY? *
6-11-13	 JONATHAN CLAIR	4827 21ST AVE KENOSHA, WI	POSSIBLY YES, PART OF A GARAGE
6-11-13	Cathryn Hammes	4823 21 st Ave Kenosha, WI 53140	Yes Extend garage
6-11-13	Chui Sank	4813 21 st	Extend Fence
6-11-13	Nelva Cruz	4833 21 AVE	FENCE?
6-18-13	LAMB Lk/Daunlomb	4901 21st AVE	FENCE
7-29-13	Todd Miller	4822-20 th AVE	More Fence
8/25/13	Toni Vargos	4907 21st. Ave.	Fence

* If you answered yes, please provide information as to the type of construction to occur and the location.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 23, 2014	Item 2
Resolution By the Mayor - To Approve a Three-Lot Certified Survey Map for property at the corner of 21st Street and 46th Avenue. (Emerson) (District #5) PUBLIC HEARING (Also referred to Public Works)			

LOCATION/SURROUNDINGS:

Site: Corner of 21st Street and 46th Avenue
 Zoned: RR-2 Suburban Single-Family Residential / SWO Shoreland Wetland Overlay / AIR-4 and AIR-5 Airport Overlay Districts

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson LaMacchia, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- The applicant is proposing to divide the existing outlot of Riverwoods Subdivision into three (3) single-family residential lots of significant size. The original plan for this outlot was to construct a public street running from the dead end of 21st Street South to the South property line and split the lot into about eight (8) single-family lots of a size that are comparable to the rest of the Subdivision. That proposed street would have continued within the property to the South whenever that land developed.
- There is a future street on the south end of the proposed Land Division that was added to the City's Official Map in 1993. That future street would have provided access to this parcel from the South. However, when Riverwoods was platted, a public road was able to come from the North and service this property. The future street would have connected to the property to the South at the same location as shown on the City's Official Map.
- At the City Plan Commission meeting of January 9, 2014, the applicant provided a Certified Survey Map that created two (2) parcels with street frontage and a third parcel, which is landlocked or without street frontage.
- The Commission requested that the applicant review the lot layouts to provide street frontage for all lots, even if one or more of the lots had a long, narrow strip of land to achieve the street frontage. These lots are commonly referred to as "flag lots". Flag lots are discouraged, but not prohibited by, Chapter 17 of the Code of General Ordinances.
- The applicant provided the revised Certified Survey Map. Each lot has the minimum required street frontage of forty (40') feet. Each Lot also meets the minimum lot width required by the Zoning Ordinance. Lot width is defined in the Zoning Ordinance as *"the horizontal distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot line."* Given this definition, all of the lots meet the minimum lot width of ninety (90') feet. A Special Exception from the Common Council, which would have been necessary for the previous submittal with a landlocked parcel, is no longer required.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 23, 2014	Item 2
Resolution By the Mayor - To Approve a Three-Lot Certified Survey Map for property at the corner of 21st Street and 46th Avenue. (Emerson) (District #5) PUBLIC HEARING (Also referred to Public Works)			

- The applicant will be required to make some minor pavement improvements with the existing public right-of-way. Since the existing right-of-way and pavement dead-end into this property, the applicant will be required to reconstruct the intersection to create a curve between 21st Street and 46th Avenue. That curve will allow proper spacing for drive approaches and function more efficiently for snow removal. Payment for the design and construction of those improvements will be the responsibility of the developer.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map, subject to the attached conditions.



Brian R. Wilke, Development Coordinator

/u2/acct/cp/ckays/1CPC/2014/ JAN23/fact-csm-emerson.odt



Jeffrey B. Labahn, Director

RESOLUTION NO: ____ - 14

BY: THE MAYOR

TO APPROVE A THREE-LOT CERTIFIED SURVEY MAP
Property located at the Corner of 21st Street and 46th Avenue (Emerson)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to three (3) parcels located at the corner of 21st Street and 46th Avenue 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.
3. Payment of all storm water utility fees and delinquent taxes prior to recording.
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. Compliance with the Kenosha Water Utility memo dated December 19, 2013.
7. The future street adopted by Resolution #67-93 on April 19, 1993 shall be shown on the Certified Survey Map. No building of any structure shall occur in the future street unless the future street is removed from the Official Map.
8. A Drainage Plan shall be submitted and approved for each lot.
9. The intersection of 21st Street and 46th Avenue shall be reconfigured to remove the concrete pavement stubbed to the edge of the property. A proper curve shall be constructed from 21st Street to 46th Avenue with curb and gutter. Payment for design and construction is the responsibility of the applicant. No Occupancy Permit will be issued for any structure on Lot 1, 2 or 3 until the improvements are completed.
10. A note shall be added to the Certified Survey Map that states "No more than a total of two (2) driveway access points will be permitted for Lots 1, 2 and 3. A Combined Access Easement shall be shown on the survey for any lots which share a driveway approach.
11. On Sheet 1, the exterior boundary information for the curve along 21st Street is treated as though it is two (2) separate curves. On Sheet 3 the legal description treats this as a single curve. Please revise Sheet 1 to indicate that, for the purposes of the exterior boundary, this is a single curve; while still providing the separate curve data for Lots 1 and 2.
12. On Sheet 1 there is no curve data, save the arc length, for the curve on the property line of Lots 2 & 3.
13. On Sheet 1, there is a 33.00' dimension, but nothing to indicate what this is the distance of. There is also a 180.00' dimension between what I presume are the southwest corner of this Certified Survey Map and the section line, but nothing to indicate what it actually represents.

14. Please add a graphic scale to Sheet 1.
15. Sheet 2 indicates that the open circle represents a 1" x 2" iron pipe weighing 1.13 pounds per lineal foot, but does not indicate whether these are all found, all set, or some of each. Please differentiate between found and set pipes.
16. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2014

ATTEST: _____
Debra L. Salas, City Clerk-Treasurer

APPROVE: _____
Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections
/u2/accl/cp/ckays/1CPC/2014/ JAN23/resol-csm-emerson.odt

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: December 19, 2013

Subject: Emerson 3-Lot Certified Survey Map

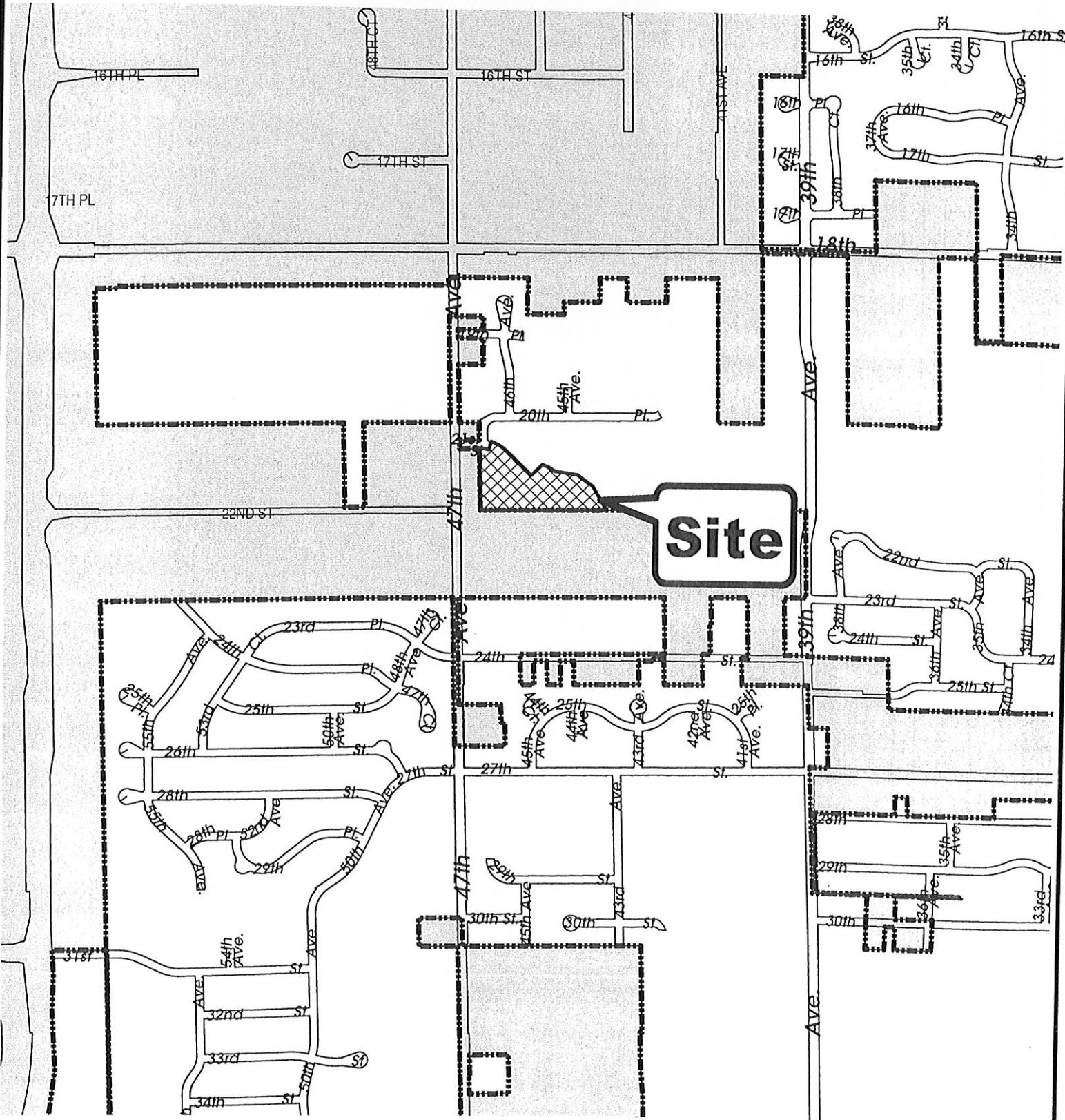
Location: 21st Street and 46th Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. KWU recommends approval of the proposed certified survey map subject to the following conditions:

1. There are no sanitary sewer or water stubs installed for the proposed lots. Each lot will need individual sanitary sewer and water services and the developer will be responsible for the connection fees associated with them. The developer will need to coordinate sanitary sewer and water service connections with KWU. The developer will be responsible for all excavation, including pavement repair for the water service connections in 21st Street. KWU will perform the tap and will provide the tapping saddles, corporation stops, curb stops, curb boxes and associated service piping between the tap and the curb stop.
2. Water services less than 100 feet in length may be installed with one inch (1") Type K copper. Water services greater than 100 feet in length must be installed with one and one-half inch (1-1/2") Type K copper. The tapping fee, payable to KWU, for a one inch (1") service is \$400.00 and the fee for a one and one-half inch (1-1/2") service is \$800.00.
3. In addition to the tapping fees described above, each parcel will be required to pay a Sanitary Sewer Connection Fee based on the water meter size. The fee for a three-quarter inch (3/4") meter is \$3,281.00 and the fee for a one inch (1") meter is \$8,204.00. Additionally, a \$70.00 Sanitary Sewer Connection Inspection Fee will be required when the sanitary sewer service to each house is connected to the main.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha Vicinity Map Emerson CSM



----- Municipal Boundary



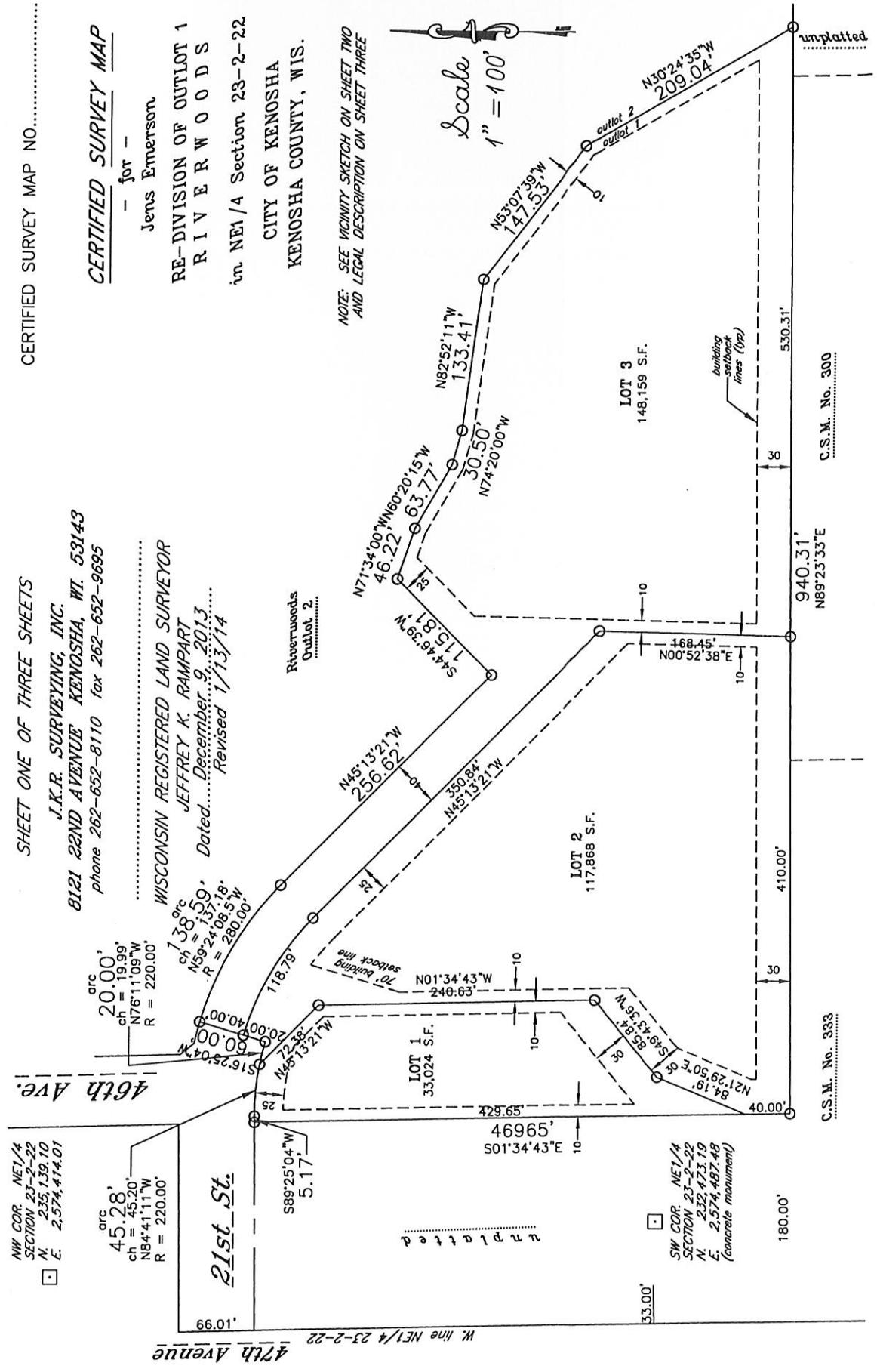
CERTIFIED SURVEY MAP NO.

SHEET ONE OF THREE SHEETS
J.K.R. SURVEYING, INC.
 8121 22ND AVENUE KENOSHA, WI 53143
 phone 262-652-8110 fax 262-652-9695

CERTIFIED SURVEY MAP
 - for -
 Jens Emerson
 RE-DIVISION OF OUTLOT 1
 R I V E R W O O D S
 in NE1/4 Section 23-2-22
 CITY OF KENOSHA
 KENOSHA COUNTY, WIS.

WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART
 Dated December 9, 2013
 Revised 1/13/14

NOTE: SEE VICINITY SKETCH ON SHEET TWO
 AND LEGAL DESCRIPTION ON SHEET THREE



NW COR. NE1/4
 SECTION 23-2-22
 N. 235.139.10
 E. 2,574.414.01

arc
 45.28'
 ch = 45.20'
 N84°41'11"W
 R = 220.00'

21st St.

arc
 138'
 ch = 135.59'
 N59°24'08.5"W
 R = 280.00'

46th Ave.

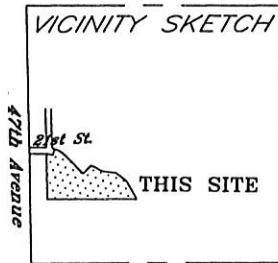
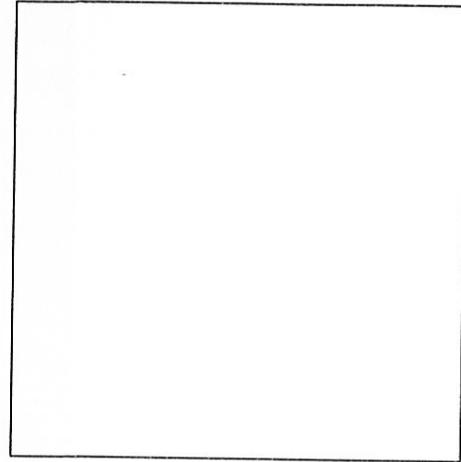
platted

SW COR. NE1/4
 SECTION 23-2-22
 N. 232.473.19
 E. 2,574.487.49
 (concrete monument)

Scale
1" = 100'



Bearings refer to grid north, state plane coordinate system south zone, and recorded subdivision "RIVERWOODS"



NE1/4 23-2-22
- not to scale -

Lots shown hereon are currently served by public sanitary sewer.



denotes 1" x 2' iron pipe
(weight: 1.13 lbs per foot)

J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI. 53143
phone 262-652-8110 fax 262-652-9695

OWNER/SUBDIVIDER
.....
Double E Ranch, LLC
Jens Emerson
3605-25th Street
Kenosha, WI 53144

CERTIFIED SURVEY MAP

- for -

Jens Emerson

RE-DIVISION OF OUTLOT 1
RIVERWOODS

in NE1/4 Section 23-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

February 3, 2014 Pg. 88

.....
WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART
Dated.....

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Outlot 1 in Riverwoods, a subdivision plat on file and of record in the Kenosha County Land Registry; as Document No. 1566201; lying and being in part of the Northeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian; and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commencing at the northwest corner of said quarter section; thence S01°34'43"E along the west line of said quarter section 1530.48 feet; thence N89°25'04"E 180.00 feet to the point of beginning of Outlot 1; thence S01°34'43"E parallel to the west line of said quarter section 469.65 feet to the south line of said Outlot 1; thence N89°23'33"E along said south line 940.31 feet; thence N30°24'35"W 209.04 feet; thence N53°07'39"W 147.53 feet; thence N82°52'11"W 133.41 feet; thence N74°20'00"W 30.50 feet; thence N60°20'15"W 63.77 feet; thence N71°34'00"W 46.22 feet; thence S44°46'39"W 115.81 feet; thence N45°13'21"W 256.62 feet; thence northwesterly 138.59 feet along the arc of a curve concave to the southwest; said curve having a central angle of 28° 21'34", a radius of 280.00 feet and a chord which bears N59°24'08.5"W 137.18 feet; thence S16°25'04"W 60.00 feet; thence northwesterly 65.28 feet along the arc of a curve concave to the southwest; said curve having a central angle of 17°00'04", a radius of 220.00 feet and a chord which bears N82°04'55.7"W 65.04 feet; thence S89°25'04"W 5.17 feet to the point of beginning.

That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the City of Kenosha Land Division and Platting Ordinance.

Dated this day of, 2013

SURVEYOR.....

JEFFREY K. RAMPART

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

DOUBLE E RANCH, LLC

OWNER.....

JENS EMERSON

PRINT NAME.....

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this day of, 20___, the above named Jens Emerson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires..... NOTARY PUBLIC

PRINT NAME.....

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this day of, 20___.

APPROVED:

.....
Keith G. Bosman MAYOR

PRINT NAME.....

I hereby certify that the foregoing is a copy of resolution number _____ adopted by the Common Council of the City of Kenosha.

OWNER/SUBDIVIDER
.....
Double E Ranch, LLC
Jens Emerson
3605-25th Street
Kenosha, WI 53144

CITY CLERK/TREASURER.....

Deb Salas

PRINT NAME.....

February 3, 2014 Pg. 89

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: DOUBLE E RANCH

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: JENS EMERSON 3605 25TH STREET KENOSHA, WI 53144	Phone: 262-748-6443 262-656-2707 Fax: 262-653-5852 E-Mail: JENS.EMERSON@UHSL.ORG
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 07-222-23-102-101

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

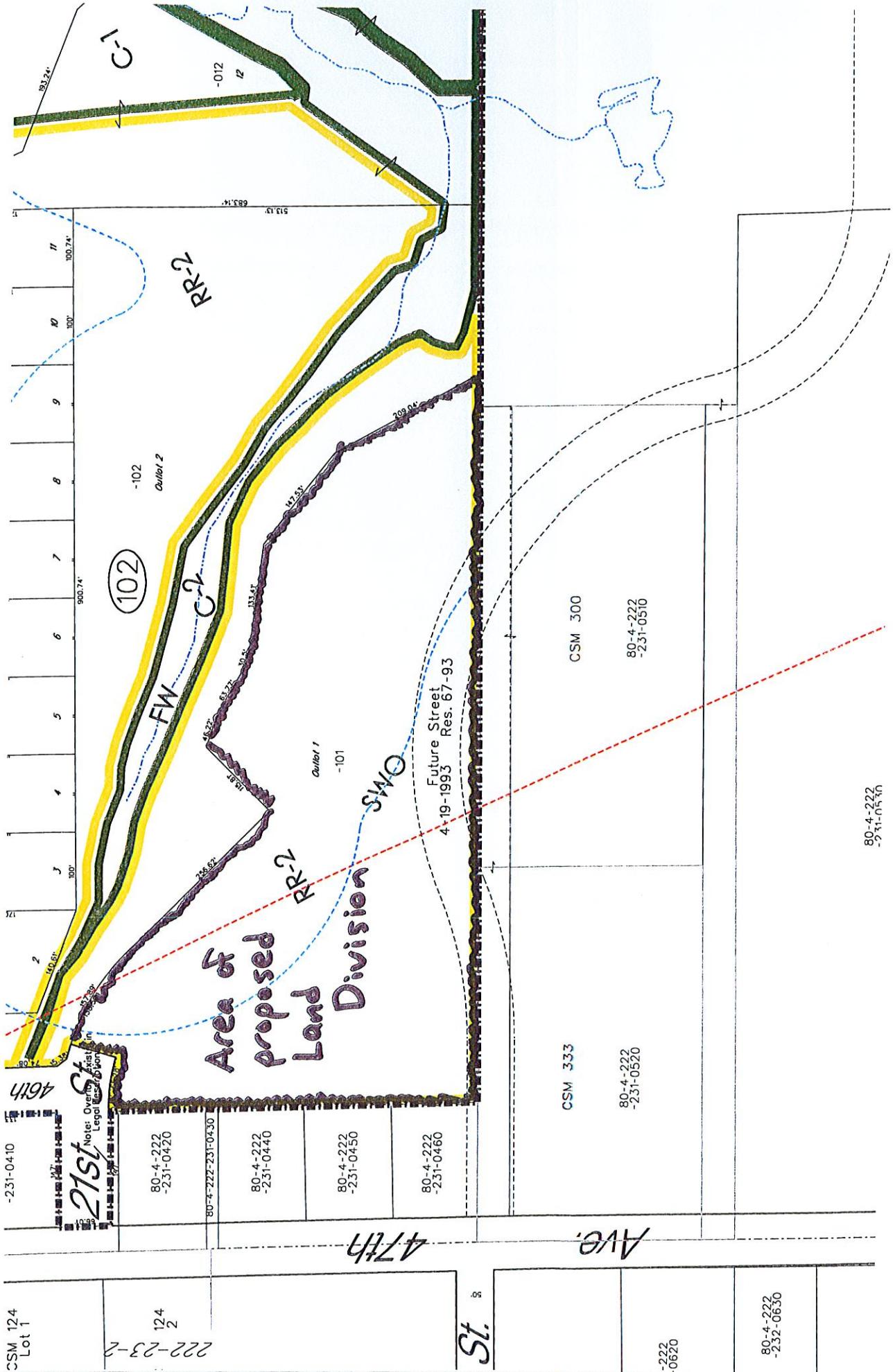
*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

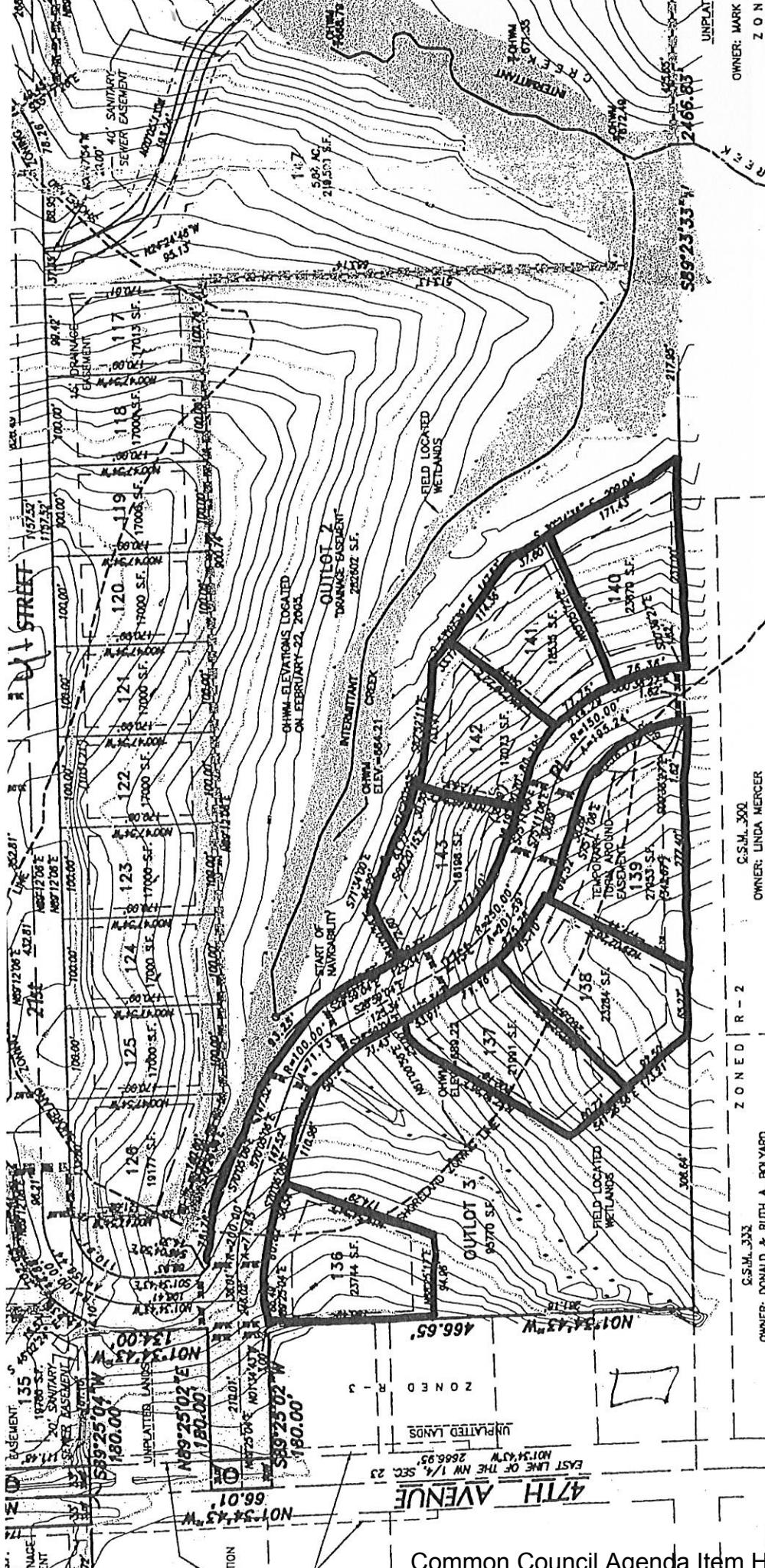
Department of Community Development & Inspections
Planning Division
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

Office Hours:
M - F 8:00 am - 4:30 pm

Riverwoods Subdivision





DRAWING SCALE: 1 INCH = 100 FEET

Approved lot layout from
Preliminary Plat

OWNER: DONALD & RUTH A BORYARD
G.S.M. 333
ZONED R-2
OWNER: LINDA MERCER
G.S.M. 300

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 23, 2014	Item 3
By the Mayor - Resolution to approve a Two-Lot Certified Survey Map to be located at the southeast corner of 52nd Street and 104th Avenue. (Kenall) (District #16) PUBLIC HEARING (Also referred to Public Works)			

LOCATION/SURROUNDINGS:

Site: Southeast corner of 52nd Street and 104th Avenue
 Zoned: M-2 Heavy Manufacturing / Air-3 and Air-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

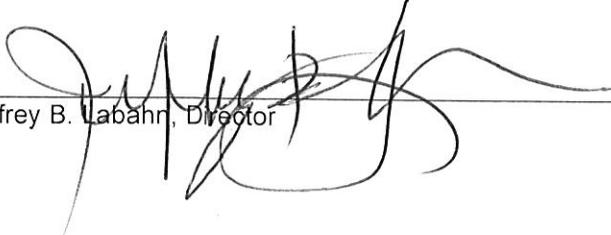
ANALYSIS:

- The applicant is proposing to redivide the existing two (2) lots located between 52nd and 55th Streets and 99th and 104th Avenues. The CSM would create two (2) lots.
- Lot 1 would remain vacant at this time.
- The proposal for Lot 2 is to construct a new manufacturing/warehousing facility for Kenall Manufacturing, a lighting manufacturer relocating their headquarters to the City of Kenosha. Review of that plan is at a Staff level. Initial plans have been submitted and are currently under review.
- No vehicular access will be allowed to 52nd Street (STH 158) or 104th Avenue. All access will be from 55th Street.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/ JAN23/fact-csm-kenall.odt

RESOLUTION NO: _____ - 14

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP
Property located at the Southeast Corner of 52nd Street and 104th Avenue (Kenall)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to two (2) parcels located at the southeast corner of 52nd Street and 104th Avenue 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.
3. Payment of all storm water utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. The last paragraph of the Surveyor's Certificate shall list compliance with the City of Kenosha, not Kenosha County.
7. All control data are based upon SEWRPC Technical Report No. 7, Horizontal and Vertical Survey Control in Southeastern Wisconsin, Third Edition, dated August 1996.
8. Abbreviated legal description at the top of each page and in the beginning of the entire legal description on Sheet 2 reads, in part, "...and the Northeast of the Southwest 1/4...". Please revise to read "...and the Northeast **1/4** of the Southwest 1/4...".
9. The north lines of the Southwest 1/4 is shown as being S89°29'28"W. Please revise to read S89°28'**49**"W.
10. West line of 1/4 section is shown as bearing S1°55'04"E. Please revise bearing to read S01°55'**25**"E. If the parcel lines are supposed to be parallel to the West section line, their bearings must also be revised.
11. The curve along 99th Avenue lists the delta as 30°22'59". CSM 2425 lists the delta of the same curve as 30°22'57". Explain the discrepancy.
12. The curve along 55th Street (Curve C-5 on CSM 2425) lists a bearing of S87°19'54"W and a delta of 44°15'14". CSM 2425 lists the same curve as a bearing of S87°19'53.5"W and the delta as 44°15'09". Explain the discrepancy.
13. The curve along 55th Street which straddles the proposed parcel line, lists a delta of 20°12'9". CSM 2425 lists the delta of that same curve as 30°12'14". Explain the discrepancy.
14. The vicinity map on Sheet 1, the overall map on Sheet 1, and the legal description on Sheet 2 indicate 104th Avenue as being County Trunk Highway HH. Kenosha County has dropped this designator. Please remove the County Highway designator.

14. The vicinity map on Sheet 1, the overall map on Sheet 1, and the legal description on Sheet 2 indicate 104th Avenue as being County Trunk Highway HH. Kenosha County has dropped this designator. Please remove the County Highway designator.
15. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2014

ATTEST:

Debra L. Salas, City Clerk-Treasurer

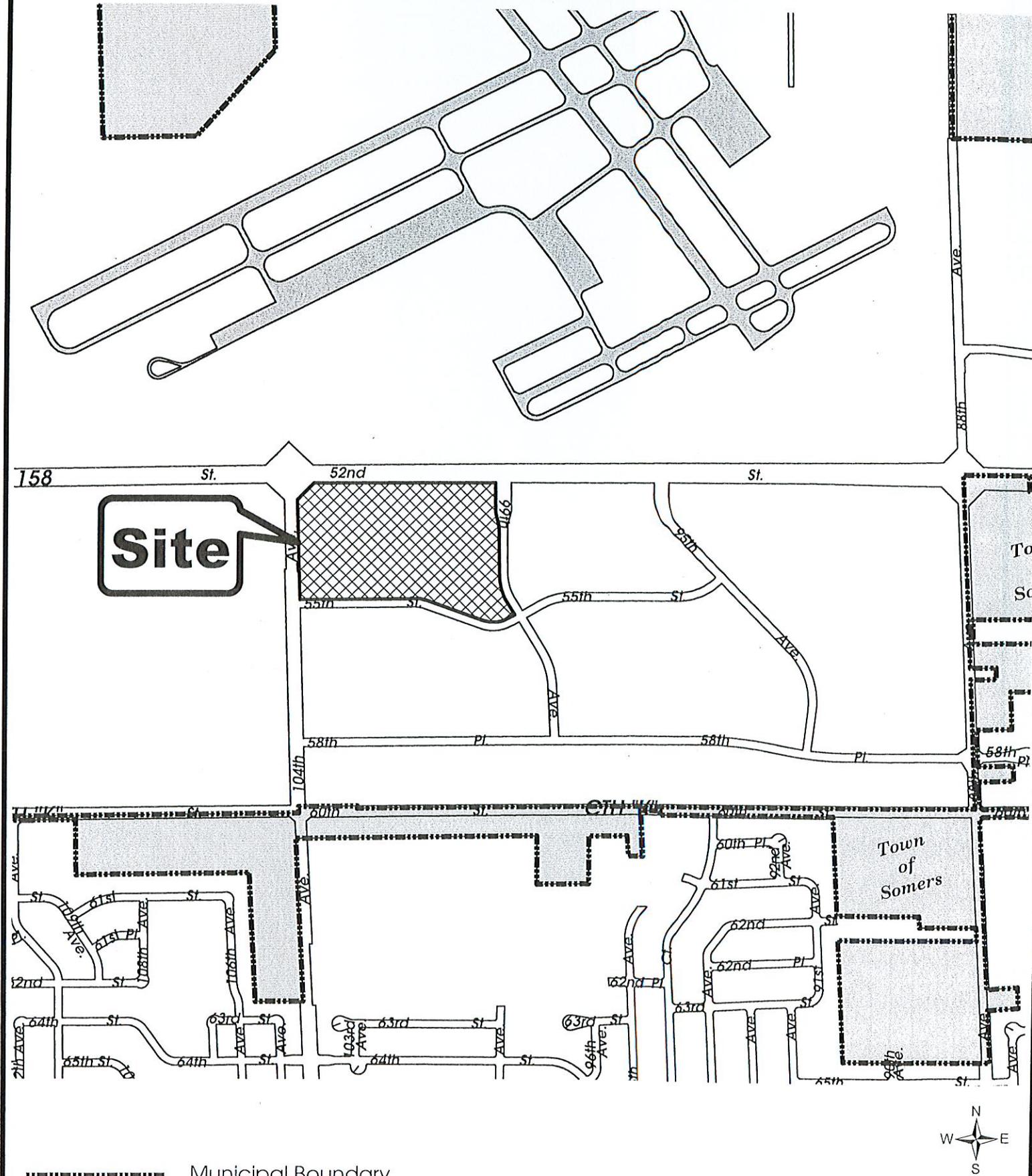
APPROVE:

Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections
/u2/acct/cp/ckays/1CPC/2014/ JAN23/resol-csm-kenall.odt

City of Kenosha

Vicinity Map Kenall CSM



Site

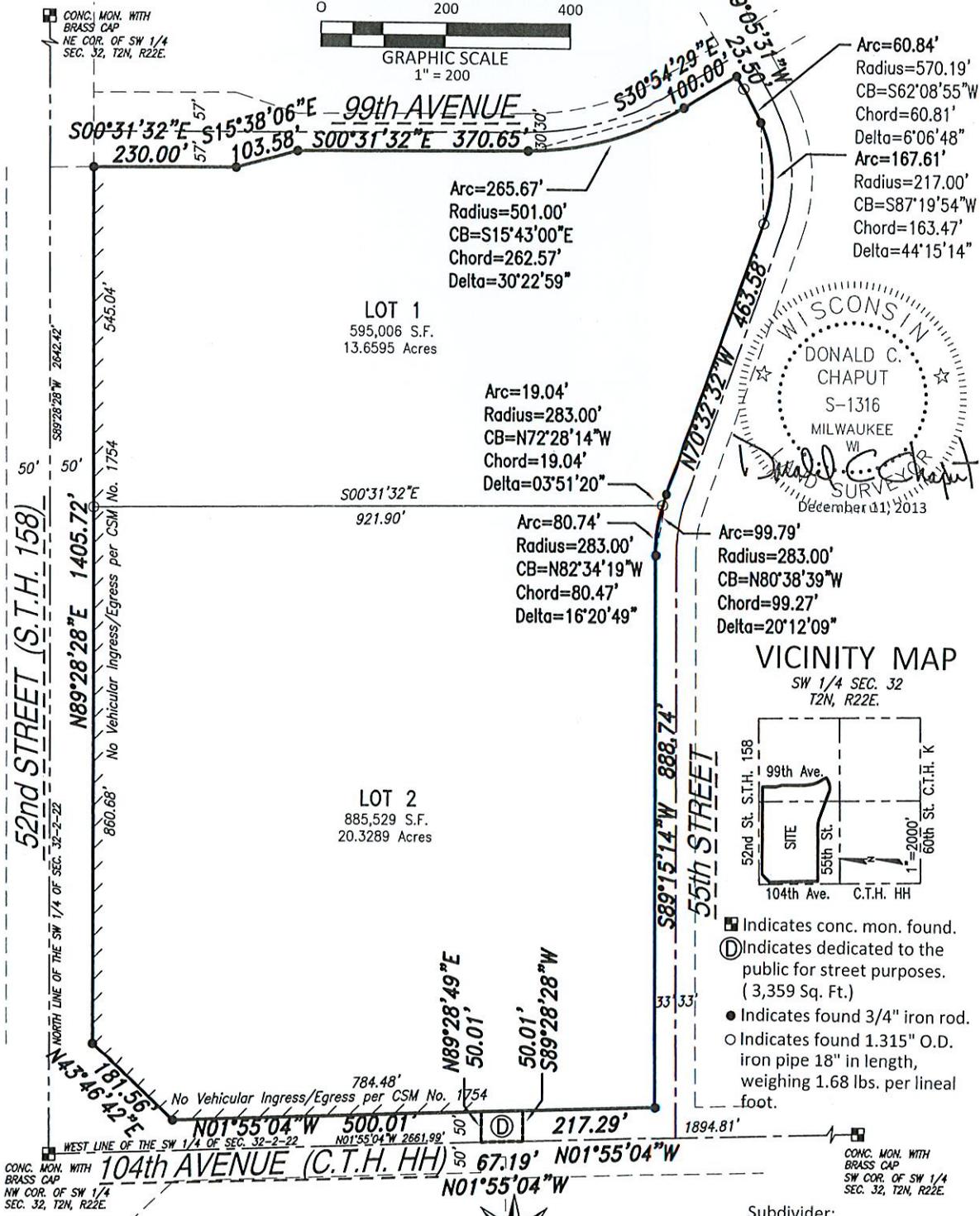
Town of Somers

----- Municipal Boundary



CERTIFIED SURVEY MAP NO. _____

Being a redivision of Parcel 1 of Certified Survey Map No. 2425 and Parcel 3 of Certified Survey Map No. 1754, being a part of the Northwest 1/4 of the Southwest 1/4 and the Northeast of the Southwest 1/4 of Section 32, Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



Arc=60.84'
Radius=570.19'
CB=S62°08'55"W
Chord=60.81'
Delta=6°06'48"

Arc=167.61'
Radius=217.00'
CB=S87°19'54"W
Chord=163.47'
Delta=44°15'14"

Arc=265.67'
Radius=501.00'
CB=S15°43'00"E
Chord=262.57'
Delta=30°22'59"

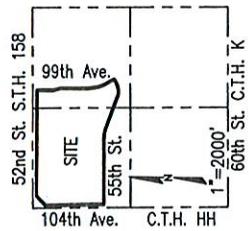
Arc=19.04'
Radius=283.00'
CB=N72°28'14"W
Chord=19.04'
Delta=03°51'20"

Arc=80.74'
Radius=283.00'
CB=N82°34'19"W
Chord=80.47'
Delta=16°20'49"

Arc=99.79'
Radius=283.00'
CB=N80°38'39"W
Chord=99.27'
Delta=20°12'09"

VICINITY MAP

SW 1/4 SEC. 32
T2N, R22E.



- Indicates conc. mon. found.
- ⊙ Indicates dedicated to the public for street purposes. (3,359 Sq. Ft.)
- Indicates found 3/4" iron rod.
- Indicates found 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.

CONC. MON. WITH BRASS CAP
NW COR. OF SW 1/4 SEC. 32, T2N, R22E.

CONC. MON. WITH BRASS CAP
SW COR. OF SW 1/4 SEC. 32, T2N, R22E.

CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Southwest 1/4 of Section 32 bears North 01°55'04" West per Certified Survey Map No. 2425.
Drawing No. 1618-ajs
Sheet 1 of 2 sheets

Subdivider:
Kenall Manufacturing
1020 Lakeside Drive
Gurnee, IL 60031

This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

February 3, 2014 Pg. 98

Common Council Agenda Item H.5.

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Parcel 1 of Certified Survey Map No. 2425 and Parcel 3 of Certified Survey Map No. 1754, being a part of the Northwest 1/4 of the Southwest 1/4 and the Northeast of the Southwest 1/4 of Section 32, Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have survey, divided and mapped Parcel 1 of Certified Survey Map No. 2425 and Parcel 3 of Certified Survey Map No. 1754, being a part of the Northwest 1/4 of the Southwest 1/4 and the Northeast of the Southwest 1/4 of Section 32, Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Southwest 1/4 of Section 32, thence North 01°55'04" West along the West line of said 1/4 Section 1894.81 feet to the point of beginning of the lands to be described; thence continuing North 01°55'04" West along said West line 67.19 feet to a point; thence North 89°28'49" East 50.01 feet to a point on the East line of 104th Avenue (C.T.H. "HH"); thence North 01°55'04" West along said East line 500.01 feet to a point; thence North 43°46'42" East 181.56 feet to a point on the South line of 52nd Street (S.T.H. "158"); thence North 89°28'28" East along said South line 1405.72 feet to a point on the West line of 99th Avenue; thence South 00°31'32" East along said West line 230.00 feet to a point; thence South 15°38'06" East along said West line 103.58 feet to a point; thence South 00°31'32" East along said West line 370.65 feet to a point; thence Southeasterly 265.67 feet along said West line and arc of a curve, whose center lies to the East, whose radius is 501.00 feet and whose chord bears South 15°43'00" East 262.57 feet to a point; thence South 30°54'29" East along said West line 100.00 feet to a point on the North line of 55th Street; thence South 59°05'31" West along said North line 23.50 feet to a point; thence Southwesterly 60.84 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 570.19 feet and whose chord bears South 62°08'55" West 60.81 feet to a point of compound curve; thence Southwesterly 167.61 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 217.00 feet and whose chord bears South 87°19'54" West 163.47 feet to a point; thence North 70°32'32" West along said North line 463.58 feet to a point; thence Northwesterly 99.79 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 283.00 feet and whose chord bears North 80°38'39" West 99.27 feet to a point; thence North 89°15'14" West along said North line 888.74 feet to a point on the East line of 104th Avenue (C.T.H. "HH"); thence North 01°55'04" West along said East line 217.29 feet to a point; thence South 89°28'49" West 50.01 feet to the point of beginning.

THAT I have made this survey, land division and map by the direction of Kenall Manufacturing Company, owner of said land.

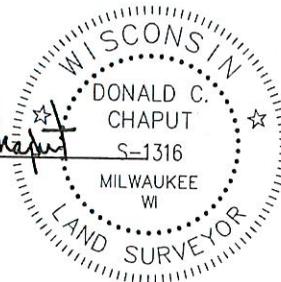
THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Land Division Ordinance of Kenosha County in surveying, dividing and mapping the same.

DATE: December 11, 2013

DONALD C. CHAPUT
REGISTERED LAND SURVEYOR S-1316

Donald C. Chaput



CERTIFIED SURVEY MAP NO. _____

Being a redivision of Parcel 1 of Certified Survey Map No. 2425 and Parcel 3 of Certified Survey Map No. 1754, being a part of the Northwest 1/4 of the Southwest 1/4 and the Northeast of the Southwest 1/4 of Section 32, Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

Kenall Manufacturing Company, a Illinois company, as owner, certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the City of Kenosha ordinance regulating the platting of land and the Kenosha County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes.

WITNESS the hand and seal of _____, this ____ day of _____, 2013.

STATE OF ILLINOIS} _____, President
:SS
COUNTY}

Personally came before me this __ day of _____, 2013, the above named _____, Member to me known as the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My commission expires. _____
My commission is permanent.

CONSENT OF CORPORATE MORTGAGEE

, a banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of KENALL MANUFACTURING COMPANY, OWNER.

By _____ Its
Name: _____
Title: _____

Personally came before me this __ day of _____, 2013, _____, of _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

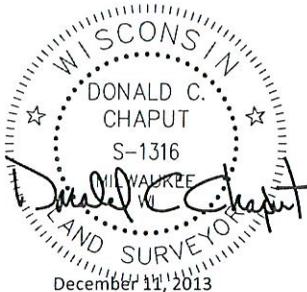
Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.

CITY OF KENOSHA APPROVAL

Adopted this __ day of _____, 2013

ATTEST: _____
Debra L. Salas, City Clerk - Treasurer

APPROVE: _____
Keith G. Bosman, Mayor



**SECTION 1
CERTIFIED SURVEY MAP**

Additional Information Required:	Number of Lots: <u>2</u> Zoning District: <u>M-2</u> Proposed Zoning Change, if any: _____
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) copies of Certified Survey Map (Applicant to keep original) ➤ Four (4) copies of Drainage Plan (when required) ➤ Signed Checklist below
Fees:	<ul style="list-style-type: none"> ➤ 2-Lot Certified Survey Map = \$750 ➤ 3-Lot Certified Survey Map = \$800 ➤ 4-Lot Certified Survey Map = \$850 ➤ With a Developer's Agreement = \$1,500 ➤ Re-submittals = \$400 <p>Miscellaneous fees</p> <ul style="list-style-type: none"> ➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.
Park Fees:	<ul style="list-style-type: none"> ➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.
Appendices to Review:	<ul style="list-style-type: none"> ➤ D, E, F and G
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

Checklist to be completed and signed:

- Scale and north arrow
- Scale of plans less than or equal to 1" = 100'
- Date of original and revisions noted
- Certification from surveyor that Plat complies with Chapter 17
- Reproducible paper less than 36" in width
- Location of all existing structures and first floor elevations
- Location of utility and drainage easements
- Exact length and bearing of the centerline of all streets
- Exact street width along the line of any obliquely intersecting street
- Railway rights-of-way within and abutting the plat
- Location and size of all lands to be dedicated for public use (when required)
- Comprehensive drainage plan
- Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- Major street setback or WisDOT setbacks (if applicable)
- Map shows entirety of all parcels in proposed certified survey map

Checklist to be completed and signed:

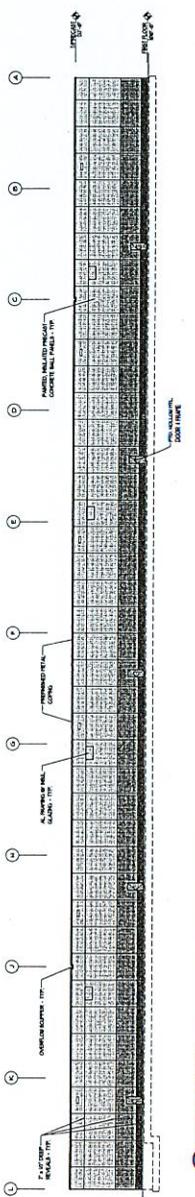
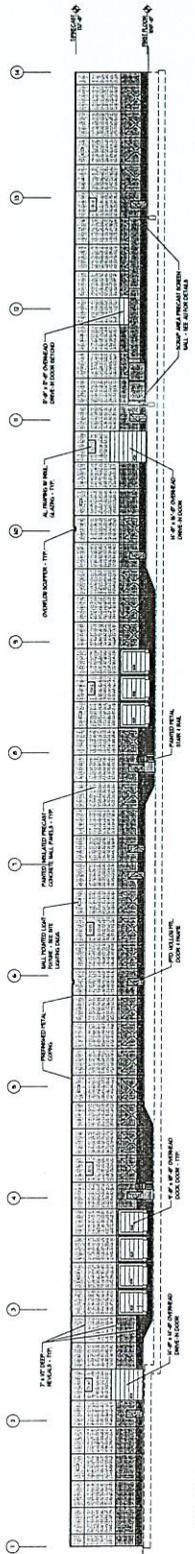
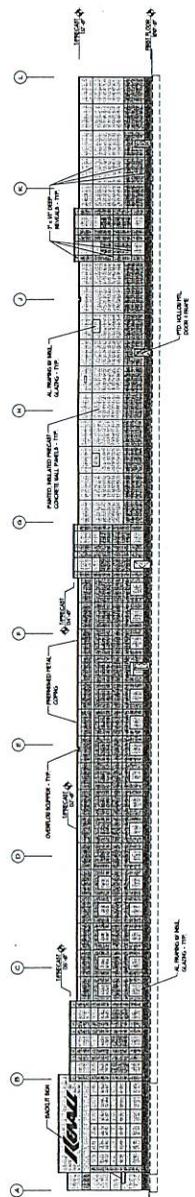
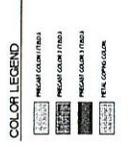
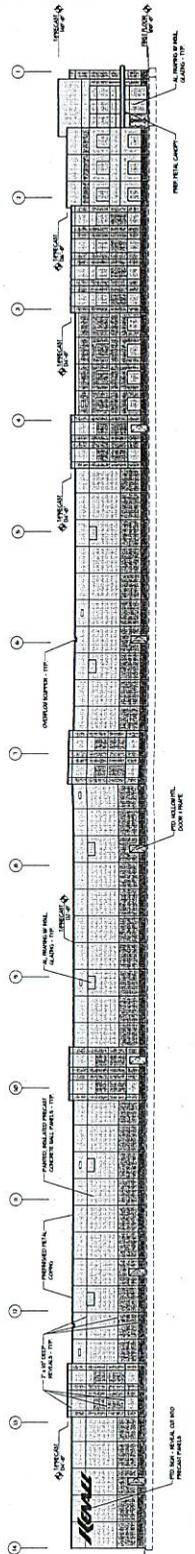
- Floodplain limits of the 100 year recurrence interval flood
- Location of any wetlands, shoreland, or other environmental areas (if applicable)

Plans to be submitted (when applicable)

- Street plans and profiles
- Sanitary sewer plans and profiles
- Storm sewer plans
- Grading/drainage plans
- Water main plans and profiles
- Erosion control plans
- Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.


Applicant's Signature







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

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

DEPARTMENT OF PUBLIC WORKS

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

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

Date: January 23, 2014

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

Eric Haugaard, Chairman
Public Works Committee

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

Subject: ***Emergency Vehicle Pre-Emption System Agreements between the City and the Wisconsin Department of Transportation.***

BACKGROUND INFORMATION:

Staff is working with the Wisconsin Department of Transportation (WisDOT) to install Emergency Vehicle Pre-Emption (EVP) on all WisDOT maintained traffic signals within the Kenosha Fire Department's jurisdiction. The following WisDOT signals are being upgraded and WisDOT has approached the City and asked if we would like to add EVP to these intersections:

- I-94 South-Bound Ramps and 71st Street
- I-94 North-Bound Ramps and 71st Street
- 71st Street and 118th Avenue
- I-94 South-Bound Ramps and STH 158
- I-94 North-Bound Ramps and STH 158
- I-94 Ramps and STH 50
- STH 50 and 123rd Avenue
- STH 50 and 118th Avenue

WisDOT will install and maintain Infrared EVP equipment at all intersections and the City will install and maintain GPS EVP equipment at all intersections. Funding is available in the Capital Improvement Plan Project Number OT-09-006.

RECOMMENDATION:

Staff recommends approval of the Emergency Vehicle Pre-Emption System Agreements with the Wisconsin Department of Transportation and authorize the Director of Public Works to execute the agreements.

February 3, 2014 Pg. 106



**Division of Transportation
System Development**
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

9/4/2013

CITY OF KENOSHA
ATTN: MR. CLEMENT ABONGWA, P.E.
625 52ND STREET, ROOM 305
KENOSHA, WI 53140

Subject: I.D. 1032-10-71 / 1032-10-72 / 1032-14-71
EVP Request – Kenosha County

Locations:	<u>1032-10-71</u> STH 50 & 123 rd Avenue STH 50 & I-94 Ramps STH 50 & 118 th Avenue	<u>1032-10-72</u> 71 st Street & I-94 SB Ramps 71 st Street & I-94 NB Ramps 71 st Street & 118 th Avenue	<u>1032-14-71</u> STH 158 & I-94 SB Ramps STH 158 & I-94 NB Ramps
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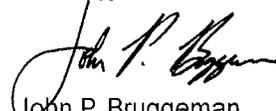
Dear Mr. Abongwa:

This letter is in response to your written request for Emergency Vehicle Pre-Emption (EVP) at the state maintained traffic signals at the above-mentioned locations. This EVP equipment will be installed as part of Project I.Ds 1032-10-71, 1032-10-72, and 1032-14-71, per your request. The costs incurred in installation and maintenance of the Infrared EVP equipment will be paid by the Department. The costs incurred in installation and maintenance of the GPS EVP equipment will be paid by the City of Kenosha. The City of Kenosha is responsible for all costs associated with the emitting devices for its authorized vehicles for both types of equipment. We have existing GPS EVP agreements on file for all intersections in projects 1032-10-71 and 1032-10-72. New agreements will include both Infrared and GPS equipment and replace all previous agreements.

Enclosed please find three copies of the Emergency Vehicle Pre-emption System Agreement for the intersection(s) stated above. Please review the agreements and, if conditions are satisfactory, sign and date all three copies and return them at your earliest convenience. One fully executed original of the agreement (per intersection) will be returned to you. For your reference, a copy of WisDOT's current EVP policies (Traffic Guidelines Manual 4-2-20) has also been included.

If there are any questions, please feel free to contact me at (262) 521-5339.

Sincerely,


John P. Bruggeman
Signal Operations Engineer
john.bruggeman@dot.wi.gov

Enclosure(s)



Traffic Guidelines Manual

ORIGINATOR Director, Bureau of Traffic Operations		4-2-20
CHAPTER 4	Signals	
SECTION 2	Traffic Control Signals	
SUBJECT 20	Emergency Vehicle Pre-emption	

A. General/Purpose

The following applies to the installation and operation of Emergency Vehicle Pre-emption (EVP) systems involving traffic control signals owned and operated by the Department.

B. Policy

Statutory Provisions

347.255 Auxiliary lamps on emergency vehicles used to activate traffic control signal pre-emption devices. (1) An authorized emergency vehicle described in s.340.01 (3)(a), (c), (g) or (l) *may* be equipped and operated with lamps designed and used solely to activate official traffic control signal pre-emption devices. (2) The lamps authorized for use under this section *may* be any color and *may* be flashing, oscillating, rotating or pulsating. (3) No operator of an authorized emergency vehicle *may* use such lamps except when responding to an emergency call, when pursuing an actual or suspected violator of the law or when responding to, but not when returning from, a fire alarm.

The above does not preclude actuation by means of devices other than lamps.

Eligibility

Any local governmental unit, agency, or organization having responsibility for providing emergency services is eligible to request an EVP system.

Request Procedure

The local unit **shall** make the request in writing to the Department. The following information *should* be included in the request:

1. Location of proposed EVP systems.

2. Location of emergency facilities (fire station, police station, etc.) where vehicles will be departing and description of the route to be provided with a pre-emption system.
3. Listing or estimate of number of vehicles to be outfitted.
4. Brand/Model of equipment being requested.

Approval

1. The Department **shall** review each request and respond in writing to the local unit as to the approval or denial of the request.
2. The Department *may* deny any request that it deems would have an overall negative impact on the traveling public.
3. If the local agency is requesting a brand/model of EVP other than the Department standard, the request must include a discussion about compatibility with neighboring agencies along the same corridor.
4. For approved requests, an official "EVP System Agreement" **shall** be prepared and approved by the Department and the local unit. Template is included at the end of this policy. This policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be stipulated in the agreement.
5. The Department *may* allow an indicator light that is intended to confirm to the driver of an emergency vehicle that the pre-emption signal has been received. The use of this device does not preclude the need of the vehicle operator to rely on the signal indications for assigned intersection right-of-way. Requests for such EVP confirmation lights *should* be reviewed on a case-by-case basis, and are subject to the following conditions:
 - a. The Department *may* deny any request for confirmation lights that it deems would have an overall negative impact on traffic safety or operations.
 - b. EVP confirmation lights **shall** only be installed at signalized intersections where:
 - i. Signal(s) on the STH system are embedded in a locally-owned system that is also equipped with confirmation lights. This implies consideration for route continuity, or
 - ii. Multiple emergency vehicles have the potential to respond on conflicting approaches and from different points of origin. These conditions will typically exist in large urban areas where there are multiple precincts in the same municipality.
6. EVP equipment that has the ability to discriminate between individual responding vehicles **shall not** be used.

7. In the event that it comes to the attention of the Department that the pre-emption is being misused, such as by unauthorized vehicles, or that the municipality is not using or intends to abandon the system, the Department *may* notify the municipality of the situation. If the matter is not resolved and corrected the Department reserves the right to set about removing the equipment. The Department will notify the municipality in writing as to its intent and give the scheduled date of removal of the equipment indicated in item 5 below.

Installation/Maintenance

1. Department forces **shall** perform the installation, maintenance, modification, or removal of the EVP system equipment that is located at the traffic signal. Generally, this equipment would include the receiving device (mounted on the mast arm or signal head), the phase selector (in the control cabinet), confirmation light, and any miscellaneous cables and wiring needed to operate and power the portion of the EVP system located at the signal.
2. The local unit will be responsible for the installation of the emitting devices in authorized vehicles.
3. The Department **shall** maintain a reasonable inventory of spare parts for the Department's selected standard equipment in order to service the EVP system equipment located at the traffic signal. If the local agency is requesting equipment other than the standard equipment, the local agency **shall be responsible for maintaining and providing** a reasonable inventory. Specify which in the agreement.
4. When notified, Department forces will respond to correct suspected failures or breakdowns, or perform requested modifications in the EVP system equipment at the traffic signal.
5. Upon the Department's request, the local unit will be responsible for verifying the working status of the EVP system by performing a "field test" using an emergency vehicle equipped with an EVP emitter device. The local unit is responsible for periodically checking the EVP equipment.
6. If used, the style and type of confirmation lights on of state- and locally-owned signals within each municipality **shall** be standardized. Confirmation Lights **shall** be a LED, 120 VAC, white, directional light that fits into a PAR 38 socket.
7. In the event of a construction project, EVP service **shall** be maintained at any intersection with permanent EVP agreements. In addition, EVP equipment may be installed, if requested by a local unit, at any additional signals within the construction project itself, or on a designated detour route in the event of a road closure.

Operation/Phase Timing

1. The Department **shall** determine the phasing and timing of the pre-emption sequencing with input from the local unit. There are three key features that must be considered when determining how the pre-emption will operate:
 - a. Left turn phasing (protected, protected/permissive, or permissive only)
 - b. Signal head configuration for left turning movement (shared vs exclusive head)
 - i. Shared heads: include both circular indications and arrow indications (used by through and turning vehicles)
 - ii. Exclusive heads: arrow indications only (used solely by turning vehicles)
 - c. Style of pre-emption sequencing (common greens vs. exclusive greens)
 - i. Common greens: indicates opposing through phases both have a green ball. The corresponding left turn phases are permissive only.
 - ii. Exclusive greens: indicates only one through movement and its corresponding left turn phase have the green ball/arrow.
2. The Department offers the following operational guidance based upon the combination of those three key features identified above:
 - a. Protected Only Left Turns
 - i. Exclusive Head
 1. **Shall** operate with exclusive greens for the safety and ease of turning of the pre-empting vehicle.
 - b. Permissive Only Left Turns
 - i. Shared Head
 1. Common greens
 - a. *May* be used.
 2. Exclusive greens
 - a. *May* be used if an all red period is introduced or a W25-2 sign is installed.
 - ii. Exclusive Head
 - a. **Shall** operate with common greens since a green left turn arrow is not available for use with exclusive greens.
 - c. Protected/Permissive Left Turns
 - i. Shared Head
 1. Common greens
 - a. *May* be used.
 2. Exclusive greens
 - a. *May* be used if an all red period is introduced or a W25-2 sign is installed.
 - ii. Exclusive Head
 1. Common greens
 - a. *May* be used.
 2. Exclusive greens
 - a. *May* be used.

3. Any exceptions to the guidance in item 2 above **shall** be included as part of the special terms or conditions of the agreement.
4. If used, the operation of confirmation lights on of state- and locally-owned signals **shall** be standardized such that the approach being preempted has a steady indication. Approaches with secondary calls **shall** flash. The flash rate **shall** not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

Driver Training

1. The local unit **shall** be responsible for training the emergency services personnel on the proper operation of the system.
2. This training *should* provide clear understanding of these items:
 - a) The definition of an authorized emergency vehicle at the beginning of this policy.
 - b) The conditions when pre-emption *may* be used.
 - c) The use of pre-emption does not remove the responsibility of the vehicle operator from determining whether or not it is safe to enter the intersection.
 - d) The operator cannot assume that the pre-emption has gone into effect. The operator must rely on the traffic signal indication.
 - e) The proper operation of the activating device located on the vehicle.

Cost

1. The most common source of funding for a complete EVP system has been local funds or federal urban funds. However, EVP equipment at the traffic signal and installation may also be funded as part of an improvement project, provided it is incidental to the improvement. Please see Program Management Manual document 03-25-05 to determine the most appropriate source of funding.
2. The local municipality **shall** be responsible for all costs associated with the emitting devices for its authorized vehicles.
3. The Department **shall** be responsible for all material, equipment, labor, training, and incidental costs associated with maintaining, operating, modifying, or removing the EVP system at the traffic signal unless non-standard EVP system equipment is used. When non-standard equipment is installed, the local unit **shall** be the responsible for maintaining and supplying spare inventory to the Department.
4. Any cost associated with the continuance of service of an EVP system on temporary signals or on a temporary route during a construction project **shall** be borne by the project.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

in the _____ of _____

Description of route: _____

Listing of estimated number of vehicles to be outfitted: _____

Inventory of spare EVP equipment shall be provided by WisDOT/Local Agency.

The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE _____

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____

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This is a binding agreement between the Wisconsin Department of Transportation and the

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This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

STH 50 & 123rd Avenue

in the City of Kenosha and Village of Bristol

Description of route: Northbound, Southbound, Eastbound and Westbound

Listing of estimated number of vehicles to be outfitted: 32 Fire Department vehicles

Inventory of spare Infrared EVP equipment shall be provided by WisDOT.

Inventory of spare GPS EVP equipment shall be provided by the City of Kenosha.

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Local Government
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71st Street & I-94 NB Ramps

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The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE

City of Kenosha

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

City of Kenosha

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

71st Street & 118th Avenue

in the City of Kenosha

Description of route: Northbound, Southbound, Eastbound, & Westbound

Listing of estimated number of vehicles to be outfitted: 32 Fire Department Vehicles

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STH 158 & I-94 Northbound Ramps

in the Town of Somers

Description of route: Eastbound, Westbound, & Northbound

Listing of estimated number of vehicles to be outfitted: 32 Fire Department Vehicles

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in the Town of Paris

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STH 50 & 118th Avenue

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ACCEPTED FOR THE

City of Kenosha

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: Michael Maki, AICP, Community Development Specialist *MM*
Department of Community Development & Inspections

RE: **Neighborhood Stabilization Program Agreement Between
the City of Kenosha and Kenosha Housing Authority for
property at 5814 19th Avenue. (District #2)**

DATE: January 29, 2014

The attached Agreement pertains to the property at 5814 19th Avenue which was surrendered to the City in late December 2013.

Since the property will be transferred to the Housing Authority with a Quit Claim Deed, the State requires this Agreement between the City and Kenosha Housing Authority. The approval of the Agreement will authorize the City to use Neighborhood Stabilization Program funds for the project.

Again, NSP funds will be used to raze the existing home, complete asbestos testing and potential abatement, and to complete site restoration with the adjacent property.

The Kenosha Housing Authority approved the Agreement at their January 21, 2014 meeting.

MM:kas
Attachment

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

**Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(5814 19th Avenue)**

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY") and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to demolish an existing single-family house and garage on the property located at 5814-19th Avenue and combine property with another Neighborhood Stabilization Program (NSP) property located at 5810-19th Avenue;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes demolition of an existing single-family house and garage described in Attachment A.
- II. **BUDGET.** The DEVELOPER shall utilize \$50,000 in NSP Program Income Funds for the demolition and site improvement as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence redevelopment of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of

being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- VII. ASSIGNMENT.** The DEVELOPER may not assign this Agreement or sell to a third party without the prior written consent of the CITY.
- VIII. AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

XII. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of Community Development and Inspections
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2014.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

KENOSHA HOUSING AUTHORITY

Shawnelle Gross, Chairman

Donna M. Cook, Executive Director

Attachment A

NSP Project Scope / Budget / Timeline

5814-19th Avenue

Sources of Funds	Budget Amount
NSP Program Income	\$50,000
Total Sources of Funds	\$50,000

Uses of Funds	
Asbestos Testing/Abatement	\$7,500
Demolition	\$15,000
Landscaping	\$7,500
Fencing	\$5,000
Concrete Driveway	\$10,000
Taxes/Utilities/Contingency	\$5,000
Total Uses of Funds	\$50,000

Timeline

Asbestos Testing	01/31/14
Project Bidding	02/14/14
Bids Due	03/14/14
Project Commencement	03/19/14
Project Completion	06/30/14

·Planning & Zoning
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262.653.4030
262.653.4045 FAX
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·Building Inspections
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Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: Michael Maki, AICP, Community Development Specialist *MM*
Department of Community Development & Inspections

RE: **Agreement by and between the County of Kenosha, Wisconsin and the City of Kenosha, Wisconsin Regarding the Acquisition of 5706 8th Avenue**

DATE: January 30, 2014

The attached Agreement pertains to the acquisition of 5706 8th Avenue from Kenosha County.

Through the Agreement, Kenosha County will acquire the property through the tax deed process due to delinquent property taxes. The County is also obligated to initiate and complete litigation such that it can convey insurable title to the City. Following conveyance by the County, the City intends to convey the property to Gorman & Company, Inc. for the purpose of restoration of the building (*See next item: Conveyance Purchase Agreement by and between Gorman & Company, Inc. and the City of Kenosha, Wisconsin Regarding 5706 8th Avenue*).

Once the tax deed process has been completed, the County will convey the property to the City, in return for a total payment of \$109,275.86. The entire payment will come from proceeds paid by Gorman & Company, Inc. paid to the City.

At time of Closing, the City will pay the County an initial payment of \$51,150.82. If the property is successfully conveyed to Gorman & Company, Inc., the City will pay the remaining balance to the County. If the property is not conveyed to Gorman & Company, Inc., the City will not owe anything beyond the initial payment.

MM:kas
Attachment

AGREEMENT

By and Between

**The County of Kenosha, Wisconsin
a Wisconsin Municipal Corporation**

And

**The City of Kenosha, Wisconsin
a Wisconsin Municipal Corporation**

This Agreement ("Agreement") is made by between the County of Kenosha, Wisconsin, a municipal corporation and the City of Kenosha, Wisconsin, a municipal corporation duly organized under the laws of the State of Wisconsin, and shall be effective upon approval and execution by the parties.

WITNESSETH

WHEREAS, the property located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is described on Exhibit "A" and is commonly known as 5706 8th Avenue, bearing Tax Parcel Number 12-223-31-466-001 ("Property") is currently titled in the name of Andrea Z. Christensen, who is deceased;

WHEREAS, the Property is in a state of disrepair and the redevelopment of the Property would be beneficial to the City and County by increasing the City's and County's tax base and providing a stimulus to the downtown area;

WHEREAS, the condition of the Property caused the City to issue a raze order on November 17, 2011, pursuant to section 66.0413, Wis.Stats.

WHEREAS, the real estate taxes on the Property have not been paid since 2004 and numerous tax certificates have been issued to the County for failure to pay said taxes;

WHEREAS, a developer desires to purchase the Property, remediate, restore and develop the site in a manner which will enhance the neighborhood and the City

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, as follows:

1. Acquisition by County. County shall initiate and pursue to completion the acquisition of the Property by tax deed pursuant to Chapter 75 of the Wisconsin Statutes. County

shall, by application to the County Board, take a tax deed to the property in its name by March 31, 2014.

2. Initiation of Title Action. Subsequent to the taking of the tax deed, County shall, within 15 business days of the taking, commence and diligently pursue an action in Kenosha County Circuit Court under Sections 75.39–75.52, Wis. Stats. ("Title Action"), to judgment in County's favor which is acceptable to City and Chicago Title Insurance Company ("CTIC") for purposes of having CTIC issue an owner's policy of title insurance to the City ("Owner's Title Policy"). County shall name as defendants those parties required by CTIC in order to issue its Owner's Title Policy without exception for any redemption rights or the claims of others arising out of Chapter 75, Wis. Stats, and otherwise insuring that there are no outstanding liens on the Property as of the date the City acquires title (other than taxes for the year of closing which are not yet due and payable, if any) ("Insurable Title"). County shall not be required to pursue the Title Action if it obtains and records a properly authorized quitclaim deed for the Property from an authorized representative of the Estate of Andrea Z Christensen which is acceptable in all forms to CTIC in its sole discretion to provide Insurable Title to the City and to allow CTIC to issue the Owner's Title Policy.

3. Conveyance to City. County shall, within 30 business days of the final judgment(s) in the Title Action, convey the Property to the City as permitted by Section 75.69 (2), Wis.Stats. for the sum of One Hundred Nine Thousand, Two Hundred and Seventy-Five Dollars and Eighty-Six cents (\$109,275.86) plus eighty-five percent (85%) of any sale price over One Hundred Nine Thousand, Two Hundred and Seventy-Five Dollars and Eighty-Six cents (\$109,275.86) if the Property is conveyed to Gorman & Company, LLC. ("Purchase Price"). County agrees to waive the balance of any penalties and interest on the Property.

a. On the closing date, County shall convey to City title to the Property, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed"), in customary form reasonably acceptable to City and CTIC. The City shall make payment at the time of closing of Fifty-One Thousand, One Hundred and Fifty Dollars and Eighty-Two cents (\$51,150.82) ("Initial Payment"). The City shall keep County informed as to the status of their Contingent Purchase Agreement with Gorman & Company, LLC. Beginning October 31, 2014, City shall advise the County, in writing, of the status of said Agreement, and shall continue to provide the same every ninety (90) days. Should the Contingent Purchase Agreement be terminated, City shall not owe anything beyond the Initial Payment. Should the City conclude the Contingent Purchase Agreement successfully, the balance of the Purchase Price shall be paid to the County within thirty (30) days of closing the transaction on the Property.

b. City agrees to accept title and ownership of the Property, in its current condition at the time of sale "as is and with all faults." Said sale shall be full and final.

c. The conveyance shall, however, be subject to the condition precedent that the County provide Insurable Title as required by CTIC in any title commitment and that CTIC is prepared to issue the Owner's Title Policy at closing..

d. City shall hold harmless and indemnify the County from any and all liability for any reason, known or unknown, related to the condition or status of the property, whether such liability or condition is known or unknown at the time of transfer of title.

e. Notwithstanding anything to the contrary in this Agreement, City and County shall cooperate in the execution and delivery of such documents (including, but not limited to, documents required by CTIC) to ensure that Insurable Title is passed in such a way so as to allow City to convey the Property to a third party with Insurable Title (as to the third party's title taken from City).

4. 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 County through the date of closing. If any such loss occurs prior to closing, then City shall have the right and option to either: (a) terminate this Agreement, whereupon neither City nor County shall have any further liability hereunder, or, (b) consummate this transaction and be entitled to all insurance and other proceeds, if any, relating to such loss, with a credit against the purchase price equal to the amount of the deductible applied to any such insurance proceeds.

5. Notice. All notices and other communications required or permitted hereunder shall be in writing and delivered either by hand or by certified mail, return receipt requested, addressed to City or County, as the case may be, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to City, then to:

City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, WI 53140

With a copy to:

City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

If to County, then to:

County Clerk
1010 56th Street
Kenosha, WI 53140

With a copy to:

Corporation Counsel
912 56th Street
Kenosha, WI 53140

6. Amendment. Neither this Agreement nor any term or condition hereof may be modified or amended, except in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

7. Wisconsin Law. Wisconsin law shall apply to this Agreement and all disputes shall be adjudicated in Kenosha County Circuit Court.

8. 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.

9. Counterparts. This Agreement may be executed simultaneously in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Recording. The parties shall not record this Agreement.

12. Waiver. No extension of time, forbearance, neglect or waiver on the part of a party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the party, nor shall any extension of time, forbearance or waiver on the part of a party in any one or more instance or particular be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Agreement.

13. Representation of Authority. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

15. Effective Date. This Agreement shall be in effect upon approval and execution by the parties. The Effective Date shall be the date of last execution.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have hereunto executed this SETTLEMENT AGREEMENT on the dates below given.

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

BY: _____
DEBRA SALAS, City Clerk/Treasurer

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS City Clerk/Treasurer 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 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: _____

THE COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JIM KREUSER, County Executive

BY: _____
MARY SCHUCH-KREBS, County Clerk

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, JIM KREUSER, County Executive, and MARY SCHUCH-KREBS, County Clerk for the COUNTY 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 County Executive and County Clerk 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: _____

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: Michael Maki, AICP, Community Development Specialist *MM*
Department of Community Development & Inspections

RE: **Contingent Purchase Agreement by and between Gorman and Company, Inc. and the City of Kenosha, Wisconsin Regarding 5706 8th Avenue**

DATE: January 30, 2014

The attached Agreement pertains to the purchase of 5706 8th Avenue by Gorman and Company, Inc., hereafter "Developer", from the City of Kenosha. Through the Agreement, the Developer will purchase the property from the City following conveyance by Kenosha County for the purpose of restoration of the building

The Developer has until October 31, 2014 to provide an "Exercise Notice" noting that it is prepared to acquire the property. Should the Developer fail to submit the Exercise Notice, this agreement will automatically terminate. The Closing shall occur by May 15, 2015, which is subject to requests for extension if all conditions are not completed prior to the Closing. Should the Developer default under the Agreement, it is obligated to raze the building.

Prior to Closing, the Developer will be required to submit its Conditional Use Permit for the development of the property and submit applications for all permits and other licenses required to develop the property. Additionally, the City and the Developer will negotiate a separate Parking Agreement and Development Agreement following approval of this Agreement.

MM:kas
Attachment

CONTINGENT PURCHASE AGREEMENT

by and between

GORMAN & COMPANY, INC.
a Wisconsin Corporation

and

THE CITY OF KENOSHA, WISCONSIN
a Municipal Corporation

THIS CONTINGENT PURCHASE AGREEMENT (“Contract”) is made by and between **GORMAN & COMPANY, INC.**, a Wisconsin corporation or its assigns (**“BUYER”**) and the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation duly organized under the laws of the State of Wisconsin, (**“CITY”** or **“SELLER”**). This Contract shall be effective upon approval and execution by the parties.

WITNESSETH:

WHEREAS, the property located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is described on **Exhibit “A”** and is commonly known as 5706 8th Avenue (**“Property”**) is currently titled in the name of Andrea Z. Christensen, who is deceased (the **“Current Owner”**); and

WHEREAS, the Property is in a state of disrepair and CITY wishes it to be redeveloped; and

WHEREAS, there are unpaid real estate taxes on the Property for which the County of Kenosha, Wisconsin (**“County”**) is entitled to acquire the property by tax deed; and

WHEREAS, the County intends to initiate the process to acquire title to the Property from the Current Owner through the tax deed process and convey the Property to City; and

WHEREAS, it is the intention of the parties that CITY acquire title to the Property from the County; and

WHEREAS, it is the intention of the parties that after CITY acquires title to the Property from County, that CITY will convey the Property to BUYER in accordance with the terms and conditions of this Contract; and

WHEREAS, BUYER intends to develop the Property as a hotel and banquet facility or with other improvements as determined by BUYER and approved by the CITY in accordance with its customary approval process (such improvements intended by BUYER are referred to herein as the **“Development”**); and

WHEREAS, the redevelopment of the Property is beneficial to SELLER and County in order to increase the City's and County's tax base and potentially provide stimulus to the downtown area; and,

WHEREAS, BUYER may require parking located off the property for use in its development of the Property.

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 by City; County Agreement.** If all of Buyer's contingencies provided in this Contract are satisfied at any time before October 31, 2014 (the "**Buyer Diligence Date**"), Buyer shall provide a written notice to City that it is prepared to acquire the Property ("**Exercise Notice**"). If Buyer fails to provide an Exercise Notice on or before that date, this Contract shall automatically terminate. If Buyer has provided an Exercise Notice, the CITY shall if it has not already done so, acquire the Property from the County at such point in time that County is able to convey the Property to the CITY. The agreement between the CITY and County which allows CITY to purchase the Property is attached hereto as **Exhibit "B"** (the "**County Agreement**"). It is understood by the parties hereto that CITY does not intend to take title from the County until such time as the County acquires either; (1) (a) a quitclaim deed to the Property from the Estate of Andrea Z. Christensen (the "**Estate Deed**") or (b) the County has initiated and completed an action pursuant to Wis. Stat. §§75.39–75.52 (the "**County Litigation**"); and (2) Chicago Title Insurance Company, Waukesha County, Wisconsin (the "**Title Company**") will issue the Owner's Policy and Lender's Policy (each defined in Section 7.a.i.) without any title exceptions relating to the completion of the County Litigation or the need for an Estate Deed (collectively, (1)(a) or (1)(b), and (2) are the "**Title Conditions**"). If Buyer provides an Exercise Notice and the Title Conditions are satisfied, but CITY fails to take title to the Property from County on or before the Closing Date (defined in Section 2 below), it shall be a default by CITY under this Contract.
2. **Agreement to Purchase and Sell; Closing Date.** Provided that (i) Buyer has provided an Exercise Notice to Seller; (ii) the Title Conditions and other conditions to Closing in this Contract have been satisfied; and (iii) SELLER has acquired the Property from County, SELLER hereby agrees to sell to BUYER, and BUYER shall purchase the Property from SELLER ("**Closing**") either (a) on or before May 15, 2015 or (b) if only (i) has been satisfied by May 15, 2015, ten (10) days after the date on which (ii) and (iii) have been satisfied (such date, subject to extension as provided herein, being the "**Closing Date**"). In any event, Buyer shall have the right to extend the Closing Date by ninety (90) days from its then-current date by depositing \$10,000 with Seller, which shall be immediately non-refundable, but which shall be credited against the Purchase Price (defined in Section 3). Notwithstanding anything to the contrary in this Agreement, it shall be a condition to Buyer's obligation to close that the Title Conditions are satisfied at or prior to closing.
3. **Purchase Price.** The purchase price ("**Purchase Price**") for the Property is One Hundred and Twenty Two Thousand Five Hundred and 00/100 Dollars (\$122,500.00), which shall be

delivered to SELLER, by certified check or wire transfer, on the Closing Date.

4. **Conveyance.** On the Closing Date, SELLER shall sell and convey to BUYER title to the Property, by delivery of a fully executed and acknowledged Quit Claim Deed (“**Deed**”), in customary form reasonably acceptable to BUYER and the Title Company.
5. **County Acquisition and Tax Deed Process.** Notwithstanding anything to the contrary in this Contract, BUYER shall not be obligated to purchase the Property from City if the Title Company will not issue the Owner's Policy and the Lender's Policy at Closing.
 - a. BUYER and SELLER acknowledge and agree the County anticipates that it will be entitled to acquire a tax deed to the Property under Wis. Stat. § 75.12 from the Current Owner as early as February 24, 2014 (the "**First Conveyance Date**"). Promptly after the First Conveyance Date, the CITY shall obtain a written certification from the County acceptable to BUYER, confirming to CITY and BUYER that County is prepared to take title to the Property from Current Owner by having the County Board approve the issuance of a tax deed upon CITY'S request, and shall obtain such additional updates as BUYER may reasonably request.
 - b. BUYER and SELLER acknowledge and agree that the latest date on which the County board may approve the completion of the tax deed process and acquire title to the Property from the Current Owner, as determined by Wis. Stat. § 75.14(1) and Wis. Stat. § 75.12(6), is November 23, 2014 (the "**Last Deed Date**").
 - c. Notwithstanding anything to the contrary in this Contract, if BUYER delivers an Exercise Notice (the date that BUYER sends an Exercise Notice, if at all, is the "**Exercise Date**"), CITY shall require the County to obtain title to the Property if it has not already done so, through the tax deed process in accordance with the County Agreement and in a way which satisfies all of the Title Conditions of the Title Company on or before the Last Deed Date, but in no event later than twenty (20) days of the Exercise Date unless otherwise agreed to by Buyer in writing. The CITY shall require the County to begin the County Litigation within thirty (30) days of the Exercise Date.
 - d. If, at any time after the Effective Date, any party redeems the Property or otherwise takes any action which would prevent the County from taking title to the Property through the tax deed process on or before the Closing Date, BUYER may terminate this Contract. Notwithstanding anything to the contrary, if at any time after the commencement of the County Litigation and prior to County obtaining either (i) a judgment in the County Litigation in County's favor, which is acceptable to BUYER and the Title Company for purposes of having the Title Company issue the Owner's Policy and Lender's Policy or (ii) an Estate Deed which is acceptable to BUYER and the Title Company for purposes of having the Title Company issue the Owner's Policy and Lender's Policy, BUYER determines that any party has taken any action which would adversely affect BUYER's intended acquisition of the Property or the Title Company's ability or willingness to issue the Owner's Policy and Lender's Policy, BUYER may terminate this Contract.

- e. CITY shall cooperate to cause County to execute and deliver such documents (including, but not limited to, documents required by the Title Company relating to the Owner's Policy and Lender's Policy). BUYER and CITY may reasonably require to effectuate the intent of this Contract and to allow City to obtain title to the Property and convey it to Buyer in the condition required by this Contract and to satisfy the Title Conditions.
6. **Closing Documents.** BUYER and SELLER shall endeavor to circulate final drafts of all closing documents for the transaction contemplated by this Contract at least five (5) business days prior to the scheduled Closing Date.
7. **BUYER Due Diligence; BUYER Discretion.** BUYER and SELLER agree that all of the contingencies in this Section 7 shall be satisfied to BUYER'S sole discretion. At any time during the term of this Contract, BUYER may conduct such due diligence as BUYER determines, in its sole discretion, is necessary or desirable relating to the Property and the transaction contemplated in this Contract (collectively, "**Due Diligence**"). BUYER's Due Diligence may include, but shall not be limited to those things listed in this section of the Contract, and SELLER shall cooperate with BUYER as BUYER performs and completes its Due Diligence. Notwithstanding SELLER's agreement to cooperate, both BUYER and SELLER, acknowledge that SELLER's ability to cooperate is limited.

a. Title Insurance.

- i. BUYER and SELLER acknowledge that BUYER has obtained Title Insurance Commitment No. 372492, with an effective date of December 8, 2013, revised on December 10, 2013 (as the same may be updated from time to time, the "**Title Commitment**") from the Title Company, which is attached hereto as **Exhibit "C"**. SELLER acknowledges that BUYER has provided a copy of the Title Commitment to SELLER and to the County. BUYER shall provide copies of any updates to the Title Commitment and each document referred to in the Title Commitment, including but not limited to all recorded easements and other encumbrances, reports and other information on the status of real estate taxes and levies and proposed or pending special assessments, promptly upon demand by SELLER. At Closing, SELLER shall pay for the cost of the standard ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring good and marketable title to the Property and naming BUYER as the Insured, without any exceptions relating to the judgments or liens of any creditors of the Current Owner or any other prior owner of the Property, mortgages or other financing liens, or the liens of any taxes other than those which are not yet due or payable as of the date of the title policy, and otherwise acceptable to and approved by BUYER in BUYER's sole discretion (the BUYER-approved title policy is referred to as the "**Owner's Policy**"). BUYER may, at BUYER'S cost obtain a gap endorsement and any additional endorsements or additional owner's coverage for an amount above the Purchase Price and for the costs of any policies for any lender(s) (whether one or more policies, such policies are referred to herein as the "**Lender's Policy**"). BUYER shall have the right to approve any Lender's Policy in

Buyer's sole discretion.

- ii. If, at any time prior to the Buyer Diligence Date, BUYER discovers a condition of title to which BUYER objects (including any Survey Defects (defined in Section 7.b.ii. of this Contract)), BUYER shall notify SELLER in writing of the same. BUYER and SELLER shall cooperate in curing any such title conditions and shall take all reasonable steps, including, but not limited to obtaining the cooperation of the County and any other third parties which BUYER and the Title Company may require in order to issue the Owner's Policy and the Lender's Policy.
- iii. If, at any time prior to the Buyer Diligence Date, BUYER determines, in BUYER'S sole discretion that it is not satisfied with any condition of title, including, but not limited to, determining that the Title Conditions will not be satisfied prior to the Closing Date and the Owner's Policy or Lender's Policy will not be issued by the Title Company, BUYER may terminate this Contract.

b. Survey

- i. BUYER, at its expense, shall have the right to enter upon the Property for the purpose of having any surveys (the "**Surveys**") of the Property which BUYER deems necessary or desirable prepared. BUYER shall provide a copy of each of the Surveys to SELLER.
- ii. If, at any time prior to Buyer Diligence Date, BUYER discovers any matters disclosed on the Surveys, BUYER shall notify SELLER of the same in writing (such matters being "**Survey Defects**") and BUYER and SELLER shall cooperate to address such Survey Defects to the reasonable satisfaction of BUYER.
- iii. If, at any time prior to the Buyer Diligence Date, BUYER determines, in BUYER'S sole discretion that it is not satisfied with any matter reflected by, or not confirmed by, the Surveys, including, but not limited to, determining that the Title Conditions will not be satisfied prior to Buyer Diligence Date, and the Owner's Policy or Lender's Policy will not be issued by the Title Company, BUYER may terminate this Contract.

c. Financing

- i. BUYER may secure all sources of financing for the acquisition of the Property and the Development (collectively "**Buyer's Financing**"). BUYER's Financing may include, but shall not be limited to equity or debt financing using the EB-5, New Market Tax Credits and Historic Tax Credits programs. SELLER agrees to cooperate with BUYER in obtaining Buyer's Financing by providing estoppel certificates or similar assurances regarding this Contract to BUYER and potential lenders and investors.

- ii. If, at any time prior to October 31, 2014, BUYER determines, in BUYER'S sole discretion that it will not obtain Buyer's Financing on terms and conditions acceptable to BUYER, determined in BUYER'S sole discretion, BUYER may terminate this Contract.

d. City Approvals and Third Party Approvals for Development.

- i. Prior to Closing, BUYER, at BUYER's expense shall prepare and submit plans for its Development to the CITY and shall apply for all necessary or appropriate municipal and other governmental, private and quasi-governmental approvals for BUYER's intended Development of the Property, including, but not limited to zoning approvals, building permits and other licenses, permits and permissions BUYER determines are necessary or desirable or which the CITY requires as part of its customary approval process in connection with the Development (collectively, all such approvals and the Development Agreement (defined in Section 13) are referred to herein as "**Buyer's Permits**"). BUYER's obligation to close on its acquisition of the Property shall be conditioned upon BUYER receiving all of Buyer's Permits, which shall be satisfactory to BUYER in its sole discretion.
- ii. Prior to Closing, BUYER and SELLER shall negotiate a long-term lease (the "**Parking Agreement(s)**") for off-site parking or other rights relating to the Development over City parking areas and other CITY-owned property immediately adjacent or in close proximity to the Property as more particularly identified on **Exhibit D**.
- iii. Prior to the Buyer Diligence Date, BUYER shall verify, to BUYER'S satisfaction, in BUYER'S sole discretion, that the Property is suitable in all respects for BUYER'S intended use of the Property. This verification (the "**Buyer's Verification**") shall include, but is not limited to, BUYER verifying to BUYER'S satisfaction that BUYER will be able to perform, any and all actions required to make the Property suitable for BUYER'S intended use of the Property, including, but not limited to, the following: (i) BUYER verifying to BUYER'S satisfaction that all applicable private and governmental laws, rules, standards, covenants, conditions, restrictions, requirements and agreements, including, without limitation, all zoning, subdivision, building and use restrictions and all easements and matters of record, are consistent with BUYER'S intended use of the Property; (ii) BUYER obtaining, or BUYER verifying to BUYER'S satisfaction that BUYER will be able to obtain, all private and governmental permits, certificates and other approvals and all variances, exemptions, waivers, zoning changes and land divisions required for BUYER'S intended use of the Property; and (iii) BUYER obtaining, or BUYER verifying to BUYER'S satisfaction that BUYER will be able to obtain adequate utility service from all necessary providers to support BUYER'S intended use of the Property, on terms acceptable to BUYER. If BUYER is not satisfied with any aspect of the Buyer's Verification, in BUYER's sole discretion, then BUYER may terminate

this Contract.

e. Inspections; Testing.

i. Prior to the Buyer Diligence Date, BUYER may perform, at BUYER's cost, an investigation of the Property and all information available to BUYER relating to the Property, including, without limitation, a physical inspection, including testing of the Property, which shall confirm, to BUYER's satisfaction, in BUYER's sole discretion, that the Property is consistent in all respects with Buyer's intended use of the Property. BUYER'S right to inspect the Property shall allow BUYER to obtain, at BUYER's cost, written environmental assessments and/or evaluations of the Property (including "Phase I" assessments and, if BUYER deems necessary in Buyer's sole discretion, "Phase II" assessments, including laboratory testing of soil, water and other substances) from qualified environmental consultants of Buyer's choice, which shall be satisfactory to BUYER, in BUYER's sole discretion. If, prior to the Buyer Diligence Date, BUYER discovers any condition of the Property that is not satisfactory to BUYER, in BUYER's sole discretion BUYER may terminate this Contract.

f. Satisfaction/Waiver of Conditions and Contingencies. BUYER and SELLER agree to cooperate in attempting to satisfy all of BUYER's contingencies and conditions to Closing described in this Contract. If any of such conditions or contingencies are not satisfied within the applicable time period, BUYER shall have the right to terminate this Contract by giving written notice to SELLER at any time prior to the Buyer Diligence Date. BUYER's failure to provide notice prior to the Buyer Diligence Date shall constitute a waiver of all conditions and contingencies in this Section 7.

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

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 that in any way jeopardize the ability of SELLER to perform its obligations hereunder. 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 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 arising in connection with any matter which is not as so represented and warranted, and BUYER shall not have the duty to close if BUYER has reason to believe that any of such representations and warranties are not true, accurate, and complete in any material respect on and as of any Closing.

9. **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 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 in any material respect on and as of any Closing.

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

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

- b. **Access and Assistance.** Between the Effective Date and the Closing Date, SELLER shall assist BUYER in such manner and to such extent as BUYER shall request in providing information to the extent reasonably necessary for BUYER'S performance of any Due Diligence. If BUYER requests such assistance, SELLER need not incur any costs or expenses in connection therewith unless BUYER agrees to reimburse SELLER for such costs or expenses. Notwithstanding the foregoing the parties acknowledge SELLER's ability to provide assistance is limited.
- c. **Property Condition.** SELLER shall not take any actions which would result in any material change to the improvements on the Property or any material change to the Property itself, including, but not limited to, razing or demolishing any part of the improvements, condemnation of any of the improvements, or taking by eminent domain (or by deed or other agreement in lieu thereof) any portion of the Property, or consenting to or acquiescing in either of the foregoing.
- d. **County Agreement.** SELLER shall not amend, terminate or agree to any modification of the terms and conditions of the County Agreement, without the express written consent of the BUYER, which may be withheld in BUYER's sole discretion. SELLER shall enforce all of the terms and conditions of the County Agreement and perform all of SELLER's obligations thereunder in a timely manner, and shall use its best efforts to ensure that the County performs its obligations under the County Agreement in a timely manner.
- e. **Closing Documents.** SELLER shall enter into and deliver to BUYER at the Closing for Property the following documents:
- i. **Deed.** The Deed to the Property.
 - ii. **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.
 - iii. **Transfer Tax Return.** Transfer tax return required by Wisconsin law.
 - iv. **Affidavits and Other Certifications.** Affidavits and other certifications as may be reasonably requested by BUYER or the Title Company to more fully vest title to Property in BUYER and to permit the Title Company to issue the Owner's Policy and the Lender's Policy.
 - v. **Closing Statement.** Closing Statement setting forth all debits and credits to BUYER and SELLER in connection with the Closing.
 - vi. **Form 1099-S.** Form 1099-S which may be submitted to the Internal Revenue Service to report SELLER'S sale of the Property.
 - vii. **Reconfirmation.** Reconfirmation of SELLER'S representations and warranties set forth in Section 8.
 - viii. **Other Agreements and Documents.** Such other agreements and documents reasonably necessary to carry out the intent of this Contract, including, but not

limited to, any Development Agreement and Parking Agreements.

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

- a. **Due Diligence.** BUYER shall perform its Due Diligence and to secure Buyer's Financing and Buyer's Permits in a commercially reasonable and prudent manner.
- b. **Reliance.** BUYER agrees and acknowledges that, prior to Closing, it will have had an opportunity to fully inspect the Property and to investigate the Property and all issues concerning the title, condition and development of the Property, including but not limited to conducting an environmental site assessment and/or environmental audit of the Property, and is purchasing the Property subject to any matters that were contained in or could have been discovered as a result of BUYER'S inspection and investigation. BUYER agrees and acknowledges that BUYER is relying exclusively on its inspection of the Property and its investigation of all issues concerning the title, condition and development of the Property in purchasing the Property and not on any representation of the SELLER or SELLER'S agents or representatives. BUYER agrees and acknowledges that BUYER is purchasing the Property "As Is" and "Where Is", without recourse against the SELLER except as to SELLER'S representations and warranties set forth in Section 8 and for SELLER'S defaults under this Contract. BUYER shall hold harmless and indemnify SELLER from any and all liability for any reason, known or unknown, related to the condition or status of the Property, whether such liability or condition is known or unknown at the time of transfer of title to BUYER.
- c. **Closing Documents.** At the Closing for Property, BUYER shall deliver the following to SELLER:
 - i. **Payment of Purchase Price.** Payment of the Purchase Price
 - ii. **Closing Statement.** Closing Statement setting forth the debits and credits to BUYER and SELLER in connection with the Closing.
 - iii. **Reconfirmation.** Reconfirmation of BUYERS representations and warranties set forth in Section 9.
 - iv. **Other Agreements and Documents.** Such other agreements and documents reasonably necessary to carry out the intent of this Contract, including, but not limited to, any Development Agreement and Parking Agreements.
 - v. **Legal Possession.** Legal possession and physical occupancy of the Property shall be delivered to BUYER at the Closing of Property.

12. **Indemnification.**

- a. **BUYER.** BUYER shall indemnify, defend 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 in any

material respect, 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, defend 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 hereunder being false in any material respect or SELLER failing to comply with any of its agreements in this Contract or the County Agreement.

13. **City Development Agreement.** BUYER and SELLER acknowledge and agree that BUYER's Development will be subject to the terms and conditions of a separate agreement between BUYER and CITY (the "**Development Agreement**") which shall include, in a manner reasonably acceptable to BUYER and SELLER, but shall not be limited to, provisions addressing the following matters:

- a. BUYER's intended site plan and other conceptual plans for the Development.
- b. BUYER's intended schedule for completion of the Development.
- c. SELLER's Department of Community Development and Inspections' right to monitor the progress and completion of the Development and its issuance of a certificate of occupancy upon the satisfactory completion of the Development.
- d. Such other matters and BUYER and CITY may agree to in the final Development Agreement.

14. **Assignment.** BUYER shall not sell, transfer, assign or convey its interest in this Contract without the prior written consent of SELLER, which SELLER, in its sole discretion, shall exercise. Notwithstanding the foregoing, BUYER may assign this Contract to any party which is controlled by, directly or indirectly, Gorman & Company, Inc., a Wisconsin corporation ("**Gorman**") without SELLER's consent, in which case Gorman shall be released from any and all liability under this Contract.

15. **Casualty; Condemnation.** Risk of loss due to fire, other casualty, condemnation, or exercise of the right of eminent domain for Property shall remain with SELLER through the date of the Closing for Property. 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, or, (b) consummate this transaction and be entitled to all insurance and other proceeds, if any, relating to such loss, with a credit against the Purchase Price equal to the amount of the deductible applied to any such insurance proceeds.

16. **Demolition of Property.** If Buyer defaults under this Contract, Seller's sole and exclusive remedy shall be to require Gorman to raze the building currently located on the Property, and to grade and seed the Property (the "Razing"). Gorman's obligation to complete the Razing shall survive any assignment of this Contract by Buyer and shall remain a personal obligation of Gorman.

17. **Broker.** BUYER agrees to indemnify, defend and hold SELLER harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented BUYER in connection with this transaction. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented SELLER in connection with this transaction. The indemnification obligations under this Section 17 shall survive Closing or any termination of this Contract for any reason whatsoever.

18. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and delivered either by hand or certified mail, return receipt requested, 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. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

a. If to SELLER, then to:

City Clerk/Treasurer
Municipal Building
625 52nd Street, Room 105
Kenosha, WI 53140.

With a copy to:

Office of the City Attorney
Municipal Building,
625 52nd Street, Room 201
Kenosha, WI 53140.

b. If to BUYER, then to:

Gorman & Company, Inc.
200 North Main Street
Oregon, WI 53575

With a copy to:

Stephen Elliott
Reinhart Boerner Van Deuren S.C.
1000 N. Water Street, Suite 1700
Milwaukee, Wisconsin, 53202

19. **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.

20. **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 14, BUYER may not assign this Contract without the prior written consent of SELLER.

21. **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.
22. **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.
23. **Choice of Law and Forum.** BUYER and SELLER agree that Wisconsin law will apply to this Contract and all disputes will be adjudicated in Circuit Court in Kenosha County, Wisconsin.
24. **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.
25. **Agreements That Survive the Closing.** All of the agreements in all Sections of this document shall survive the Closing or termination of this Contract to the extent necessary to fulfill their purpose.
26. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:
 - a. Exhibit "A"- General Property Description
 - b. Exhibit "B"- County Agreement
 - c. Exhibit "C" - Title Commitment
 - d. Exhibit "D" - Proposed Number and Location of Parking Spaces
27. **Counterparts.** This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
28. **Recording.** The parties shall not record this Contract.
29. **Waiver.** No extension of time, forbearance, neglect or waiver on the part of a party 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, or as an estoppel against the party, nor shall any extension of time, forbearance or waiver on the part of a party in any one or more instance or particulars be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Contract.

30. **Representation of Authority.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Contract; (b) the execution and delivery of this Contract by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Contract.
31. **Limitations on Liability.** Notwithstanding anything to the contrary in this Contract, if CITY defaults under any of its obligations, BUYER shall not be entitled to recover any damages greater than its actual, out of pocket costs and expenses related to the negotiation of and their performance of their obligations under this Contract ("Out of Pocket Costs"). CITY shall not be liable for any damages, including, but not limited to direct, indirect or consequential damages, other than Out of Pocket Costs. The limitation in this section shall not apply to a violation of Section 34 hereof.
32. **Construction.** This Contract has been negotiated between the parties, and each party has participated in the drafting of this Contract; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Contract, and neither party has any rights under such doctrine.
33. **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**").
34. **Covenant Against County Agreement Termination.** For so long as this Contract is in effect, CITY shall not terminate, amend or modify the County Agreement in any way (whether by written termination, amendment or other agreement or by any waiver of any City rights thereunder) without the express written consent of BUYER. Any termination, amendment or modification to the County Agreement in violation of this section shall be a default by CITY under this Contract.

Signatures on following pages

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:

GORMAN & COMPANY, INC.
A Wisconsin Corporation

BY: _____,
President

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2014, _____ authorized member of GORMAN & COMPANY, INC. a Wisconsin corporation, to me known to be such Authorized Member of said corporation and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

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

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

BY: _____
KEITH BOSMAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS, City
Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ___ day of 2014 KEITH G. BOSMAN, Mayor, and DEBRA L. SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

APPROVED AS TO FORM:

BY: _____
EDWARD R. ANTARAMIAN, City Attorney

Date: _____

Exhibit "A"

Legal Description of Property

LEGAL DESCRIPTION

Part of Block 40 described as follows: Commencing at a point on the south line of Lot 3 in said Block 40 which is 84 feet east of the southwest corner of said Block; thence north to the north line of said Lot 3; thence east on the north line of said Block, 3, 44 feet; thence north, parallel with the west line of said Block; 99 feet, more or less, and to the north line of lot 2; thence east 4.1 feet; thence north, parallel with the west line of said block 99 feet, more or less, to the north line of Lot 1; thence east on the north line of Lot 1 to the northeast corner of said Lot; thence south on the east line of said Block, across Lots 1, 2, and 3, 297 feet, more or less, to the southeast corner of said Block; thence west, along and upon the south line of said Block, to a point of 84 feet east of the southwest corner of said Block and the place of beginning, EXCEPTING the south 16.5 feet thereof, in the southeast 1/4 section 31, town 2 north, range 23 east of the fourth principal meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Tax Key No: 12-223-31-466-001

Address: 5706 8TH AVENUE

Exhibit "B"
County Agreement

AGREEMENT

By and Between

**The County of Kenosha, Wisconsin
a Wisconsin Municipal Corporation**

And

**The City of Kenosha, Wisconsin
a Wisconsin Municipal Corporation**

This Agreement ("Agreement") is made by between the County of Kenosha, Wisconsin, a municipal corporation and the City of Kenosha, Wisconsin, a municipal corporation duly organized under the laws of the State of Wisconsin, and shall be effective upon approval and execution by the parties.

WITNESSETH

WHEREAS, the property located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is described on Exhibit "A" and is commonly known as 5706 8th Avenue, bearing Tax Parcel Number 12-223-31-466-001 ("Property") is currently titled in the name of Andrea Z. Christensen, who is deceased;

WHEREAS, the Property is in a state of disrepair and the redevelopment of the Property would be beneficial to the City and County by increasing the City's and County's tax base and providing a stimulus to the downtown area;

WHEREAS, the condition of the Property caused the City to issue a raze order on November 17, 2011, pursuant to section 66.0413, Wis.Stats.

WHEREAS, the real estate taxes on the Property have not been paid since 2004 and numerous tax certificates have been issued to the County for failure to pay said taxes;

WHEREAS, a developer desires to purchase the Property, remediate, restore and develop the site in a manner which will enhance the neighborhood and the City

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, as follows:

1. Acquisition by County. County shall initiate and pursue to completion the acquisition of the Property by tax deed pursuant to Chapter 75 of the Wisconsin Statutes. County

shall, by application to the County Board, take a tax deed to the property in its name by March 31, 2014.

2. Initiation of Title Action. Subsequent to the taking of the tax deed, County shall, within 15 business days of the taking, commence and diligently pursue an action in Kenosha County Circuit Court under Sections 75.39–75.52, Wis. Stats. ("Title Action"), to judgment in County's favor which is acceptable to City and Chicago Title Insurance Company ("CTIC") for purposes of having CTIC issue an owner's policy of title insurance to the City ("Owner's Title Policy"). County shall name as defendants those parties required by CTIC in order to issue its Owner's Title Policy without exception for any redemption rights or the claims of others arising out of Chapter 75, Wis. Stats, and otherwise insuring that there are no outstanding liens on the Property as of the date the City acquires title (other than taxes for the year of closing which are not yet due and payable, if any) ("Insurable Title"). County shall not be required to pursue the Title Action if it obtains and records a properly authorized quitclaim deed for the Property from an authorized representative of the Estate of Andrea Z Christensen which is acceptable in all forms to CTIC in its sole discretion to provide Insurable Title to the City and to allow CTIC to issue the Owner's Title Policy.

3. Conveyance to City. County shall, within 30 business days of the final judgment(s) in the Title Action, convey the Property to the City as permitted by Section 75.69 (2), Wis.Stats. for the sum of One Hundred Nine Thousand, Two Hundred and Seventy-Five Dollars and Eighty-Six cents (\$109,275.86) plus eighty-five percent (85%) of any sale price over One Hundred Nine Thousand, Two Hundred and Seventy-Five Dollars and Eighty-Six cents (\$109,275.86) if the Property is conveyed to Gorman & Company, LLC. ("Purchase Price"). County agrees to waive the balance of any penalties and interest on the Property.

a. On the closing date, County shall convey to City title to the Property, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed"), in customary form reasonably acceptable to City and CTIC. The City shall make payment at the time of closing of Fifty-One Thousand, One Hundred and Fifty Dollars and Eighty-Two cents (\$51,150.82) ("Initial Payment"). The City shall keep County informed as to the status of their Contingent Purchase Agreement with Gorman & Company, LLC. Beginning October 31, 2014, City shall advise the County, in writing, of the status of said Agreement, and shall continue to provide the same every ninety (90) days. Should the Contingent Purchase Agreement be terminated, City shall not owe anything beyond the Initial Payment. Should the City conclude the Contingent Purchase Agreement successfully, the balance of the Purchase Price shall be paid to the County within thirty (30) days of closing the transaction on the Property.

b. City agrees to accept title and ownership of the Property, in its current condition at the time of sale "as is and with all faults." Said sale shall be full and final.

c. The conveyance shall, however, be subject to the condition precedent that the County provide Insurable Title as required by CTIC in any title commitment and that CTIC is prepared to issue the Owner's Title Policy at closing..

d. City shall hold harmless and indemnify the County from any and all liability for any reason, known or unknown, related to the condition or status of the property, whether such liability or condition is known or unknown at the time of transfer of title.

e. Notwithstanding anything to the contrary in this Agreement, City and County shall cooperate in the execution and delivery of such documents (including, but not limited to, documents required by CTIC) to ensure that Insurable Title is passed in such a way so as to allow City to convey the Property to a third party with Insurable Title (as to the third party's title taken from City).

4. 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 County through the date of closing. If any such loss occurs prior to closing, then City shall have the right and option to either: (a) terminate this Agreement, whereupon neither City nor County shall have any further liability hereunder, or, (b) consummate this transaction and be entitled to all insurance and other proceeds, if any, relating to such loss, with a credit against the purchase price equal to the amount of the deductible applied to any such insurance proceeds.

5. Notice. All notices and other communications required or permitted hereunder shall be in writing and delivered either by hand or by certified mail, return receipt requested, addressed to City or County, as the case may be, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to City, then to:

City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, WI 53140

With a copy to:

City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

If to County, then to:

County Clerk
1010 56th Street
Kenosha, WI 53140

With a copy to:

Corporation Counsel
912 56th Street
Kenosha, WI 53140

6. Amendment. Neither this Agreement nor any term or condition hereof may be modified or amended, except in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

7. Wisconsin Law. Wisconsin law shall apply to this Agreement and all disputes shall be adjudicated in Kenosha County Circuit Court.

8. 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.

9. Counterparts. This Agreement may be executed simultaneously in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Recording. The parties shall not record this Agreement.

12. Waiver. No extension of time, forbearance, neglect or waiver on the part of a party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the party, nor shall any extension of time, forbearance or waiver on the part of a party in any one or more instance or particular be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Agreement.

13. Representation of Authority. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

15. Effective Date. This Agreement shall be in effect upon approval and execution by the parties. The Effective Date shall be the date of last execution.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have hereunto executed this SETTLEMENT AGREEMENT on the dates below given.

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

BY: _____
DEBRA SALAS, City Clerk/Treasurer

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS City Clerk/Treasurer 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 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: _____

THE COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JIM KREUSER, County Executive

BY: _____
MARY SCHUCH-KREBS, County Clerk

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, JIM KREUSER, County Executive, and MARY SCHUCH-KREBS, County Clerk for the COUNTY 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 County Executive and County Clerk 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: _____

Exhibit "C"
Title Commitment

CHICAGO TITLE COMPANY
ALTA COMMITMENT (2006)
SCHEDULE A

EXHIBIT C

Policy Number: 000372492

Prepared for:
GORMAN & COMPANY, INC.
200 N. MAIN STREET
OREGON, WISCONSIN 53575
NICOLE SOLHEIM

rev-b 12/10/13

Effective Date: December 8, 2013

1. Policy or Policies to be issued:

a. OWNER'S POLICY1: ALTA Owner's Policy (6/17/06) Amount: \$15,000.00
Proposed Insured:
A LEGALLY QUALIFIED GRANTEE TO BE NAMED

b. LOAN POLICY1: ALTA Loan Policy (6/17/06) Amount:
Proposed Insured:
NONE

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof of record in:
ESTATE OF ANDREA Z. CHRISTENSEN

3. The land referred to in the Commitment is described as follows:

Part of Block 40 described as follows: Commencing at a point on the south line of Lot 3 in said Block 40 which is 84 feet east of the southwest corner of said Block; thence north to the north line of said Lot 3; thence east on the north line of said Block, 3, 44 feet; thence north, parallel with the west line of said Block; 99 feet, more or less, and to the north line of lot 2; thence east 4.1 feet; thence north, parallel with the west line of said block 99 feet, more or less, to the north line of Lot 1; thence east on the north line of Lot 1 to the northeast corner of said Lot; thence south on the east line of said Block, across Lots 1, 2, and 3, 297 feet, more or less, to the southeast corner of said Block; thence west, along and upon the south line of said Block, to a point of 84 feet east of the southwest corner of said

DIRECT INQUIRIES TO:

DAVID A. BAYLISS (262) 796-3879 or DAVE.BAYLISS@CTT.COM

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AMERICAN
LAND TITLE
ASSOCIATION

This Commitment is valid only if Schedule B-I and B-II are attached

06CA 3/12 wlp WI-FTMS-TEA-72---MILWAU-260-000372492

DB

09:44:35

February 3, 2014 Pg. 179

Common Council Agenda Item K.4.

CHICAGO TITLE COMPANY

EXHIBIT C

ALTA COMMITMENT (2006)

SCHEDULE A (CONT'D)

Policy Number: 000372492

Block and the place of beginning, EXCEPTING the south 16.5 feet thereof, in the southeast 1/4 section 31, town 2 north, range 23 east of the fourth principal meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Tax Key No: 12-223-31-466-001

Address: 5706 8TH AVENUE

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AMERICAN
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CHICAGO TITLE COMPANY
ALTA COMMITMENT (2006)
SCHEDULE B - SECTION I

EXHIBIT C

Policy Number: 000372492

Your Reference:

Requirements

The following are requirements to be complied with:

- B (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- C (b) PAYMENT TO THE COMPANY OF THE PREMIUMS, FEES AND CHARGES FOR THE POLICY.
- R (c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
- Deed from Kenosha County, by County Clerk, as grantor to City of Kenosha, as grantee.
- Deed by City of Kenosha, as grantee, to A LEGALLY QUALIFIED GRANTEE TO BE NAMED
- S (d) The Company must be furnished with a certified copy of the resolution of the board of supervisors of Kenosha County adopted at a meeting duly called for that purpose authorizing the execution of the tax deed.
- T (e) The Company must be furnished with a certified copy of the resolution of the common council of the City of Kenosha adopted at a meeting duly called for that purpose authorizing the execution of the deed by the City as grantor, to A LEGALLY QUALIFIED GRANTEE TO BE NAMED.
- U (f) It has been proposed that the estate or interest of the proposed Insured Owner will be derived from a tax deed. Unless a deed by which the former owner relinquishes all right, title and interest in the Land is duly recorded, an action to bar the interest of the Estate of Andrea Z. Christensen and all persons claiming under them, limited to those parties listed in this Commitment, shall be commenced and duly prosecuted to judgment pursuant to Section 75.39 through 75.48, Wis. Stats. The following persons shall be named as defendant in the action necessary to satisfy this requirement: Lien holders set forth at exceptions 10-15
- V * * * * *

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CHICAGO TITLE COMPANY
ALTA COMMITMENT (2006)
SCHEDULE B - SECTION II

EXHIBIT C

Policy Number: 000372492

Your Reference:

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

D Note: Exception 1 will be removed only if no intervening matters appear of record between the effective date of this commitment and the recording of the instruments called for at Item (c) of Schedule B-1, or if a gap endorsement is issued in conjunction with this commitment and the requirements for the issuance of "gap" coverage as described in the endorsement are met, including the payment of the premium.

- E 2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.

F Note: Exception 2 will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the land, or that all such items have been paid in full.

- G 3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy.

H The Company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

I Note: Exception 3 will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the land contains a completed building; and (3) a statement showing that the land has a water and sewer use account. If the land is vacant, this exception will not be removed.

- J 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

K Note: Contact the Company for information on the deletion of this exception.

- L 5. Rights or claims of parties in possession not shown by the public records.

M Note: Exception 5 will be removed only if the Company receives the Construction Work and Tenants Affidavit on the form furnished by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.

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CHICAGO TITLE COMPANY
ALTA COMMITMENT (2006)
SCHEDULE B-II (CONT'D)

EXHIBIT C

Policy Number: 000372492

- N 6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- O 7. Easements or claims of easements not shown by the public records.
- P 8. Any claim of adverse possession or prescriptive easement.
- Q Note: Exceptions 6, 7 and 8 will be removed only if the Company receives an original survey which (1) has a current date, (2) is satisfactory to the Company, and (3) complies with current ALTA/ACSM Minimum Survey Standards or Wisconsin Administrative Code AE-7. If the survey shows matters which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.
- W 9. General taxes for the year 2013 in the amount of \$8,428.66.
- X 10. Notice of Federal Tax Lien under Internal Revenue Laws filed by the District Director of Internal Revenue at Milwaukee, Wisconsin, in the office of the Register of Deeds for Kenosha County, Wisconsin on February 9, 2000 as No. 1173083 in favor of the United States vs. ANDREA CHRISTENSEN residing at 6561 7th Avenue, Kenosha, WI 53143 in the amount of \$66,159.97.
- Certificate of Release recorded as Document No. 1535445 and Revocation of Release recorded as Document No. 1551783 reinstating a lien in the amount of \$21,462.69.
- Y 11. Notice of Federal Tax Lien under Internal Revenue Laws filed by the District Director of Internal Revenue at Milwaukee, Wisconsin, in the office of the Register of Deeds for Kenosha County, Wisconsin on May 29, 2008 as No. 1558637 in favor of the United States vs. ANDREA Z. CHRISTENSEN residing at 6561 7th Avenue, Kenosha, WI 53143 in the amount of \$17,258.04.
- Z 12. Judgment docketed in Circuit Court for Kenosha County on August 8, 2004, No. 2004SC001794, in favor of American Express Travel Rel Services, 200 Vesey Street, WFC 01-4, New York, NY 10285 plaintiff, vs. ANDREA Z. CHRISTENSEN 6561 7th Avenue, Kenosha, WI 53143 defendant, in the sum of \$3,583.09. Gregory W. Enerson- Attorney for Plaintiff
- AA 13. Judgment docketed in Circuit Court for Kenosha County on November 13, 2008, No. 2008SC004891, in favor of Capital One Bank USA NA, 140 E Shore Dr 12017-0380, Glen Allen, VA 23059 plaintiff, vs. ANDREA CHRISTENSEN 6561 7th Avenue, Kenosha, WI 53143, defendant, in the sum of \$1,440.06. Paula Brunner- Attorney for Plaintiff
- AB 14. Judgment docketed in Circuit Court for Kenosha County on October 31, 2007, No. 2007CV001225, in favor of Southport Bank 7027 Green Bay Rd, Kenosha, WI 53142 plaintiff, vs. ANDREA Z. CHRISTENSEN 5607 13th Avenue, Kenosha, WI 53140 defendant, in the sum of \$161,905.45. Timothy J. Geraghty- Attorney for Plaintiff
- AC 15. Judgment docketed in Circuit Court for Kenosha County on November 24, 2008, No. 2008SC004756, in favor of City of Kenosha 625 52nd Street, Kenosha, WI

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CHICAGO TITLE COMPANY
ALTA COMMITMENT (2006)
SCHEDULE B-II (CONT'D)

EXHIBIT C

Policy Number: 000372492

53140 plaintiff, vs. ANDREA Z. CHRISTENSEN 5607 13th Avenue, Kenosha, WI 53140 defendant, in the sum of \$501.33. Edward R. Antaramian- Attorney for Plaintiff

- AD 16. Lis Pendens regarding Order to Remove Personal Property and to Raze recorded as Document No. 1561540.
- AE 17. Order to Raze recorded as Document No. 1658836.
- AP 18. Agreement recorded as Document No. 377799.
- AF 19. Outstanding taxes for the years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011 and 2012 in the amount of \$240,875.68.
- AG 20. Judgments and/or liens, if any, docketed or filed against the prospective owner of the subject premises. Further report will be made as to such judgments and liens when we are advised as to the name of the prospective owner.
- AH 21. Possible homestead and marital property rights of the spouse of the insured, if the proposed deed is to run to a married individual.
- AI 22. Right to a lien for unpaid commissions, if any, in favor of any real estate broker for the property, pursuant to Section 779.32, Wis. Stats. This exception will be removed on receipt by the Company of satisfactory affidavits of the present owner and purchaser that no such commissions are owed, or that all commissions will be paid at closing. No broker lien or notice of intent to file lien has been recorded as of the effective date of this commitment to insure.
- AJ 23. Rights of tenants in possession including any rights to tenants fixtures owned by such tenants located on the demised premises and any liens on such tenants fixtures, and all parties having a lien on or claiming by, through or under the lessee, which parties and liens are not separately shown herein.

AK *****

AL Special assessment letters, water bill and tax bill HAVE NOT BEEN ORDERED at this time. Please contact Chicago Title Insurance Company at (262) 796-3800 at least fifteen days prior to your closing date if you wish them to be ordered at that time.

AM *****

AN NOTE: If your transaction involves a tax deferred exchange, we offer this service through our 1031 company, IPX1031. As the nations largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar fidelity bond. Chicago Title and Trust company also provides a 50 million dollar performance Guaranty for each Exchange. For additional information or to set-up an

CHICAGO TITLE COMPANY
ALTA COMMITMENT (2006)
SCHEDULE B-II (CONT'D)

EXHIBIT C

Policy Number: 000372492

Exchange, please call Michele Schmid at 262-796-3864.

AO

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Exhibit "D"

Proposed Location and Number of Parking Spaces

Gorman Development potential parking sites

Exhibit "D"



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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #1

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 01/22/14

Prepared By:

MCS

Reviewed By:

[Signature]

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134276	1/03	BINDELLI BROTHERS, INC	110-09-56501-259-569	12/13 2019 57 ST	548.00
			110-09-56501-259-569	12/13 6341 12 AVE B	180.24
			110-09-56501-259-569	12/13 4626 SHER RD	176.00
			110-09-56501-259-569	12/13 4517 20 AVE	140.00
				..... CHECK TOTAL	1,044.24
134277	1/03	RNOW, INC.	630-09-50101-393-000	12/13-SE PARTS/MATER	33.16
			630-09-50101-393-000	12/13-SE PARTS/MATER	27.23
				..... CHECK TOTAL	60.39
134278	1/03	CHESTER ELECTRONICS SUPPLY	520-09-50201-317-000	12/13 TD PARTS & MAT	22.99
			632-09-50101-389-000	12/13 SE PARTS & MAT	8.97
				..... CHECK TOTAL	31.96
134279	1/03	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	12/13 ST ELECTRICAL	32.42
134280	1/03	HWY C SERVICE	110-03-53107-344-000	ELECTRIC SYS REPAIRS	1,071.07
134281	1/03	ICMA RETIREMENT TRUST	110-00-21572-000-000	12/16-31/13 CONTRIB	62,065.05
			110-00-21599-000-000	12/16-31/13 CONTRIB	6,755.16
				..... CHECK TOTAL	68,820.21
134282	1/03	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	01/03/14 CITY HRLY	10,334.06
			110-00-21562-000-000	01/03/14 WATER HRLY	4,041.87
				..... CHECK TOTAL	14,375.93
134283	1/03	SHOPKO	110-02-52103-365-000	12/13 PD MERCHANDISE	79.98
134284	1/03	WILLKOMM INC., JERRY	630-09-50101-392-000	12/13-SE DIESEL FUEL	24,024.26
			630-09-50101-391-000	12/13-SE UNLEADED GA	20,018.50
				..... CHECK TOTAL	44,042.76
134285	1/03	REINDERS INC.	630-09-50101-393-000	ENGINE REPLACEMENT	12,702.36
			630-09-50101-393-000	ENGINE CORE CHARGE	2,000.00
				..... CHECK TOTAL	14,702.36
134286	1/03	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	.40 S&W PRACTICE:	4,500.00
134287	1/03	WEST GROUP	110-01-50301-322-000	12/13 SUBSCRIPTIONS	244.75

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134288	1/03	WISCONSIN FUEL & HEATING	110-03-53107-341-000	12/13-ST LUBRICANTS/	829.40
134289	1/03	WISCONSIN LIFT TRUCK PARTS	520-09-50201-347-000	PARTS-FLOOR SCRUBBER	2,451.14
134290	1/03	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	12/13-MED DIR SERVIC	5,543.50
134291	1/03	CHASE BANK KENOSHA	110-00-21513-000-000	01/03/14 HRLY DEDUCT	28,089.62
			110-00-21511-000-000	01/03/14 HRLY DEDUCT	13,293.61
			110-00-21612-000-000	01/03/14 HRLY DEDUCT	13,293.57
			110-00-21614-000-000	01/03/14 HRLY DEDUCT	3,184.61
			110-00-21514-000-000	01/03/14 HRLY DEDUCT	3,184.54
				..... CHECK TOTAL	61,045.95
134292	1/03	NEHER ELECTRIC SUPPLY	110-01-51801-389-000	FLUORESCENT LAMPS	405.00
			110-01-51801-389-000	SYLVANIA BALLAST	386.10
			110-01-51801-389-000	SYLVANIA BALLAST	356.10
			110-01-51801-389-000	FLUORESCENT LAMPS	81.00
				..... CHECK TOTAL	1,228.20
134293	1/03	FEDEX	110-01-51306-312-000	12/05/13 CD MAKI	19.27
134294	1/03	OFFICEMAX	110-01-51601-311-000	12/13 CD #2721 OFFC	186.71
			110-02-52103-311-000	12/13 PD #2720 OFFC	86.14
			501-09-50101-311-000	12/13 EN #2719 OFFC	71.09
			110-02-52103-311-000	12/13 PD #2720 OFFC	42.82
			631-09-50101-311-000	12/13 EN #2719 OFFC	37.62
			110-01-51601-311-000	12/13 CD #2721 OFFC	7.44
			501-09-50101-311-000	12/13 EN #2719 OFFC	4.44
			110-01-51601-311-000	12/13 CD #2721 OFFC	1.94
				..... CHECK TOTAL	438.20
134295	1/03	HOLLAND SUPPLY, INC.	630-09-50101-393-000	12/13-CE HYDRAULIC F	191.91
			630-09-50101-393-000	12/13-CE HYDRAULIC F	155.20
			630-09-50101-393-000	12/13-CE HYDRAULIC F	132.44
				..... CHECK TOTAL	479.55
134296	1/03	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	11/13-BILLING FEE	12,295.00
			206-02-52205-219-000	11/13-COLLECTION FEE	936.78
			110-00-46209-999-000	11/13-SERVICES	394.92
			110-00-46209-999-000	11/13-COLLECTION FEE	129.70
				..... CHECK TOTAL	13,756.40

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134297	1/03	PETCO	213-09-50101-381-000	11/13-CHICO PET SUPP	84.08
			213-09-50101-381-000	11/13-EDDIE PET SUPP	77.69
				..... CHECK TOTAL	161.77
134298	1/03	INTERSPIRO	110-02-52203-235-000	12/13-FD SCBA PARTS	204.78
134299	1/03	PITNEY BOWES	110-01-51306-282-000	12/13-CT MACHINE LEA	386.00
134300	1/03	VERMEER SALES & SERVICE	205-03-53119-349-000	ROLLERS FOR GRINDER	943.14
134301	1/03	MESSERLI & KRAMER P.A.	110-00-21581-000-000	01/03/14 DEDUCTION	232.65
134302	1/03	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	12/13 YW COUPON PRG	561.94
134303	1/03	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	12/13 CT-COPIER MNT	502.75
			110-01-50101-232-000	11/13 CT-OVERAGES	403.00
			110-02-52201-232-000	12/13 PRINTERS	294.00
			110-02-52101-232-000	12/13 PD-SERVICE AGR	210.82
			110-01-51601-232-000	12/13 PRINTERS	156.80
			631-09-50101-232-000	12/13 PW-COPIER CHGS	115.59
			501-09-50101-232-000	12/13 PW-COPIER CHGS	115.59
			110-03-53101-232-000	12/13 PW-COPIER CHGS	115.59
			520-09-50301-232-000	12/13 PRINTERS	98.00
			110-05-55101-232-000	12/13 PRINTERS	98.00
			110-01-52001-232-000	12/13 PRINTERS	98.00
			110-01-51101-232-000	12/13 PRINTERS	98.00
			110-01-50101-232-000	12/13 PRINTERS	98.00
			631-09-50101-232-000	11/13 PW-OVERAGES	91.94
			501-09-50101-232-000	11/13 PW-OVERAGES	91.93
			632-09-50101-232-000	12/13 PRINTERS	78.40
			110-03-53103-232-000	12/13 PRINTERS	78.40
			110-01-51303-232-000	12/13 PRINTERS	78.40
			110-01-51102-232-000	12/13 PRINTERS	78.40
			631-09-50101-232-000	12/13 PRINTERS	58.80
			110-01-50901-232-000	12/13 PRINTERS	58.80
			110-01-50301-232-000	12/13 PRINTERS	58.80
			110-01-51303-232-000	12/13 PE-SERVICE AGR	54.76
			520-09-50301-232-000	11/13 TD-OVERAGES	51.98
			110-01-51601-232-000	12/13 CD-COPIER MNT	46.50
			110-03-53101-232-000	11/13 PW-OVERAGES	45.97
			110-01-50301-232-000	12/13 LE-COPIER MNT	42.12
			521-09-50101-232-000	12/13 PRINTERS	39.20
			110-02-52103-232-000	12/13 PRINTERS	39.20
			520-09-50301-232-000	12/13 TD-SERVICE AGR	33.75
			110-01-50901-232-000	12/13 AS-COPIER MNT	21.06
			501-09-50105-232-000	12/13 ST-COPIER SERV	20.78
			110-03-53116-232-000	12/13 PRINTERS	19.60
			110-03-53101-232-000	12/13 PRINTERS	19.60
			110-02-52201-232-000	12/13 PRINTERS	19.60

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51301-232-000	12/13 PRINTERS	19.60
			110-01-51601-232-000	11/13 CD-OVERAGES	18.71
			110-01-52001-232-000	12/13 MC-COPIER MNT	17.71
			110-01-51301-232-000	12/13 AD-SERVICE AGR	13.28
			110-01-50901-232-000	11/13 AS-OVERAGES	12.97
			110-03-53103-232-000	12/13 ST-SERVICE AGR	12.92
			110-01-51301-232-000	11/13 AD-OVERAGES	.63
				..... CHECK TOTAL	3,627.95
134304	1/03	LEE PLUMBING, INC.	632-09-50101-241-000	11/13-SE HVAC, PLUMB	1,168.00
			110-05-55109-246-000	12/13 POERIO PLUMBIN	143.00
				..... CHECK TOTAL	1,311.00
134305	1/03	QUARLES & BRADY	454-11-51301-217-000	TID #15 SERVICES	2,444.00
134306	1/03	HUMANA CLAIMS	611-09-50101-155-527	12/31/13 MED CLAIMS	91,728.49
			611-09-50101-155-527	12/27/13 MED CLAIMS	57,790.66
			611-09-50101-155-527	12/30/13 PHARMACY	15,708.37
			611-09-50101-155-527	12/30/13 MED CLAIMS	4,824.03
			611-09-50101-155-527	12/31/13 PHARMACY	2,105.65
			611-09-50101-155-527	12/27/13 PHARMACY	269.11
				..... CHECK TOTAL	172,426.31
134307	1/03	US CELLULAR	631-09-50101-226-000	12/13 EN-CELL AIRTM	121.07
			206-02-52205-226-000	12/13 FD-CELL SERVC	78.65
			110-02-52102-226-000	12/13 PD-CELL AIRTM	41.55
			110-01-51601-226-000	12/13 CD-CELL AIRTM	40.62
			110-02-52103-226-000	12/13 PD-CELL AIRTM	26.89
			206-02-52205-226-000	12/13 FD-CELL AIRTM	20.98
			110-02-52108-226-000	12/13 PD-CELL AIRTM	14.74
			110-05-55102-226-000	12/13 PA-CELL SERVC	7.97
			110-05-55109-226-000	12/13 PA-CELL SERVC	4.98
			520-09-50401-227-000	12/13 TD-CELL AIRTM	4.42
			205-03-53119-226-000	12/13 ST-CELL AIRTM	3.24
			205-03-53118-226-000	12/13 WA-CELL AIRTM	1.26
			110-03-53103-226-000	12/13 ST-CELL AIRTM	1.26
			110-05-55111-226-000	12/13 PA-CELL SERVC	.56
			110-02-52101-226-000	12/13 PD-CELL AIRTM	.56
				..... CHECK TOTAL	368.75

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134308	1/03	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	01/03/14 DEDUCTION	15.70
134309	1/03	MALSACK, J	110-09-56501-259-566	12/13 6727 30TH AVE	34.20
			110-09-56501-259-566	12/13 6721 30TH AVE	34.20
			110-09-56501-259-566	12/13 6723 30TH AVE	25.65
				..... CHECK TOTAL	94.05
134310	1/03	BARNES DISTRIBUTION	110-02-52203-385-000	12/13 FD SUPPLIES/RE	373.62
			110-02-52203-344-000	10/13 FD SUPPLIES/RE	67.17
				..... CHECK TOTAL	440.79
134311	1/03	LETTERING MACHINE	110-02-52206-367-000	12/13 CLOTHING	104.50
134312	1/03	INSTY-PRINTS	110-01-51601-311-000	FINAL PRINTING	798.96
134313	1/03	PELION BENEFITS, INC.	110-00-21517-000-000	12/16-31/13 DEDUCTS	2,342.10
134314	1/03	WIS DEPT OF REVENUE	761-00-21512-000-000	12/13 KCM DEDUCTS	317.70
134315	1/03	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	PM PROGRAM-4 OF 4	568.00
134316	1/03	JOHNSON BANK	110-00-21532-000-000	01/03/14 CITY HRLY	1,220.00
			110-00-21532-000-000	01/03/14 WATER HRLY	494.62
				..... CHECK TOTAL	1,714.62
134317	1/03	CDW-G	110-02-52110-311-000	HP LJ 5500 TONER	330.00
134318	1/03	SCHERRER CONSTRUCTION CO INC	405-11-51208-219-000	ANDERSON SPLASHPAD	3,300.00
134319	1/03	CHAPTER 13 TRUSTEE	110-00-21581-000-000	01/13/14 DEDUCTION	104.00
			110-00-21581-000-000	01/03/14 DEDUCTION	87.00
			110-00-21581-000-000	01/03/14 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
134320	1/03	USA PAYDAY LOANS	110-00-21581-000-000	01/03/14 DEDUCTION	44.29
134321	1/03	HANSMANN PRINTING	110-01-51201-311-000	12/13 CT-LOGO PERMT	158.00
134322	1/03	KENO BODY & PAINT	110-02-52103-344-000	REPAIR SQUAD 3238	1,897.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134323	1/03	UNITED HEALTHCARE	206-00-13107-000-000	1/4/13 CUNNINGHAM	69.00
134324	1/03	RAWLING COMPANY LLC	206-00-13107-000-000	7/6/13 M WEBER	346.94
134325	1/03	MOLINA HEALTH CARE	206-00-13107-000-000	9/22/11 KARAWAY	216.68
134326	1/03	PALMETTO GBA-MEDICARE	206-00-13107-000-000	10/21/11 RENEHAN	154.36
134327	1/03	LIBERTY MUTUAL INSURANCE CO	206-00-13107-000-000	3/14/12 HERNANDEZ	126.00
134328	1/03	MENARDS (KENOSHA)	420-11-51202-583-000	11/13-PW COUNTER MER	38.43
			420-11-51202-583-000	12/13-PW COUNTER MER	17.81
			110-05-55109-246-000	12/13-PA MERCHANDISE	16.99
			420-11-51202-583-000	11/13-PW COUNTER MER	12.46
			501-09-50105-246-000	12/13-SW MERCHANDISE	5.98
			110-05-55109-357-000	12/13-PA MERCHANDISE	5.09
				..... CHECK TOTAL	96.76
134329	1/03	WIS SCTF	110-00-21581-000-000	01/03/14 HRLY DEDCT	1,033.62
134330	1/03	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	12/13 SE #3006 GLASS	226.89
134331	1/03	CINTAS CORP	632-09-50101-259-000	11/13 SE UNIFORM/GLO	510.17
			520-09-50201-367-000	11/13 TD UNIFORM/GLO	345.76
			110-02-52203-259-000	11/13 FD UNIFORM/GLO	210.96
				..... CHECK TOTAL	1,066.89
134332	1/03	WHOLESALE DIRECT INC	110-02-52203-344-000	12/13-FD PARTS/MATER	209.78
			110-02-52206-344-000	12/13-FD PARTS/MATER	72.36
				..... CHECK TOTAL	282.14
134333	1/03	PROCESSWORKS INC.	110-00-21578-000-000	12/31/13 CHECK REG	595.08
134334	1/03	IAFF/NATIONWIDE	110-00-21574-000-000	12/16-31/13 CONTRIB	20,112.18
134335	1/03	BRUCE MUNICIPAL EQUIPMENT	501-09-50105-359-000	SEWER PLUGS	1,552.15
134336	1/03	LABAHN, JEFFREY B	110-00-11210-000-000	CHANGE FUND	150.00
134337	1/03	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	12/16-31/13 CONTRIB	9,188.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134338	1/03	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000	11/27/13 W/C	117.52
134339	1/03	FLEUCHAUS CHIROPRACTIC SC	110-09-56405-161-000	10/17-18/13 W/C	174.25
			110-09-56405-161-000	10/22/13 W/C	68.00
				..... CHECK TOTAL	242.25
134340	1/03	MATHIESEN, TRACE	110-09-56404-719-000	MED EXP-10/24/13 MVA	464.55
134341	1/03	ISTVANEK, DIANE	206-00-13107-000-000	5/8/13 TRANSPORT	47.24
134342	1/03	COLVIN, NATHANIEL	110-00-21106-000-000	2013 TAX REFUND	500.38
134343	1/03	TUDJAN, JONATHAN & LONI	110-00-21106-000-000	2013 TAX REFUND	185.49
134344	1/03	NORTON, MATTHEW & JENNY	110-00-21106-000-000	2013 TAX REFUND	263.93
134345	1/03	VELARDI, ANTHONY & CANDY	110-00-21106-000-000	2013 TAX REFUND	448.89
134346	1/03	SZCZEPANSKI, JAN	110-00-21106-000-000	2013 TAX REFUND	377.19
134347	1/03	LINDAUER, TODD & DEBORA	110-00-21106-000-000	2013 TAX REFUND	92.28
134348	1/03	GRITSONIS, THEODORE	110-00-21106-000-000	2013 TAX REFUND	434.98
134349	1/03	WRIGHT, CHARLES & DOREEN	110-00-21106-000-000	2013 TAX REFUND	126.74
134350	1/03	FENNEMA, CAROL	110-00-21106-000-000	2013 TAX REFUND	208.84
134351	1/03	BLUMREICH, RODERICK	110-00-21106-000-000	2013 TAX REFUND	411.14
134352	1/03	SOSTRE, JAVIER & CARMEN	110-00-21106-000-000	2013 TAX REFUND	261.22
134353	1/03	CONNER, JAMES	110-00-21106-000-000	2013 TAX REFUND	245.73
134354	1/03	SMITH, SUZANNE	110-00-21106-000-000	2013 TAX REFUND	58.44
134355	1/03	THOMPSON, ALLEN & BRENDA	110-00-21106-000-000	2013 TAX REFUND	515.14
134356	1/03	JORDAN, CAROLINA	110-00-21106-000-000	2013 TAX REFUND	123.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134357	1/03	ISHAM, CHRISTINE & ROBERT	110-00-21106-000-000	2013 TAX REFUND	195.66
134358	1/03	WEAVER, GARRY & SHARON	110-00-21106-000-000	2013 TAX REFUND	166.00
134359	1/03	ALBRECHT, PHYLLIS	110-00-21106-000-000	2013 TAX REFUND	57.08
134360	1/03	CHENEY, ELAINE	110-00-21106-000-000	2013 TAX REFUND	278.05
134361	1/03	MUNNELLY, GREGORY	110-09-56405-166-000	PPD ACCRUAL	3,606.40
134362	1/03	KUHLMEY, KILE	501-09-50103-263-000	12/10-12 APPLETON	198.00
			501-09-50103-261-000	12/10-12 APPLETON	163.85
			501-09-50103-263-000	12/10-12 APPLETON	24.02
				..... CHECK TOTAL	385.87
134363	1/08	WE ENERGIES	110-03-53109-221-000	12/13 STREET LIGHTS	62,082.35
			110-05-55109-221-000	12/13 STREET LIGHTS	406.69
				..... CHECK TOTAL	62,489.04
134364	1/08	CHESTER ELECTRONICS SUPPLY	206-02-52205-363-000	12/13 FD-PARTS/MATRL	96.50
			206-02-52205-363-000	12/13 FD-PARTS/MTRL	19.99
				..... CHECK TOTAL	116.49
134365	1/08	STERLING KINDY OPTICAL	110-09-56402-164-000	8-10/13 SAFETY GLSS	219.90
134366	1/08	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	12/13 CE #2446 LABOR	310.23
134367	1/08	SCOUT LEADERS RESCUE SQUAD	222-09-50101-294-000	4TH QTR RETAINER	1,250.00
134368	1/08	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	12/13 LAB 13-181850	99.20
			110-02-52101-219-000	12/13 LAB 13-181318	99.20
			110-02-52101-219-000	12/13 LAB 13-185803	99.20
			110-02-52101-219-000	12/13 LB 13-185477	99.20
			110-02-52101-219-000	12/13 LAB 13-175024	49.60
			110-02-52101-219-000	12/13 LAB 13-182588	49.60
				..... CHECK TOTAL	496.00
134369	1/08	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	11/13 AMECHE LIGHTS	194.36
134370	1/08	AMERICAN PLANNING ASSOC	110-01-51601-323-000	LABAHN 2014 DUES	560.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134371	1/08	WE ENERGIES	110-03-53109-221-000	#1 11/12-12/15	3,785.47
			110-03-53109-221-000	#1 11/11-12/12	1,831.82
			110-03-53109-221-000	#1 11/07-12/10	1,227.18
			110-02-52203-221-000	#1 11/08-12/10	1,133.51
			110-03-53109-221-000	#1 11/05-12/08	927.04
			110-03-53109-221-000	#1 11/13-12/13	723.22
			110-02-52203-221-000	#1 11/07-12/10	613.92
			110-03-53103-221-000	#1 11/06-12/09	567.83
			110-03-53109-221-000	#1 10/16-11/14	550.82
			110-05-55109-221-000	#1 11/12-12/15	478.90
			110-02-52203-222-000	#1 11/06-12/09	349.46
			110-05-55109-221-000	#1 11/06-12/09	340.16
			110-03-53109-221-000	#1 11/12-12/12	271.36
			110-02-52203-222-000	#1 11/07-12/10	223.42
			110-05-55109-221-000	#1 11/11-12/12	208.77
			110-03-53109-221-000	#1 11/06-12/09	167.73
			110-05-55102-221-000	#1 11/11-12/12	152.74
			110-05-55109-221-000	#1 11/10-12/11	120.74
			110-05-55109-221-000	#1 11/07-12/10	98.24
			110-03-53109-221-000	#1 11/13-12/16	57.04
			632-09-50101-221-000	#1 11/12-12/15	46.80
			110-05-55109-221-000	#1 11/13-12/16	40.24
			110-05-55109-222-000	#1 11/06-12//09	36.77
			519-09-50106-221-000	#1 11/06-12/09	35.18
			110-05-55102-221-000	#1 11/10-12/11	34.56
			110-05-55102-221-000	#1 11/11-12/11	18.55
			110-05-55109-221-000	#1 11/05-12/08	11.78
			110-01-51802-222-000	#1 912 35TH ST	10.87
			110-05-55109-222-000	#1 11/10-12/11	9.61
			110-05-55109-221-000	#1 10/07-12/08	6.13
				..... CHECK TOTAL	14,079.86
134372	1/08	WE ENERGIES	758-09-51605-259-000	FINAL BILL - UTILS	64.26
134373	1/08	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	12/13 SWEEPER PARTS/	772.80
134374	1/08	AT&T	110-02-52203-225-000	12/22-01/21 REPEATR	413.26
134375	1/08	FEDEX	110-01-51306-312-000	12/18 PW LOMC SHIPPI	82.57
			110-01-51306-312-000	12/20 MANHEIM SHIPPI	21.63
			 CHECK TOTAL	104.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134376	1/08	OFFICEMAX	110-01-51601-311-000	12/13 CD #2725 OFFC	343.07
			110-01-51303-311-000	12/13 HR #2723 OFFC	44.21
			110-02-52103-311-000	12/13 PD #2722 OFFC	38.18
			110-02-52103-311-000	12/13 PD #2722 OFFC	4.11
				..... CHECK TOTAL	429.57
134377	1/08	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	12/13 ARMORED CAR	306.31
134378	1/08	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	GRATE	1,360.00
			630-09-50101-393-000	BEEHIVE GRATE	876.81
				..... CHECK TOTAL	2,236.81
134379	1/08	NATIONAL TRUST FOR HISTORIC	110-01-51601-323-000	2014 DUES M MAKI	20.00
134380	1/08	GORDIE BOUCHER FORD OF KENO	632-09-50101-344-000	PARTS	175.35
			632-09-50101-344-000	LABOR	150.00
			630-09-50101-393-000	FLT 3203 TCCM TEST	79.50
				..... CHECK TOTAL	404.85
134381	1/08	HARRIS GOLF CARS SALES/SERV	524-05-50101-344-000	11/13 GOLF CARTS REP	68.22
			524-05-50101-344-000	11/13 GOLF CART REP	68.22
			524-05-50101-344-000	11/13 GOLF CARTS REP	8.86
				..... CHECK TOTAL	145.30
134382	1/08	PITNEY BOWES	110-01-51306-311-000	12/13 MAIL MACH. SUP	50.14
134383	1/08	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	12/13 PARTS/MATERLS	78.87
134384	1/08	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORD #13-181375	66.46
			110-02-52102-219-000	RECORDS #13-066974	65.69
				..... CHECK TOTAL	132.15
134385	1/08	PAUL CONWAY SHIELDS	110-02-52206-367-000	12/13 TURNOUT GEAR	51.60
134386	1/08	US CELLULAR	206-02-52205-226-000	12/13 FD-CELL SERVC	117.85
			501-09-50103-226-000	12/13 SW-CELL AIRTM	25.92
			501-09-50106-226-000	12/13 SW-CELL AIRTM	1.78
				..... CHECK TOTAL	145.55
134387	1/08	EMERGING COMMUNITIES CORP	420-11-51010-589-000	1/14 SERVICES	2,500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134388	1/08	MALSACK, J	463-11-51302-219-000	12/13 SNOW REMOVL-A	1,781.25
			461-11-51301-581-000	12/13 SNOW REMOVL-B	1,485.12
			463-11-51102-219-000	12/13 SNOW REMOVL-C	1,042.39
			463-11-51002-219-000	5502 23 AV-DEBRIS	60.00
			463-11-51102-219-000	12/13 5814 19-SNOW	12.02
				..... CHECK TOTAL	4,380.78
134389	1/08	JANTZ'S YARD 4 AUTOMOTIVE	110-02-52103-219-000	12/13 13-176914 TOW	25.00
134390	1/08	LETTERING MACHINE	110-02-52206-367-000	12/13 CLOTHING	174.00
			110-02-52206-367-000	12/13 CLOTHING	42.00
				..... CHECK TOTAL	216.00
134391	1/08	REGNER VETERINARY CLINIC	213-09-50101-381-000	12/13 MIKEY VETERINA	113.49
134392	1/08	FASTENAL COMPANY	110-01-51801-361-000	12/13 MB-TOOLS/MTRL	68.85
			110-03-53103-389-000	12/13 ST-TOOLS/MTRL	29.60
			501-09-50105-357-000	12/13 SW-TOOLS/MTRL	16.40
				..... CHECK TOTAL	114.85
134393	1/08	CDW-G	206-02-52205-363-000	12/13 COMPUTER EQUIP	480.19
			110-01-51102-539-000	12/13 COMPUTER EQUIP	257.33
				..... CHECK TOTAL	737.52
134394	1/08	WISCONSIN ASSOCIATION OF	110-01-51601-323-000	2014 MEMBER DUES	40.00
134395	1/08	XCELIGENT, INC	110-01-50901-322-000	2014 COM DATA EXCHG	1,500.00
134396	1/08	WISCONSIN COMPRESSED AIR	632-09-50101-235-000	PERFORM REPAIRS	771.15
134397	1/08	MEAD & HUNT, INC.	521-09-50101-219-000	11/13 SERVICES/SURVE	2,399.58
134398	1/08	GLEASON REDI-MIX	403-11-51102-588-000	12/13 CONCRETE MTRL	115.25
			110-03-53103-355-000	12/13 CONCRETE/MTRL	5.63
				..... CHECK TOTAL	120.88
134399	1/08	LUMINATOR HOLDING	520-09-50201-347-000	DESTINATION SIGN	694.50
134400	1/08	LOGISTICS PLUS	205-03-53118-219-000	12/13 TIRE RECYCLING	900.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134401	1/08	MCDONALD, PAT	110-01-51801-389-000	REISSUE CK #133830	50.00
134402	1/08	SPRING HILL SUITES/MARRIOTT	245-09-50101-264-000	1/4-2/14 ALBRECHT	4,071.71
134403	1/08	TRANSPORTATION SERVICES	611-09-50101-155-504	QFC-1 FORMS/CARDS	90.00
134404	1/08	STATE BAR OF WISCONSIN	110-01-50301-322-000	12/13 LEGAL PUBLICAT	61.34
134405	1/08	MENARDS (KENOSHA)	110-03-53116-361-000	12/13 WA MERCHANDISE	169.40
			501-09-50104-344-000	12/13 SW MERCHANDISE	152.77
			110-03-53113-389-000	12/13 ST MERCHANDISE	150.67
			420-11-51202-583-000	12/13 PW COUNTER	138.81
			501-09-50105-246-000	12/13 SW MERCHANDISE	83.83
			110-03-53107-389-000	12/13 ST MERCHANDISE	48.00
			110-03-53107-389-000	12/13 ST MERCHANDISE	33.00
			420-11-51202-583-000	12/13 PW COUNTER	22.75
			521-09-50101-344-000	12/13 AR MERCHANDISE	7.49
			420-11-51202-583-000	12/13 PW COUNTER	4.69
				..... CHECK TOTAL	811.41
134406	1/08	SHERWIN INDUSTRIES	630-09-50101-235-000	11/13 PARTS AND SERV	267.26
134407	1/08	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	12/13 FD#3 EXTINGSH	203.95
134408	1/08	NATIONAL ALLIANCE OF	110-01-51601-323-000	2014 DUES M MAKI	35.00
134409	1/08	TIME WARNER CABLE	110-01-51102-233-000	01/14 CITY HALL-RR	355.00
134410	1/08	WURTA	520-09-50301-323-000	2014 WURTA DUES	4,150.00
134411	1/08	WHOLESALE DIRECT INC	630-09-50101-393-000	12/13 PARTS/MATERIAL	909.49
134412	1/08	HAPPENINGS MAGAZINE	222-09-50101-259-908	12/13 TREE LIGHT AD	50.00
134413	1/08	NEW URBAN PUBLICATIONS	110-01-51601-322-000	2014 SUBSCRIPTION	79.00
134414	1/08	AIRGAS NORTH CENTRAL	632-09-50101-389-000	11/13 SE-INDSTL GAS	185.94
			206-02-52205-389-000	12/13 FD#5 OXYGEN CL	62.00
			521-09-50101-344-000	11/13 AR-INDSTL GAS	17.53
			 CHECK TOTAL	265.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134415	1/08	RED THE UNIFORM TAILOR	110-02-52206-367-000	12/13 FD-UNIFORMS	819.00
			110-02-52206-367-000	11/13 FD-UNIFORMS	250.85
			110-02-52103-367-000	12/13 PD-UNIFORMS	237.80
			110-02-52103-367-000	12/13 PD-UNIFORMS	219.00
			110-02-52103-365-000	12/13 PD-UNIFORMS	12.95
				..... CHECK TOTAL	1,539.60
134416	1/08	KD PLUMBING	110-00-44803-000-000	REISSUE CK #133848	75.00
134417	1/08	AURORA HEALTH CARE	110-01-51303-216-000	11/13 SCREENS	747.00
			520-09-50101-216-000	11/13 SCREENS	157.00
				..... CHECK TOTAL	904.00
134418	1/08	CHILDS, CRAIG D, PHD, S.C.	110-01-51303-216-000	MCDONOUGH EVAL	485.00
			110-01-51303-216-000	J HOUSTON EVAL	485.00
				..... CHECK TOTAL	970.00
134419	1/08	LGIP LIBRARY	110-00-21804-000-000	1/02/14 WIRE TRANS	362,500.00
134420	1/08	LGIP MUSEUM	110-00-21805-000-000	1/02/14 WIRE TRANS	133,000.00
134421	1/08	NORTH CENTRAL EMS COOP.	206-02-52205-323-000	2014 MEMBER DUES	75.00
134422	1/08	ROSKRES, PAUL R	110-00-21115-000-000	REISSUE CK #82293	210.79
			110-00-21115-000-000	REISSUE CK #93561	161.31
			110-00-21115-000-000	REISSUE CK #72347	104.84
			110-00-21115-000-000	REISSUE CK #61505	56.14
			110-00-21115-000-000	REISSUE CK #601976	39.43
				..... CHECK TOTAL	572.51
134423	1/08	CASTANON, BRISEIDA	110-00-21905-000-000	BEACHHOUSE 12/28/13	300.00
134424	1/08	BETHANY EVANGELICAL	110-00-21905-000-000	2013 FALL SOCCER	200.00
134425	1/08	GARY KLINKA BUILDING	110-01-51601-264-000	M MOORE 05 NEC CODE	45.00
134426	1/08	ESTATE OF GENEVIEVE LOCKE	206-00-13107-000-000	REISSUE CK #125380	72.12
134427	1/08	HALL, JUDITH	110-00-21905-000-000	CANCEL 6/15/14	300.00
			110-00-46580-000-000	CANCEL 6/15/14	250.00
			110-00-46532-000-000	CANCEL 6/15/14	25.00
			 CHECK TOTAL	575.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134428	1/08	PADILLA, PRIMITIVO & MARIA	110-00-21106-000-000	REISSUE CK #125933	273.66
134429	1/08	CONRAD, DIONNE	110-00-21106-000-000	REISSUE CK #124295	57.02
134430	1/08	NICHOLS, KIRK	110-00-21106-000-000	REISSUE CK #125749	41.91
134431	1/08	ROSKRES, PAUL	110-00-21106-000-000	REISSUE CK #126386	402.44
134432	1/08	LENCI, MAURO	632-09-50101-261-000	11-12/13 MILEAGE	171.88
134433	1/08	SWARTZ, MARTHA E.	110-01-51601-261-000	12/13 109 MILES	61.59
134434	1/08	KRYSTOWIAK, PETER	110-01-50901-261-000	12/13 133 MILES	75.15
134435	1/08	MIKOLAS, KEVIN	110-01-51601-261-000	12/13 699 MILES	394.94
134436	1/08	WILKE, BRIAN	110-01-51601-261-000	12/13 63 MILES	35.60
134437	1/08	CALLOVI, MICHAEL	110-01-51601-261-000	8-12/13 196 MILES	110.74
134438	1/08	MELICHAR, JASON	110-02-52102-367-000	2013 CLOTHING ALLOW	375.11
134439	1/08	BILLINGSLEY, SHELLY	110-03-53101-311-000	WALL MOUNT CARD	49.95
134440	1/08	WASHINGTON, AL	110-01-50901-261-000	12/13 255 MILES	144.08
134441	1/08	MCNEELY, RYAN	709-09-50101-264-000	REIMBURSE REG FEE	175.10
134442	1/08	CRUEY, EDWARD	110-01-50901-261-000	12/13 204 MILES	115.26
134443	1/08	PACETTI, FRANK	110-03-53116-367-000	WASTE COLD GEAR	516.63
134444	1/08	SANCHEZ, MARGARITO	110-01-51601-261-000	12/13 260 MILES	146.90
134445	1/08	MOORE, MICHAEL	110-01-51601-261-000	12/13 696 MILES	393.24
134446	1/08	LANG, VINCENT R	110-02-52103-263-000	12/26/13 WINNEBAGO	12.00
134447	1/08	NEWHOUSE, ROBERT	110-01-51601-261-000	12/13 159 MILES	89.84

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134448	1/08	BAKER, ELIZABETH	110-01-50901-261-000	12/13 356 MILES	201.14
134449	1/08	PAGOULATOS, KOSTAS	110-01-51601-261-000	12/13 567 MILES	320.36
134450	1/08	FITZGERALD, TRAVIS A	110-02-52103-263-000	WINNEBAGO	12.00
134451	1/09	SHANNON, MARY JO	110-00-21106-000-000	2013 TAX REFUND	110.73
134452	1/09	RUSK, CHARLES	110-00-21106-000-000	2013 TAX REFUND	54.39
134453	1/09	PROSTKO, LARRY & SUZANNE	110-00-21106-000-000	2013 TAX REFUND	169.45
134454	1/09	HOFMANN, LUKE R	110-00-21106-000-000	2013 TAX REFUND	81.03
134455	1/09	L'ABBE, TIMOTHY	110-00-21106-000-000	2013 TAX REFUND	54.21
134456	1/09	LOOMIS, LENORE	110-00-21106-000-000	2013 TAX REFUND	82.34
134457	1/09	MADDEN, WALTER	110-00-21106-000-000	2013 TAX REFUND	59.68
134458	1/09	SEPNAFSKI, ROBERT & REBECCA	110-00-21106-000-000	2013 TAX REFUND	327.37
134459	1/09	BENITEZ, LEONEL	110-00-21106-000-000	2013 TAX REFUND	323.15
134460	1/09	LABA, DEBRA & TODD	110-00-21106-000-000	2013 TAX REFUND	151.07
134461	1/09	LUNDIN, IRENE	110-00-21106-000-000	2013 TAX REFUND	208.34
134462	1/09	MENDOZA, RAUL & MARTHA	110-00-21106-000-000	2013 TAX REFUND	80.50
134463	1/09	CARPENTER, STEVE & MALEAH	110-00-21106-000-000	2013 TAX REFUND	102.45
134464	1/09	MECUM, WESLEY	110-00-21106-000-000	2013 TAX REFUND	206.63
134465	1/09	HUNT, RYAN & EVIE	110-00-21106-000-000	2013 TAX REFUND	290.38
134466	1/09	SOLOVEY, EDWARD	110-00-21106-000-000	2013 TAX REFUND	125.15
134467	1/09	USINGER, RICKY & PAMELA	110-00-21106-000-000	2013 TAX REFUND	163.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134468	1/09	WILSON, PETER	110-00-21106-000-000	2013 TAX REFUND	98.37
134469	1/09	DEMING, WARREN & PENELOPE	110-00-21106-000-000	2013 TAX REFUND	144.46
134470	1/09	JACKL, ROBIN	110-00-21106-000-000	2013 TAX REFUND	638.69
134471	1/09	BOYLE, CHRISTOPHER & LAURA	110-00-21106-000-000	2013 TAX REFUND	91.21
134472	1/09	ANGEL VAZQUEZ SERRANO	110-00-21106-000-000	2013 TAX REFUND	468.88
134473	1/09	PUIDOKAS, BARRY	110-00-21106-000-000	2013 TAX REFUND	1,680.51
134474	1/09	WHIPPO, BRADLEY & ROCHELLE	110-00-21106-000-000	2013 TAX REFUND	80.03
134475	1/09	DOBBINS, JOAN	110-00-21106-000-000	2013 TAX REFUND	133.55
134476	1/09	PADE, NORMAN	110-00-21106-000-000	2013 TAX REFUND	287.07
134477	1/09	HERZOG, VICTORIA	110-00-21106-000-000	2013 TAX REFUND	435.62
134478	1/09	GOROSKI, ALLAN & BONNIE	110-00-21106-000-000	2013 TAX REFUND	294.58
134479	1/09	HENSGEN, NORBERT	110-00-21106-000-000	2013 TAX REFUND	376.55
134480	1/09	GRZONKA, TARA	110-00-21106-000-000	2013 TAX REFUND	375.89
134481	1/09	BRUENNING, EDWARD	110-00-21106-000-000	2013 TAX REFUND	178.52
134482	1/09	LAVERY, MATTHEW & LEANNE	110-00-21106-000-000	2013 TAX REFUND	266.00
134483	1/09	JULIANA, PATRICK & MARILYN	110-00-21106-000-000	2013 TAX REFUND	405.81
134484	1/09	JULIANA, PATRICK & MARILYN	110-00-21106-000-000	2013 TAX REFUND	398.54
134485	1/09	KOESSL, BRUCE	110-00-21106-000-000	2013 TAX REFUND	398.21
134486	1/09	MILUTINOVIC, DENIS	110-00-21106-000-000	2013 TAX REFUND	595.96
134487	1/09	KEMEN, THERESE & JEFFREY	110-00-21106-000-000	2013 TAX REFUND	466.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134488	1/09	KEMEN, JEFFREY & THERESE	110-00-21106-000-000	2013 TAX REFUND	181.61
134489	1/09	AMBRIZ, JOEL	110-00-21106-000-000	2013 TAX REFUND	217.30
134490	1/09	WALDO, THOMAS	110-00-21106-000-000	2013 TAX REFUND	140.98
134491	1/09	HASSAN, RAMI	110-00-21106-000-000	2013 TAX REFUND	275.30
134492	1/09	NIELSEN, KRISTIAN	110-00-21106-000-000	2013 TAX REFUND	761.04
134493	1/09	WATTS, DAVID	110-00-21106-000-000	2013 TAX REFUND	284.37
134494	1/09	LUNDGREN, SCOTT	110-00-21106-000-000	2013 TAX REFUND	1,596.49
134495	1/09	VAZQUEZ, EDUARDO & ROSAURA	110-00-21106-000-000	2013 TAX REFUND	140.07
134496	1/09	HANSCH, DALE	110-00-21106-000-000	2013 TAX REFUND	157.69
134497	1/09	BUFTON, PATRICK	110-00-21106-000-000	2013 TAX REFUND	2.00
134498	1/09	COLLINS, DEANNA	110-00-21106-000-000	2013 TAX REFUND	301.77
134499	1/09	STETTNER, RICK & DEBORAH	110-00-21106-000-000	2013 TAX REFUND	176.59
134500	1/09	HERBRECHTSMEIER, KARL	110-00-21106-000-000	2013 TAX REFUND	416.24
134501	1/09	ESPINOZA, MANUEL & ANGELITA	110-00-21106-000-000	2013 TAX REFUND	618.47
134502	1/09	SLOWEY, JAMES	110-00-21106-000-000	2013 TAX REFUND	294.53
134503	1/09	FEELY, TERRY & CANDICE	110-00-21106-000-000	2013 TAX REFUND	374.06
134504	1/09	SIMONSEN, CARLEEN	110-00-21106-000-000	2013 TAX REFUND	318.89
134505	1/09	GRANGER, RICHARD	110-00-21106-000-000	2013 TAX REFUND	2.08
134506	1/09	KERR, MARY	110-00-21106-000-000	2013 TAX REFUND	94.87
134507	1/09	NEIMAN, STEVEN & KRISTINE	110-00-21106-000-000	2013 TAX REFUND	530.56

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134508	1/09	SPARKS, WILLIAM	110-00-21106-000-000	2013 TAX REFUND	305.42
134509	1/09	LANGENDORF, WILLIAM & DEBRA	110-00-21106-000-000	2013 TAX REFUND	2.72
134510	1/09	PATTON, DALE & TERESA	110-00-21106-000-000	2013 TAX REFUND	36.91
134511	1/09	WALDEN, ROBERT & ROSEMARIE	110-00-21106-000-000	2013 TAX REFUND	268.43
134512	1/09	SABBY, WALTER & ANITA	110-00-21106-000-000	2013 TAX REFUND	1.01
134513	1/09	MORMAN, JACOB & JAMIE	110-00-21106-000-000	2013 TAX REFUND	570.63
134514	1/09	WRIGHT, DAWN	110-00-21106-000-000	2013 TAX REFUND	5.64
134515	1/09	ACETO, JOANNE	110-00-21106-000-000	2013 TAX REFUND	2.67
134516	1/09	RICHARDS, KARYN L KAPPEHOFF	110-00-21106-000-000	2013 TAX REFUND	6.07
134517	1/09	PIER, YVONNE	110-00-21106-000-000	2013 TAX REFUND	144.69
134518	1/09	PETERSEN, DAVID & JUDITH	110-00-21106-000-000	2013 TAX REFUND	175.22
134519	1/09	KRAJACIC, FRANK & PATRICIA	110-00-21106-000-000	2013 TAX REFUND	313.71
134520	1/09	VAUGHN, JUDITH	110-00-21106-000-000	2013 TAX REFUND	223.38
134521	1/09	KNIGHT, ERIC & ANGELA	110-00-21106-000-000	2013 TAX REFUND	111.50
134522	1/09	CREAMER, JAMES & SHERYL	110-00-21106-000-000	2013 TAX REFUND	512.02
134523	1/09	OSEMAN, RAYMOND & TONI	110-00-21106-000-000	2013 TAX REFUND	102.94
134524	1/09	THOMPSON, MATTHEW	110-00-21106-000-000	2013 TAX REFUND	272.32
134525	1/09	KRANING, MICHAEL	110-00-21106-000-000	2013 TAX REFUND	208.93
134526	1/09	ANDERSON, JAMES & DONICA	110-00-21106-000-000	2013 TAX REFUND	201.14
134527	1/09	STRICKLAND, STACY	110-00-21106-000-000	2013 TAX REFUND	2.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134528	1/09	RAUEN, JEAN	110-00-21106-000-000	2013 TAX REFUND	23.77
134529	1/09	WDFC LLC	110-00-21106-000-000	2013 TAX REFUND	921.77
134530	1/09	DAUN, SHERI	110-00-21106-000-000	2013 TAX REFUND	5.41
134531	1/09	SKOWRONSKI-ANDERSON, PAMELA	110-00-21106-000-000	2013 TAX REFUND	176.89
134532	1/09	PIWONI, RANDALL & KELLY	110-00-21106-000-000	2013 TAX REFUND	7.18
134533	1/09	HICKS, BRIAN & CASIE	110-00-21106-000-000	2013 TAX REFUND	158.81
134534	1/09	NAVROTSKY, MICHAEL	110-00-21106-000-000	2013 TAX REFUND	6.03
134535	1/09	LOPEZ, JOSEPH & EVELYN	110-00-21106-000-000	2013 TAX REFUND	1,171.52
134536	1/09	CATES, JOAN & DAVID	110-00-21106-000-000	2013 TAX REFUND	466.46
134537	1/09	SCHILLER, JERALD	110-00-21106-000-000	2013 TAX REFUND	170.60
134538	1/09	THOMSEN, KEVIN & MARY	110-00-21106-000-000	2013 TAX REFUND	2.93
134539	1/09	BONOFIOLIO, TINA	110-00-21106-000-000	2013 TAX REFUND	12.60
134540	1/09	RYAN, ALICE	110-00-21106-000-000	2013 TAX REFUND	160.77
134541	1/09	KNOPFHART, PETER	110-00-21106-000-000	2013 TAX REFUND	185.20
134542	1/09	RUFFALO, JAMES	110-00-21106-000-000	2013 TAX REFUND	1,068.86
134543	1/09	HOFFMIRE, BRUCE & MELISSA	110-00-21106-000-000	2013 TAX REFUND	63.50
134544	1/09	BROWN, JONATHAN & JANETTE	110-00-21106-000-000	2013 TAX REFUND	363.55
134545	1/09	ADAMSON, KENNETH & ADELINE	110-00-21106-000-000	2013 TAX REFUND	179.49
134546	1/09	CARPENTIER, TIMOTHY & LORA	110-00-21106-000-000	2013 TAX REFUND	64.72
134547	1/09	NANCY CHRISTOPHER P	110-00-21106-000-000	2013 TAX REFUND	553.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134548	1/09	HERRING, JAYNE	110-00-21106-000-000	2013 TAX REFUND	112.63
134549	1/09	KRUEGER, DALE & RENEE	110-00-21106-000-000	2013 TAX REFUND	262.08
134550	1/09	BINOTTO, JOHN & BARBARA	110-00-21106-000-000	2013 TAX REFUND	183.02
134551	1/09	SIEVERS, ZACHARY	110-00-21106-000-000	2013 TAX REFUND	191.91
134552	1/09	GRUNDY, SCOTT & BECKY	110-00-21106-000-000	2013 TAX REFUND	842.82
134553	1/09	GRUNDY, SCOTT	110-00-21106-000-000	2013 TAX REFUND	682.83
134554	1/09	GRUNDY, SCOTT	110-00-21106-000-000	2013 TAX REFUND	921.31
134555	1/09	ECKELBERG, CHRISTOPHER AND	110-00-21106-000-000	2013 TAX REFUND	490.99
134556	1/09	GRIFFIN, ELLA	110-00-21106-000-000	2013 TAX REFUND	272.64
134557	1/09	PEGORARO, DONALD & DEBORAH	110-00-21106-000-000	2013 TAX REFUND	356.92
134558	1/09	GONZALEZ, CESAR	110-00-21106-000-000	2013 TAX REFUND	60.77
134559	1/09	FRANCO, ANTONIA	110-00-21106-000-000	2013 TAX REFUND	215.17
134560	1/09	MISZEWSKI, BARBARA	110-00-21106-000-000	2013 TAX REFUND	704.18
134561	1/09	WALKER, PHILIP	110-00-21106-000-000	2013 TAX REFUND	103.71
134562	1/09	GERMAIN, ALYSSA	110-00-21106-000-000	2013 TAX REFUND	847.85
134563	1/09	JENSEN, KRIS & HAYLEY	110-00-21106-000-000	2013 TAX REFUND	295.79
134564	1/09	STICH, DAVID & KATHLEEN	110-00-21106-000-000	2013 TAX REFUND	191.66
134565	1/09	NIELSON, GARY & JULIE	110-00-21106-000-000	2013 TAX REFUND	101.82
134566	1/09	LAMACCHIA, ROCCO & MARY	110-00-21106-000-000	2013 TAX REFUND	183.00
134567	1/09	TORRES, ROLANDO & ROSA	110-00-21106-000-000	2013 TAX REFUND	140.45

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134568	1/09	TORRES, ROLANDO & ROSA	110-00-21106-000-000	2013 TAX REFUND	154.11
134569	1/09	GARCIA, FERNANDO	110-00-21106-000-000	2013 TAX REFUND	184.25
134570	1/09	HRNCIAR, CHRISTOPHER	110-00-21106-000-000	2013 TAX REFUND	175.33
134571	1/09	BURROW, KEVIN	110-00-21106-000-000	2013 TAX REFUND	182.45
134572	1/09	SLATER, MICHAEL	110-00-21106-000-000	2013 TAX REFUND	290.41
134573	1/09	ZAGAME, LOUIS & PAMELA	110-00-21106-000-000	2013 TAX REFUND	123.07
134574	1/09	JEZIERSKI, DONALD	110-00-21106-000-000	2013 TAX REFUND	394.12
134575	1/09	ADAMS, CHESTER & JEANETTE	110-00-21106-000-000	2013 TAX REFUND	79.27
134576	1/09	SCHAEFER, SUSAN K	110-00-21106-000-000	2013 TAX REFUND	239.42
134577	1/09	MUSSER, GREGORY	110-00-21106-000-000	2013 TAX REFUND	58.61
134578	1/09	CARTER, GORDON	110-00-21106-000-000	2013 TAX REFUND	215.09
134579	1/09	KENNEDY, DONALD	110-00-21106-000-000	2013 TAX REFUND	331.77
134580	1/09	COOKSEY, ELBERT & ESTELENA	110-00-21106-000-000	2013 TAX REFUND	671.84
134581	1/09	LUPIA, JON	110-00-21107-000-000	LOTTERY CR. REFUND	132.21
134582	1/09	BAC TAX SERVICES CORPORATION	110-00-21106-000-000	2013 TAX REFUND	1,359.71
134583	1/09	PETERSON, CAROLYN	110-00-21106-000-000	2013 TAX REFUND	120.38
134584	1/09	LANGEVIN, DANIEL	110-00-21106-000-000	2013 TAX REFUND	4.77
134585	1/09	MARTIN, DAVID & CAROL	110-00-21106-000-000	2013 TAX REFUND	330.35
134586	1/09	PISULA, STEVEN	110-00-21106-000-000	2013 TAX REFUND	48.87
134587	1/09	BOURQUE, SHANNON	110-00-21106-000-000	2013 TAX REFUND	1.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134588	1/09	KONTOGIANNIS, GEORGE AND	110-00-21106-000-000	2013 TAX REFUND	41.15
134589	1/09	LECCE, STANLEY & BERNICE	110-00-21106-000-000	2013 TAX REFUND	113.48
134590	1/09	JURIK, JANET	110-00-21106-000-000	2013 TAX REFUND	5.08
134591	1/09	VORHES, DAVID	110-00-21106-000-000	2013 TAX REFUND	95.31
134592	1/09	VORHES, DAVID & BARBARA	110-00-21106-000-000	2013 TAX REFUND	184.23
134593	1/09	KANCIAN, DOUGLAS & LYNN	110-00-21106-000-000	2013 TAX REFUND	160.35
134594	1/09	KRUEGER, DAVID	110-00-21106-000-000	2013 TAX REFUND	245.50
134595	1/09	BOSCHER, GLORIA	110-00-21106-000-000	2013 TAX REFUND	396.75
134596	1/09	MILISAUSKAS, BETH	110-00-21106-000-000	2013 TAX REFUND	3.71
134597	1/09	STEUCK, DAVID & REBECCA	110-00-21106-000-000	2013 TAX REFUND	16.90
134598	1/09	CONRAD, DIONNE	110-00-21106-000-000	2013 TAX REFUND	7.18
134599	1/09	EVANS, LAURA	110-00-21106-000-000	2013 TAX REFUND	545.48
134600	1/09	WELLS FARGO HOME MORTGAGE	110-00-21106-000-000	2013 TAX REFUND	2,544.71
134601	1/09	MORRISSEY, JOHN & DARCY	110-00-21106-000-000	2013 TAX REFUND	264.25
134602	1/09	ERICKSON, CRAIG	110-00-21106-000-000	2013 TAX REFUND	65.55
134603	1/09	CLAIR, KAREN	110-00-21106-000-000	2013 TAX REFUND	182.08
134604	1/09	LOCKE, EVA MARIE	110-00-21106-000-000	2013 TAX REFUND	122.37
134605	1/09	KIMBALL, SUSAN	110-00-21106-000-000	2013 TAX REFUND	212.12
134606	1/09	VAN OEVER, GAIL	110-00-21106-000-000	2013 TAX REFUND	4.43
134607	1/09	HARTNELL, LEONARD & CLARE	110-00-21106-000-000	2013 TAX REFUND	242.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134608	1/09	GRISHAM, GRANT & MEGAN	110-00-21106-000-000	2013 TAX REFUND	97.49
134609	1/09	GLOVER, GREG & CHRISTINE	110-00-21106-000-000	2013 TAX REFUND	263.87
134610	1/09	KAZIN, NICOLE	110-00-21106-000-000	2013 TAX REFUND	288.80
134611	1/09	ANDERSON, MICHAEL	110-00-21106-000-000	2013 TAX REFUND	261.15
134612	1/09	GOTZ, COURTNEY	110-00-21106-000-000	2013 TAX REFUND	209.38
134613	1/09	WITT, DAVID & PAULETTE	110-00-21106-000-000	2013 TAX REFUND	188.69
134614	1/09	CAMPBELL, CAMMIE	110-00-21106-000-000	2013 TAX REFUND	332.21
134615	1/09	ORTHMANN, JAY	110-00-21106-000-000	2013 TAX REFUND	486.09
134616	1/09	STRATTON, CHARLES	110-00-21106-000-000	2013 TAX REFUND	298.03
134617	1/09	VERBICK, WALTER	110-00-21106-000-000	2013 TAX REFUND	446.16
134618	1/09	SORENSEN, DARALD & KAY	110-00-21106-000-000	2013 TAX REFUND	235.42
134619	1/09	CUEVAS, ELIZABETH	110-00-21106-000-000	2013 TAX REFUND	279.62
134620	1/09	TRUAX, PARIS & DIETRA	110-00-21106-000-000	2013 TAX REFUND	186.82
134621	1/09	NEUHALFEN, WILLIAM R	110-00-21106-000-000	2013 TAX REFUND	54.44
134622	1/09	BURDEN, BRADLEY	110-00-21106-000-000	2013 TAX REFUND	344.38
134623	1/09	KALEY, DAVID & KELLY	110-00-21106-000-000	2013 TAX REFUND	85.26
134624	1/09	SCHURMAN, THOMAS & LEAH	110-00-21106-000-000	2013 TAX REFUND	127.97
134625	1/09	MANSKE, STEVEN	110-00-21106-000-000	2013 TAX REFUND	485.45
134626	1/09	OBERST, DAVID & LUANN	110-00-21106-000-000	2013 TAX REFUND	77.23
134627	1/09	DANDURAND, JERRY	110-00-21106-000-000	2013 TAX REFUND	143.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134628	1/09	WHITE, FLORINE & SHEILA LYNN	110-00-21106-000-000	2013 TAX REFUND	383.85
134629	1/09	ANDERSON, MARY A AND	110-00-21106-000-000	2013 TAX REFUND	211.47
134630	1/09	ROSSA, STEVEN	110-00-21106-000-000	2013 TAX REFUND	105.82
134631	1/09	SCHMITZ, MICHAEL	110-00-21106-000-000	2013 TAX REFUND	57.34
134632	1/09	RILEY, KIMBERLY	110-00-21106-000-000	2013 TAX REFUND	65.63
134633	1/09	BANKS, NANCY	110-00-21106-000-000	2013 TAX REFUND	55.50
134634	1/09	BANKS, NANCY	110-00-21106-000-000	2013 TAX REFUND	398.42
134635	1/09	HOPF, BRUCE	110-00-21106-000-000	2013 TAX REFUND	116.22
134636	1/09	CRAIG, CATHERINE	110-00-21106-000-000	2013 TAX REFUND	248.77
134637	1/09	BROWN, KRISTIN	110-00-21106-000-000	2013 TAX REFUND	357.20
134638	1/09	WIRTZ, LUCAS & DANA	110-00-21106-000-000	2013 TAX REFUND	383.94
134639	1/09	WELLS FARGO REAL ESTATE TAX	110-00-21106-000-000	2013 TAX REFUND	6,205.07
134640	1/09	DEROSE, LAWRENCE & SHERRY	110-00-21106-000-000	2013 TAX REFUND	2.05
134641	1/09	GOSDA, BRYAN	110-00-21106-000-000	2013 TAX REFUND	239.52
134642	1/09	DAHL, KAREN	110-00-21106-000-000	2013 TAX REFUND	115.80
134643	1/09	BOLYARD, DAVID & VICKI	110-00-21106-000-000	2013 TAX REFUND	6.42
134644	1/09	WILSON, JAMES	110-00-21106-000-000	2013 TAX REFUND	57.25
134645	1/09	ROSKO, RANDY & CHRISTA	110-00-21106-000-000	2013 TAX REFUND	127.73
134646	1/09	CONRAD, ROBERT & NADEAN	110-00-21106-000-000	2013 TAX REFUND	260.65
134647	1/09	BELAND, DAVID & LYNN	110-00-21106-000-000	2013 TAX REFUND	3.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134648	1/09	WESTLAND, MELISSA	110-00-21106-000-000	2013 TAX REFUND	5.98
134649	1/09	HOWARTH, RORY & CRYSTAL	110-00-21106-000-000	2013 TAX REFUND	270.90
134650	1/09	SHANAHAN, BRUCE & SHARON	110-00-21106-000-000	2013 TAX REFUND	176.16
134651	1/09	GONWA, HEIDI & CHAD	110-00-21106-000-000	2013 TAX REFUND	283.41
134652	1/09	MATHEWS, GARLAND & ISABELLA	110-00-21106-000-000	2013 TAX REFUND	148.43
134653	1/09	PIER, STEVEN	110-00-21106-000-000	2013 TAX REFUND	128.93
134654	1/09	ELVETICI, STEVEN & DIANA	110-00-21106-000-000	2013 TAX REFUND	192.71
134655	1/09	MOE, PEGGY	110-00-21106-000-000	2013 TAX REFUND	713.59
134656	1/09	BJELAJAC, HOLLY	110-00-21106-000-000	2013 TAX REFUND	117.40
134657	1/09	JOHNSON, GLENN & DEBORAH	110-00-21106-000-000	2013 TAX REFUND	403.42
134658	1/09	NYARA, KANDACE	110-00-21106-000-000	2013 TAX REFUND	121.32
134659	1/09	CZARNOWSKI, RICK & MARYANN	110-00-21106-000-000	2013 TAX REFUND	151.69
134660	1/09	VANDERHOOF, ADAM	110-00-21106-000-000	2013 TAX REFUND	190.84
134661	1/09	BLANCHARD, PATRICIA	110-00-21106-000-000	2013 TAX REFUND	56.01
134662	1/09	LEYVA, VICENTE & MONICA	110-00-21106-000-000	2013 TAX REFUND	103.60
134663	1/09	TRAYLOR, MICHELLE	110-00-21106-000-000	2013 TAX REFUND	438.48
134664	1/09	SCHILLER, JEFFREY & DIEDRE	110-00-21106-000-000	2013 TAX REFUND	263.90
134665	1/09	HANSCHKE, THOMAS & JACQUELINE	110-00-21106-000-000	2013 TAX REFUND	58.36
134666	1/09	WEISS, LEE & GLORIA	110-00-21106-000-000	2013 TAX REFUND	295.52
134667	1/09	MARTINEZ, KRISTIE	110-00-21106-000-000	2013 TAX REFUND	217.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134668	1/09	SERENO, PAUL & VALERIE	110-00-21106-000-000	2013 TAX REFUND	326.75
134669	1/09	SYMOENS, LORI	110-00-21106-000-000	2013 TAX REFUND	204.37
134670	1/09	CASTELLANO, MELISSA	110-00-21106-000-000	2013 TAX REFUND	215.84
134671	1/09	WITT, RONNIE & RITA	110-00-21106-000-000	2013 TAX REFUND	128.68
134672	1/09	TORRES, RAYMOND	110-00-21106-000-000	2013 TAX REFUND	289.81
134673	1/09	REIDENBACH, NANCI	110-00-21106-000-000	2013 TAX REFUND	7.74
134674	1/09	THRAMS, DENISE	110-00-21106-000-000	2013 TAX REFUND	241.18
134675	1/09	LUCE, PATRICIA	110-00-21106-000-000	2013 TAX REFUND	6.67
134676	1/09	FECHTNER, MARC & JULIA	110-00-21106-000-000	2013 TAX REFUND	468.38
134677	1/09	ROHLMAN, BARBARA	110-00-21106-000-000	2013 TAX REFUND	51.03
134678	1/09	BUTTS, RONALD	110-00-21106-000-000	2013 TAX REFUND	111.95
134679	1/09	PELTIER, MICHAEL & ELIZABETH	110-00-21106-000-000	2013 TAX REFUND	204.17
134680	1/09	PAPROTH, JASON	110-00-21106-000-000	2013 TAX REFUND	3.10
134681	1/09	TERRELL, JESSE & LORI	110-00-21106-000-000	2013 TAX REFUND	7.41
134682	1/09	HUANG, HAN & ANGELA	110-00-21106-000-000	2013 TAX REFUND	165.98
134683	1/09	BREAN, ERIK	110-00-21106-000-000	2013 TAX REFUND	104.52
134684	1/09	EVANS, DIANE	110-00-21106-000-000	2013 TAX REFUND	1.82
134685	1/09	WADDLE, JAMES	110-00-21106-000-000	2013 TAX REFUND	2.41
134686	1/09	CARUSO, DAVID	110-00-21106-000-000	2013 TAX REFUND	87.56
134687	1/09	FARFALLA, ROSE	110-00-21106-000-000	2013 TAX REFUND	90.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134688	1/09	HANSEN, TODD	110-00-21106-000-000	2013 TAX REFUND	192.21
134689	1/09	HAQUE, RAZAUL	110-00-21106-000-000	2013 TAX REFUND	161.94
134690	1/09	ALIA, JOHN & IDA	110-00-21106-000-000	2013 TAX REFUND	169.36
134691	1/09	FRIEDRICHS, BRENDA	110-00-21106-000-000	2013 TAX REFUND	305.82
134692	1/09	FULTON, JAMES & BARBARA	110-00-21106-000-000	2013 TAX REFUND	62.59
134693	1/09	CLARK, BRENT & JILL	110-00-21106-000-000	2013 TAX REFUND	46.53
134694	1/09	CHL COLONIAL LLC	110-00-21106-000-000	2013 TAX REFUND	1,496.67
134695	1/09	WARFORD, WAHNEETA	110-00-21106-000-000	2013 TAX REFUND	168.34
134696	1/09	PASCKO, DANIEL & SARAH	110-00-21106-000-000	2013 TAX REFUND	7.71
134697	1/09	FISHER, THOMAS & KAY	110-00-21106-000-000	2013 TAX REFUND	138.87
134698	1/09	SALGADO, ROBERTO & MARIA	110-00-21106-000-000	2013 TAX REFUND	347.72
134699	1/09	AYECH, ZAID & CRISTINA	110-00-21106-000-000	2013 TAX REFUND	9.20
134700	1/09	MILLER, JOHNNICE	110-00-21106-000-000	2013 TAX REFUND	184.23
134701	1/09	GREENE, ALISHA	110-00-21106-000-000	2013 TAX REFUND	4.58
134702	1/09	MARCINIAK, TIMOTHY & NATALIE	110-00-21106-000-000	2013 TAX REFUND	72.04
134703	1/09	VANCASTER, JAMES & JEAN	110-00-21106-000-000	2013 TAX REFUND	4.49
134704	1/09	HANSEN, ANDREW	110-00-21106-000-000	2013 TAX REFUND	138.46
134705	1/09	CORNOG, RICHARD	110-00-21106-000-000	2013 TAX REFUND	2.91
134706	1/09	CARROLL, CATHLEEN	110-00-21106-000-000	2013 TAX REFUND	166.32
134707	1/09	SIEBENEICH, SIEGFRIED AND	110-00-21106-000-000	2013 TAX REFUND	275.39

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134708	1/09	TOMAN, SCOTT	110-00-21106-000-000	2013 TAX REFUND	348.03
134709	1/09	WILLIAMS, KEVIN	110-00-21106-000-000	2013 TAX REFUND	59.78
134710	1/09	MCCOY, ALBERTA	110-00-21106-000-000	2013 TAX REFUND	479.05
134711	1/09	JACOBS, PHILLIP & DENISE	110-00-21106-000-000	2013 TAX REFUND	142.31
134712	1/09	MEHREN, JOHN R	110-00-21106-000-000	2013 TAX REFUND	161.91
134713	1/09	KRAMER, BERNADINE	110-00-21106-000-000	2013 TAX REFUND	436.16
134714	1/09	DUVAL, ANTHONY & DAWN	110-00-21106-000-000	2013 TAX REFUND	315.08
134715	1/09	ANDERSEN, PAUL & CHRISTINE	110-00-21106-000-000	2013 TAX REFUND	357.61
134716	1/09	FIETZE, JEFFREY	110-00-21106-000-000	2013 TAX REFUND	4.74
134717	1/09	MATHERLY, JULIE	110-00-21106-000-000	2013 TAX REFUND	247.96
134718	1/09	STROUD, JANET & ANTHONY	110-00-21106-000-000	2013 TAX REFUND	6.61
134719	1/09	ROMAN, RYAN & KELLIE	110-00-21106-000-000	2013 TAX REFUND	85.18
134720	1/09	ENGLUND, CLEO	110-00-21106-000-000	2013 TAX REFUND	11.98
134721	1/09	SCHWALM, TIMOTHY J	110-00-21107-000-000	LOTTERY CR. REFUND	132.21
134722	1/09	HALL, JACK	110-00-21106-000-000	2013 TAX REFUND	182.83
134723	1/09	DELABIO, KATHLEEN	110-00-21106-000-000	2013 TAX REFUND	325.25
134724	1/09	FAPSO, CHRISTOPHER	110-00-21106-000-000	2013 TAX REFUND	174.84
134725	1/09	DAVIDSON, SHARON K JANUSZ	110-00-21106-000-000	2013 TAX REFUND	54.80
134726	1/09	WALENTOWSKI, RANDY & RAMONA	110-00-21106-000-000	2013 TAX REFUND	460.26
134727	1/09	PIGNATELLI, NATALIE	110-00-21106-000-000	2013 TAX REFUND	213.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134728	1/09	MURPHY, DAWN	110-00-21106-000-000	2013 TAX REFUND	14.66
134729	1/09	LUPI, EUGENE & JULIE	110-00-21106-000-000	2013 TAX REFUND	32.92
134730	1/09	CASHDOLLAR, LESTER W	110-00-21106-000-000	2013 TAX REFUND	1.99
134731	1/09	SHORE, DAVID & PAMELA	110-00-21106-000-000	2013 TAX REFUND	17.23
134732	1/09	SHAW, DANIEL	110-00-21106-000-000	2013 TAX REFUND	79.20
134733	1/09	RILEY, SEAN	110-00-21106-000-000	2013 TAX REFUND	258.71
134734	1/09	KIRK, JOHN & RACHELLE	110-00-21106-000-000	2013 TAX REFUND	175.73
134735	1/09	PITTS, DAVID	110-00-21106-000-000	2013 TAX REFUND	199.01
134736	1/09	ANDERSON, ELIZABETH	110-00-21106-000-000	2013 TAX REFUND	169.96
134737	1/09	RAMSDELL, DANIEL	110-00-21106-000-000	2013 TAX REFUND	578.54
134738	1/09	STICH, JOSEPH & KIM	110-00-21106-000-000	2013 TAX REFUND	110.70
134739	1/09	CRUTCHLEY, JOHN & PAMELA	110-00-21106-000-000	2013 TAX REFUND	250.24
134740	1/09	SPEARS, ADAM & JESSICA	110-00-21106-000-000	2013 TAX REFUND	1,047.64
134741	1/09	DOSEMAGEN, CHRISTIAN	110-00-21106-000-000	2013 TAX REFUND	314.01
134742	1/09	EDWARDS, DEBRON & LINDY	110-00-21106-000-000	2013 TAX REFUND	241.36
134743	1/09	LINDOW, LEROY & LUANNE	110-00-21106-000-000	2013 TAX REFUND	617.59
134744	1/09	RIEDEL, RENEE	110-00-21106-000-000	2013 TAX REFUND	393.80
134745	1/09	CHRISTY, THOMAS	110-00-21106-000-000	2013 TAX REFUND	1,019.54
134746	1/09	GRAVELEY, MICHAEL & CLAIRE	110-00-21106-000-000	2013 TAX REFUND	331.48
134747	1/09	FIGORE, MARISA	110-00-21106-000-000	2013 TAX REFUND	127.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134748	1/09	MESSERSMITH, KATHRYN	110-00-21106-000-000	2013 TAX REFUND	144.93
134749	1/09	ANDERSON, JOHN & VICTORIA	110-00-21106-000-000	2013 TAX REFUND	255.02
134750	1/09	WEBER, PATRICK & LISA	110-00-21106-000-000	2013 TAX REFUND	202.34
134751	1/09	PFEUFFER, DANIEL	110-00-21106-000-000	2013 TAX REFUND	369.76
134752	1/09	ZIETZ, CARA	110-00-21106-000-000	2013 TAX REFUND	120.68
134753	1/09	SORENSEN, CAL & BRENDA	110-00-21106-000-000	2013 TAX REFUND	556.10
134754	1/09	OSCAR, JOHN & TAMMIE	110-00-21106-000-000	2013 TAX REFUND	576.77
134755	1/09	STEINMETZ, SCOTT	110-00-21106-000-000	2013 TAX REFUND	108.86
134756	1/09	CORNELL, JOHN & LYNN	110-00-21106-000-000	2013 TAX REFUND	152.97
134757	1/09	NEUHALFEN, WILLIAM	110-00-21106-000-000	2013 TAX REFUND	334.60
134758	1/09	KETTERHAGEN, DONALD	110-00-21106-000-000	2013 TAX REFUND	722.73
134759	1/09	HERMAN, STEVEN	110-00-21106-000-000	2013 TAX REFUND	83.62
134760	1/09	WEHRLY, CINDY	110-00-21106-000-000	2013 TAX REFUND	8.24
134761	1/09	MILLER, ZACHARY	110-00-21106-000-000	2013 TAX REFUND	1,165.29
134762	1/09	SBAROUNIS, THOMAS & VICKY	110-00-21106-000-000	2013 TAX REFUND	54.07
134763	1/09	MAY, MICHAEL	110-00-21106-000-000	2013 TAX REFUND	157.44
134764	1/09	LABOY, CYNTHIA	110-00-21106-000-000	2013 TAX REFUND	136.74
134765	1/10	A & B PRO HARDWARE	110-03-53109-375-000	11/13 ST-SUPPL/SERV	176.40
			110-02-52203-382-000	11/13 FD-SUPPL/SERV	146.27
			110-01-51801-246-000	11/13 MB-SUPPL/SERV	65.00
			110-01-51801-389-000	11/13 MB-SUPPL/SERV	37.23
			630-09-50101-393-000	11/13 CE-SUPPL/SERV	35.00
			110-02-52203-357-000	11/13 FD-SUPPL/SERV	23.56
			 CHECK TOTAL	483.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134766	1/10	BINDELLI BROTHERS, INC	110-09-56501-259-569	12/13 1519 74 ST	180.24
134767	1/10	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	12/13 ST ELECTRICAL	45.04
134768	1/10	KENOSHA CO HEALTH DIVISION	110-02-52102-219-000	13 CHEMIST CONT.	47,932.07
134769	1/10	COMSYS, INCORPORATED	110-01-51102-215-000 501-09-50101-215-000	1/8-2/7/14 SERVICE 1/8-2/7/14 SERVICE CHECK TOTAL	39,585.60 9,896.40 49,482.00
134770	1/10	DUECO, INC	110-03-53109-344-000	PERFORM REPAIRS	9,921.20
134771	1/10	CARDINAL HEALTH	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	12/13 FD MEDICAL SUP 12/13 FD MEDICAL SUP 12/13 FD MEDICAL SUP CHECK TOTAL	721.75 514.39 247.00 1,483.14
134772	1/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000	01/10/14 CITY HRLY 01/10/14 WATER HRLY CHECK TOTAL	10,224.06 3,656.87 13,880.93
134773	1/10	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	01/14 ANIMAL CONTRL	11,888.51
134774	1/10	LABOR PAPER, THE	110-01-50101-321-000 110-01-50101-321-000 110-01-50101-321-000 110-01-50101-321-000 110-01-50101-321-000	12/13 TID #17 NTC 12/13 KENO WELLS 12/13 VACATE ALLEY 12/13 2ND READ ORDS 12/13 TID #17 MTG CHECK TOTAL	49.60 45.40 32.16 21.68 13.32 162.16
134775	1/10	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	11/9/13 W/C	595.59
134776	1/10	KENOSHA NEWS	110-01-51601-321-000	12/13 CD-REL FUNDS	134.58
134777	1/10	WIS DEPT OF REVENUE	110-00-21512-000-000	12/16-31/13 DEDUCTS	124,913.27
134778	1/10	WISCONSIN FUEL & HEATING	630-09-50101-392-000 630-09-50101-392-000 630-09-50101-393-000 630-09-50101-393-000	12/13-SE DIESEL FUEL 12/13-SE DIESEL FUEL 12/13-CE LUBRICANTS/ 12/13-CE LUBRICANTS/ CHECK TOTAL	24,948.72 23,946.89 554.05 142.00 49,591.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134779	1/10	CURTIS INDUSTRIES, INC	630-09-50101-393-000	12/13 SE FASTENERS-V	313.78
			630-09-50101-393-000	12/13 SE FASTENERS-V	221.80
			630-09-50101-393-000	12/13 SE FASTENERS-V	197.13
			630-09-50101-393-000	12/13 SE FASTENERS-V	186.82
				..... CHECK TOTAL	919.53
134780	1/10	DON'S AUTO PARTS	110-02-52203-344-000	12/13 FD PARTS & MAT	58.99
134781	1/10	KENOSHA WATER UTILITY	110-00-21913-000-000	12/13 TEMP PERMITS	39,708.04
			110-00-21914-000-000	12/13 BILL COLLECT	16,167.11
				..... CHECK TOTAL	55,875.15
134782	1/10	CARRICO AQUATIC RESOURCES	110-05-55111-235-000	PUMP MOTOR REPL	2,148.14
134783	1/10	INLAND DETROIT DIESEL	110-03-53116-344-000	TRANS. REPAIR 2921	6,676.40
			630-09-50101-393-000	12/13-SE#2831 PARTS/	14.86
				..... CHECK TOTAL	6,691.26
134784	1/10	A & R DOOR SERVICE	501-09-50105-246-000	12/13 ST DOOR REPAIR	79.00
134785	1/10	LARK UNIFORM, INC.	110-02-52103-367-000	12/13-PD#581 UNIFORM	149.90
134786	1/10	BATTERIES PLUS LLC	110-02-52103-385-000	11/13 PD BATTERIES &	67.95
			110-02-52103-385-000	11/13 PD BATTERIES &	18.99
				..... CHECK TOTAL	86.94
134787	1/10	CHASE BANK KENOSHA	110-00-21513-000-000	01/10/14 HRLY DEDCT	30,011.58
			110-00-21612-000-000	01/10/14 HRLY DEDCT	14,505.89
			110-00-21511-000-000	01/10/14 HRLY DEDCT	14,505.87
			110-00-21614-000-000	01/10/14 HRLY DEDCT	3,482.04
			110-00-21514-000-000	01/10/14 HRLY DEDCT	3,481.97
				..... CHECK TOTAL	65,987.35
134788	1/10	TDS	110-01-51801-227-000	01/14 PHONE SERVICE	5,288.84
			110-00-15202-000-000	01/14 PHONE SERVICE	2,140.49
			520-09-50301-227-000	01/14 PHONE SERVICE	772.11
			110-03-53103-227-000	01/14 PHONE SERVICE	565.96
			110-00-14401-000-000	01/14 PHONE SERVICE	448.81
			632-09-50101-227-000	01/14 PHONE SERVICE	394.06
			521-09-50101-227-000	01/14 PHONE SERVICE	345.40
			110-05-55109-227-000	01/14 PHONE SERVICE	338.94
			501-09-50101-227-000	01/14 PHONE SERVICE	225.46
			110-03-53116-227-000	01/14 PHONE SERVICE	204.02
			520-09-50401-227-000	01/14 PHONE SERVICE	142.11
			110-02-52108-225-000	01/14 PHONE SERVICE	132.26
			110-02-52110-227-000	01/14 PHONE SERVICE	98.71
			524-05-50101-227-000	01/14 PHONE SERVICE	95.83
			110-02-52108-225-000	01/14 PHONE CALLS	75.93
			520-09-50202-227-000	01/14 PHONE SERVICE	71.50

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-227-000	01/14 PHONE SERVICE	68.82
			206-02-52205-227-000	01/14 PHONE SERVICE	67.46
			110-02-52110-225-000	01/14 PHONE CALLS	54.84
			110-05-55111-227-000	01/14 PHONE SERVICE	43.88
			110-01-51801-225-000	01/14 PHONE CALLS	40.13
			520-09-50301-225-000	01/14 PHONE CALLS	3.91
			524-05-50101-225-000	01/14 PHONE CALLS	2.10
			632-09-50101-225-000	01/14 PHONE CALLS	2.05
			110-03-53103-225-000	01/14 PHONE CALLS	1.65
			110-03-53116-225-000	01/14 PHONE CALLS	.72
			501-09-50101-225-000	01/14 PHONE CALLS	.65
			521-09-50101-225-000	01/14 PHONE CALLS	.49
			110-05-55111-225-000	01/14 PHONE CALLS	.43
			110-05-55109-225-000	01/14 PHONE CALLS	.43
				..... CHECK TOTAL	11,627.99
134789	1/10	OFFICEMAX	611-09-50101-155-504	12/13-HR#2729 OFFICE	161.28
			110-02-52103-311-000	12/13-PD#2726 OFFICE	145.40
			110-01-51101-311-000	12/13-FN#2730 OFFICE	107.53
			110-02-52103-311-000	12/13-PD#2728 OFFICE	33.23
			110-02-52103-311-000	12/13-PD#2686 OFFICE	14.21
			110-02-52103-311-000	12/13-PD#2686 OFFICE	5.99
				..... CHECK TOTAL	467.64
134790	1/10	PREISS, IRENE	110-02-52203-165-000	01/14 BENEFITS	410.53
134791	1/10	ZAK, PAUL	110-02-52203-165-000	01/14 BENEFITS	861.97
134792	1/10	ALUMINUM FENCE CORPORATION	405-11-51311-589-000	LOOP AND KEY PAD	850.00
134793	1/10	DECKER FIRE & SAFETY	632-09-50101-235-000	SPRINKLER INSPECTION	275.00
134794	1/10	ACCURATE PRINTING CO., INC.	110-01-50901-311-000	12/13 AS-LETTERHEAD	790.00
134795	1/10	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	#13-178161 RECORDS	186.34
			110-02-52102-219-000	#13-178161 RECORDS	101.71
				..... CHECK TOTAL	288.05
134796	1/10	MESSERLI & KRAMER P.A.	110-00-21581-000-000	01/10/14 DEDUCTION	382.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134797	1/10	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	11/13 SERVICES	112.50
134798	1/10	INTERNATIONAL ASSOC OF	110-02-52102-323-000	2014 DUES-T THORNE	70.00
134799	1/10	AMERICAN FOUNDRY & FURNACE	633-09-50101-241-000	FURNACE REPAIR	2,147.30
134800	1/10	LEE PLUMBING, INC.	110-02-52203-241-000	12/13-FD#5 HVAC, PLU	538.96
			110-01-51801-241-000	11/13-MB HVAC, PLUMB	143.00
				..... CHECK TOTAL	681.96
134801	1/10	CINTAS CORP.	110-01-51801-246-000	11/13 15 CONTAINERS	210.00
			110-02-52101-219-000	12/13-PD PURGE SVC	27.50
			110-01-51801-246-000	PRICING CORRECTION	49.99CR
			110-01-51801-246-000	11/13 PRICING CORR	55.00CR
				..... CHECK TOTAL	132.51
134802	1/10	HUMANA CLAIMS	611-09-50101-155-527	12/31/13 MED CLAIMS	122,169.17
			611-09-50101-155-527	01/07/14 MED CLAIMS	63,075.90
			611-09-50101-155-527	01/06/14 MED CLAIMS	31,325.83
			611-09-50101-155-527	01/02/14 MED CLAIMS	27,620.15
			611-09-50101-155-527	12/31/13 PHARMACY	15,769.29
			611-09-50101-155-527	01/01/14 PHARMACY	7,653.58
			611-09-50101-155-527	01/06/14 PHARMACY	7,435.81
			611-09-50101-155-527	01/07/14 PHARMACY	5,023.57
			611-09-50101-155-527	01/02/14 PHARMACY	376.06
				..... CHECK TOTAL	280,449.36
134803	1/10	CUMMINS NPOWER, LLC	520-09-50201-347-000	12/13 TD PARTS/SERVI	190.39
			520-09-50201-347-000	12/13 TD PARTS/SERVI	160.91
			520-09-50201-347-000	12/13 TD PARTS/SERVI	93.95
				..... CHECK TOTAL	445.25
134804	1/10	WASTE MANAGEMENT OF WI	110-03-53117-253-416	12/13 1044.86 TONS	24,554.21
			110-03-53117-253-416	12/13 WDNR TONNAGE	13,583.18
			110-03-53117-253-416	12/13 FUEL SURCHARGE	2,183.38
			110-03-53117-253-417	12/13 59.95 TONS	1,408.83
			110-03-53117-253-417	12/13 8 COMPT PULLS	1,350.16
			110-03-53117-253-417	12/13 WDNR TONNAGE	779.35
			110-03-53117-253-416	12/13 ENVIRO SURCHG	336.00
			110-03-53117-253-417	12/13 FUEL SURCHARGE	246.07
			110-03-53117-253-417	12/13 ENVIRO SURCHG	48.00
			 CHECK TOTAL	44,489.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134805	1/10	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	01/10/14 DEDUCTION	15.70
134806	1/10	BARNES DISTRIBUTION	520-09-50201-347-000	12/13 TD SHOP SUPPLI	313.97
134807	1/10	JENSEN TOWING	110-02-52103-219-000	12/13-#13-179403 TOW	105.75
			110-02-52103-219-000	12/13-SQD#3055 TOWIN	45.00
			110-02-52103-219-000	11/13-#13-165136 TOW	45.00
				..... CHECK TOTAL	195.75
134808	1/10	JX PETERBILT	630-09-50101-393-000	11/13-SE PARTS/SERVI	26.27
134809	1/10	JOHNSON BANK	110-00-21532-000-000	01/10/14 CITY HRLY	1,195.00
			110-00-21532-000-000	01/10/14 WATER HRLY	454.62
				..... CHECK TOTAL	1,649.62
134810	1/10	HARTLEY, THOMAS	110-09-56405-212-000	D PALMER-FINAL	21,666.67
134811	1/10	CLIFTON LARSON ALLEN	110-01-50701-211-000	FINAL 2012	3,000.00
134812	1/10	CARQUEST AUTO PARTS	520-09-50201-347-000	12/13 TD PARTS/MATER	350.18
			520-09-50401-347-000	11/13 TD PARTS/MATER	75.59
			520-09-50201-317-000	11/13 TD PARTS/MATER	22.37
			520-09-50201-347-000	12/13 TD PARTS/MATER	2.89
				..... CHECK TOTAL	451.03
134813	1/10	GOVERNMENT FINANCE OFFICERS	110-01-51101-323-000	14 GFOA DUES	640.00
134814	1/10	INDUSTRIAL ROOFING SVCS INC	420-11-51306-583-000	ROOF AREAS 1 AND 2	1,405.01
134815	1/10	FOTH INFRASTRUCTURE AND	405-11-51305-219-000	10/13 SEDIMENTATION	1,051.83
134816	1/10	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	3 WI STATE PLAQUES	195.00
134817	1/10	CHAPTER 13 TRUSTEE	110-00-21581-000-000	01/10/14 DEDUCTION	104.00
			110-00-21581-000-000	01/10/14 DEDUCTION	87.00
			110-00-21581-000-000	01/10/14 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
134818	1/10	HANSMANN PRINTING	110-02-52103-311-000	12/13 PD-RADAR/OT LG	406.00
			110-02-52201-311-000	12/13 FD-BUS CARDS	52.00
			 CHECK TOTAL	458.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134819	1/10	WAUSAU EQUIPMENT CO.	110-03-53107-349-000	CUTTING EDGES	6,264.00
134820	1/10	TYCO INTEGRATED SECURITY LLC	520-09-50401-246-000	ANNUAL SERVICE	1,836.62
134821	1/10	GOLD STRIPE CONSULTING	110-02-52107-264-000	ROHDE HECKEL 1/21	50.00
134822	1/10	DIAMOND SURFACE, INC	521-09-50101-249-000	BUMP GRIND RUNWAY	9,689.00
134823	1/10	MENARDS (KENOSHA)	110-03-53103-389-000	12/13-ST MERCHANDISE	77.76
			110-03-53113-389-000	12/13-ST MERCHANDISE	54.64
			110-03-53107-389-000	12/13-ST MERCHANDISE	39.56
			110-03-53113-389-000	12/13-ST MERCHANDISE	33.86
			110-03-53107-389-000	12/13-ST MERCHANDISE	31.71
			110-03-53103-389-000	12/13-ST MERCHANDISE	25.59
			501-09-50105-389-000	12/13-SW MERCHANDISE	19.53
			420-11-51202-583-000	12/13-PW COUNTER MER	17.45
			110-01-51801-389-000	08/13-MB MERCHANDISE	15.19
				..... CHECK TOTAL	315.29
134824	1/10	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	12/13 PD EXTINGUISHE	53.50
134825	1/10	WIS SCTF	110-00-21581-000-000	01/10/14 HRLY DEDCT	995.24
134826	1/10	CARLSON RACINE ROOFING AND	420-11-51306-583-000	EST 2 THRU 12/23/13	21,832.58
134827	1/10	ACCURINT	110-02-52101-219-000	11/13 PD SEARCHES/LO	155.40
134828	1/10	SOUTHPORT PLAZA	520-09-50202-249-000	2014 MAINT BUS HUB	2,436.79
134829	1/10	GATEWAY TECH COLLEGE	245-09-50101-264-000	16 REG FEE 11/19-21	1,170.92
			245-09-50101-264-000	14 REG FEE 12/17-19	1,138.48
			245-09-50101-264-000	14 REG FEES 12/3-5	1,138.48
			245-09-50101-264-000	10 REG FEE 10/22-24	813.20
			245-09-50101-264-000	9 REG FEES 11/5-7	731.88
				..... CHECK TOTAL	4,992.96
134830	1/10	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	12/13 FD MEDICAL SUP	610.50
			206-02-52205-318-000	12/13 FD MEDICAL SUP	161.33
			206-02-52205-318-000	12/13 FD MEDICAL SUP	117.98
			 CHECK TOTAL	889.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134831	1/10	GILLIG CORPORATION	520-09-50201-347-000	12/13-TD BUS PARTS	407.90
			520-09-50201-347-000	12/13-TD BUS PARTS	214.86
				..... CHECK TOTAL	622.76
134832	1/10	RIMKUS, JASON	761-09-50101-111-000	01/01-15/13 SERVICE	1,933.04
			761-00-21514-000-000	01/01-15/13 SERVICE	28.03CR
			761-00-21599-000-000	01/01-15/13 SERVICE	96.65CR
			761-00-21512-000-000	01/01-15/13 SERVICE	108.90CR
			761-00-21511-000-000	01/01-15/13 SERVICE	119.85CR
			761-00-21513-000-000	01/01-15/13 SERVICE	220.00CR
				..... CHECK TOTAL	1,359.61
134833	1/10	PIRO, RALPH	761-09-50101-111-000	01/01-15/14 SERVICE	916.45
			761-00-21514-000-000	01/01-15/14 SERVICE	13.29CR
			761-00-21599-000-000	01/01-15/14 SERVICE	25.00CR
			761-00-21512-000-000	01/01-15/14 SERVICE	40.70CR
			761-00-21511-000-000	01/01-15/14 SERVICE	56.82CR
			761-00-21513-000-000	01/01-15/14 SERVICE	76.00CR
				..... CHECK TOTAL	704.64
134834	1/10	EAGLE FLIGHT BUSINESS FORMS	110-01-51101-311-000	TAX FORMS/ENVELOPES	512.68
134835	1/10	HSA BANK	761-09-50101-155-000	2014 KCM CONTRIB	1,000.00
134836	1/10	WE ENERGIES	461-11-51301-581-000	4627 37 AV-GAS RMVL	956.00
134837	1/10	CHANNING BETE	110-02-52206-264-000	TRAINING/EDUCATION	6,189.00
134838	1/10	CLARK DIETZ, INC	403-11-51113-589-000	10/26-11/29 POND CER	2,904.00
134839	1/10	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000	11/14-26/13 W/C	182.52
			110-09-56405-161-000	12/12/13 W/C	152.52
				..... CHECK TOTAL	335.04
134840	1/10	IOD INCORPORATED	110-09-56405-161-000	12/20/13 W/C	13.61
			110-09-56405-161-000	12/30/13 W/C	8.57
				..... CHECK TOTAL	22.18
134841	1/10	AURORA HEALTH CARE	110-09-56405-161-000	8/8/13 W/C	243.10
			110-09-56405-161-000	8/8/13 W/C	243.10
			110-02-52103-219-000	11/13 SCREENS	143.00
			110-01-51303-216-000	11/13 SCREENS	113.00
			520-09-50101-216-000	11/13 SCREENS	23.00
			 CHECK TOTAL	765.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134842	1/10	CHILDS, CRAIG D, PHD, S.C.	110-01-51303-216-000	LAMBERT EVAL	485.00
134843	1/10	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	11/1-30/13 W/C	631.48
134844	1/10	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	11/20/13 W/C	96.02
134845	1/10	AURORA ADVANCED HEALTHCARE	110-09-56405-161-000	12/5/13 W/C	164.05
			110-09-56405-161-000	8/19/13 W/C	164.05
				..... CHECK TOTAL	328.10
134846	1/10	INFINITY HEALTHCARE PHYS SC	110-09-56405-161-000	11/9/13 W/C	374.00
134847	1/10	FIREHOUSE PERFORMANCE	110-02-52103-344-000	11/13 PD-TIRES/SERV	207.95
134848	1/10	RAMER, NANCY	110-00-21907-000-000	XMAS TREE LICENSE	40.00
134849	1/10	GRETZINGER-FROST, DEBBIE	110-00-21907-000-000	XMAS TREE LICENSE	40.00
134850	1/10	KENOSHA VULTURES RUGBY CLUB	110-00-21905-000-000	2013 RUGBY	200.00
134851	1/10	JURASEWICZ, STEVEN J	110-00-21907-000-000	XMAS TREE LICENSE	40.00
134852	1/10	M & I BANK AND DANIEL PALMER	110-09-56405-166-000	D PALMER FINAL	86,666.66
134853	1/10	BROWN, CASSANDRA	110-00-21112-000-000	OVERPAY 2014 CAT LIC	15.00
134854	1/10	MICELI, MARIO & MARIA	110-00-21106-000-000	2013 TAX-2833 25 ST	20.00
134855	1/10	GABRIEL, DENNIS	110-09-56404-719-000	VEHICLE DMG-11/3/13	963.01
134856	1/10	STRECKER, KIT	110-09-56404-719-000	VEH DMG 12/17/13	1,792.24
134857	1/10	LEMENS, MICHAEL	110-03-53101-261-000	11-12/13 645 MILES	364.42
			110-03-53101-261-000	9-10/13 398 MILES	224.87
				..... CHECK TOTAL	589.29
134858	1/10	ESCHMANN, NICHOLAS	110-01-51303-144-000	2013 WINTER TUITION	432.00
134859	1/10	SHERWOOD, ERIC	110-01-51303-144-000	2013 FALL TUITION	272.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134860	1/10	MUNNELLY, GREGORY	110-09-56405-161-000	1/3/14 MILEAGE	163.51
134861	1/13	KENOSHA AREA CONVENTION &	110-00-41204-999-000	1ST PROJECTED 2014	108,355.23
134862	1/15	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000	12/13-SE PARTS/MATER 12/13-SE PARTS/MATER CHECK TOTAL	2,237.92 209.30 2,447.22
134863	1/15	CHESTER ELECTRONICS SUPPLY	632-09-50101-389-000 110-02-52103-365-000	12/13 SE PARTS & MAT 12/13 PD PARTS & MAT CHECK TOTAL	19.95 8.99 28.94
134864	1/15	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	01/14 HEALTH SERVICE	45,404.12
134865	1/15	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000 110-03-53109-375-000	12/13-ST ELECTRICAL 12/13-ST ELECTRICAL CHECK TOTAL	12.85 11.00 23.85
134866	1/15	WIS DEPT OF REVENUE	110-09-56507-259-999	12/13 SALES TAX	6,923.32
134867	1/15	WIS DEPT OF REVENUE	110-01-51101-311-000	14-15 BUS TAX REG	10.00
134868	1/15	KRANZ, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	12/13-SE PRODUCTS 12/13-SE PRODUCTS 12/13-SE PRODUCTS 12/13-SE CREDIT PROD CHECK TOTAL	736.31 215.22 71.74 71.74CR 951.53
134869	1/15	KENOSHA JOINT SERVICES	110-02-52111-251-000 110-02-52202-251-000	01/14 JOINT SERVICES 01/14 JOINT SERVICES CHECK TOTAL	222,155.07 55,538.77 277,693.84
134870	1/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	01/15/14 CITY SAL 01/15/14 WATER SAL 01/15/14 LIBRARY SAL CHECK TOTAL	39,073.38 5,904.00 5,610.89 50,588.27
134871	1/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	01/15/14 CITY SAL 01/15/14 LIBRARY SAL 01/15/14 WATER SAL CHECK TOTAL	1,047.72 234.00 183.88 1,465.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134872	1/15	LABOR PAPER, THE	412-11-51302-583-000	12/13 MUSEUM HVAC	53.80
			463-11-51002-219-000	12/13 FN #25-13	13.32
			463-11-51002-219-000	12/13 FN #26-13	12.88
				..... CHECK TOTAL	80.00
134873	1/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	01/15/14 CITY SAL	82,942.00
			110-00-21563-000-000	01/15/14 WATER SAL	25.00
				..... CHECK TOTAL	82,967.00
134874	1/15	LEAGUE OF WISCONSIN	110-01-50101-323-000	2014 LEAGUE DUES	13,457.50
134875	1/15	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	12/13-SE#2788 PARTS	188.65
			630-09-50101-393-000	12/13-SE#2676 PARTS	15.40
				..... CHECK TOTAL	204.05
134876	1/15	OTIS ELEVATOR CO.	633-09-50101-242-000	ELEVATOR SERVICE	3,023.52
134877	1/15	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	12/13-TD TIRE REPAIR	247.70
134878	1/15	SIMPLEX GRINNELL	520-09-50201-246-000	MONITORING SERVICE	403.00
134879	1/15	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	11/13 TRAFFIC SIGNS	82.22
134880	1/15	WE ENERGIES	110-03-53109-221-000	#2 11/19-12/22	3,970.26
			110-03-53109-221-000	#2 11/18-12/19	3,163.97
			110-03-53109-221-000	#2 11/20-12/25	2,812.40
			633-09-50101-221-000	#2 10/23-11/21	2,382.95
			110-03-53109-221-000	#2 11/17-12/18	1,821.18
			110-05-55111-221-000	#2 11/15-12/20	1,481.61
			110-02-52203-221-000	#2 11/20-12/23	1,447.55
			110-05-55109-221-000	#2 11/14-12/17	1,429.88
			110-03-53116-221-000	#2 11/17-12/18	1,357.28
			110-03-53103-221-000	#2 10/24-11/21	1,178.38
			110-03-53109-221-000	#2 11/14-12/17	1,172.10
			632-09-50101-221-000	#2 10/24-11/21	1,158.51
			522-05-50102-221-000	#2 11/14-12/17	1,129.55
			110-05-55106-222-000	#2 11/19-12/18	903.69
			110-05-55109-222-000	#2 10/23-11/21	548.01
			110-05-55109-221-000	#2 11/17-12/18	532.25
			520-09-50202-221-000	#2 11/20-12/25	392.95
			520-09-50202-222-000	#2 11/20-12/25	349.44
			110-03-53109-221-000	#2 10/23-11/21	334.54
			110-05-55111-222-000	#2 11/18-12/19	307.88
			110-03-53103-221-000	#2 11/20-12/25	299.68
			110-03-53109-221-000	#2 11/19-12/19	270.16
			110-05-55109-221-000	#2 11/19-12/22	169.31
			110-03-53117-221-000	#2 11/17-12/18	134.99
			519-09-50103-221-000	#2 11/20-12/25	101.17
			110-05-55109-222-000	#2 11/20-12/25	65.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#2 11/18-12/19	45.05
			110-05-55109-221-000	#2 11/20-12/25	31.26
			522-05-50102-222-000	#2 11/14-12/17	12.84
			110-05-55109-222-000	#2 11/14-12/17	10.23
				..... CHECK TOTAL	29,015.04
134881	1/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	01/15/14 DEDUCTION	257.02
134882	1/15	DICK'S ROOF REPAIR SERVICE	258-06-50505-259-000	#5644974 ROOF	5,000.00
			463-11-50601-589-000	7405 34TH AVE REHAB	3,480.00
				..... CHECK TOTAL	8,480.00
134883	1/15	KENOSHA WATER UTILITY	461-11-51301-581-000	9/17-11/16/13 UTILS	221.81
			461-11-51301-581-000	10-11/13 UTILS	29.78
			461-11-51301-581-000	10-11/13 UTILS	28.68
			461-11-51301-581-000	10-11/13 UTILS	27.58
			461-11-51301-581-000	10-11/13 UTILS	15.44
			461-11-51301-581-000	10-11/13 UTILS	12.70
			461-11-51301-581-000	10-11/13 UTILS	12.15
			461-11-51301-581-000	10-11/13 UTILS	10.06
				..... CHECK TOTAL	358.20
134884	1/15	WISCONSIN FUEL & HEATING	630-09-50101-392-000	12/13-SE DIESEL FUEL	24,667.57
134885	1/15	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	SWEeper PARTS/BROOM	1,343.85
			501-09-50104-344-000	SWEeper PARTS/BROOM	1,343.85
				..... CHECK TOTAL	2,687.70
134886	1/15	CHASE HIGH BALANCE SAVINGS	110-00-11301-000-000	WURE TRANS 1/10/14	25,000,000.00
134887	1/15	A & R DOOR SERVICE	110-01-51801-389-000	12/13 MB DOOR REPAIR	126.00
134888	1/15	CHASE BANK KENOSHA	110-00-21513-000-000	01/15/14 SAL DEDUCT	194,464.05
			110-00-21511-000-000	01/15/14 SAL DEDUCT	70,668.69
			110-00-21612-000-000	01/15/14 SAL DEDUCT	70,668.68
			110-00-21614-000-000	01/15/14 SAL DEDUCT	22,222.90
			110-00-21514-000-000	01/15/14 SAL DEDUCT	22,222.89
				..... CHECK TOTAL	380,247.21
134889	1/15	CHASE BANK KENOSHA	761-00-21513-000-000	12/13 KCM DEDUCTS	628.00
			761-09-50101-158-000	12/13 KCM DEDUCTS	399.84
			761-00-21511-000-000	12/13 KCM DEDUCTS	399.84
			761-00-21514-000-000	12/13 KCM DEDUCTS	93.52
			761-09-50101-158-000	12/13 KCM DEDUCTS	93.50
				..... CHECK TOTAL	1,614.70

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134890	1/15	ACL LABORATORIES	110-02-52101-219-000	LAB #13-175204	21.60
134891	1/15	OFFICEMAX	110-01-51601-311-000 110-05-55101-311-000 110-05-55101-311-000 501-09-50101-311-000 110-05-55101-311-000	12/13 CD #2731 OFFC 12/13 PA #2713 OFFC 12/13 PA #2713 OFFC 12/13 ST #2727 OFFC 12/13 PA #2713 RETN CHECK TOTAL	154.11 138.35 138.35 92.47 124.05CR 399.23
134892	1/15	WIS DEPT OF TRANSPORTATION	404-11-51301-589-000 404-11-51201-219-000	ELEC VAULT ELEC VAULT CHECK TOTAL	110,750.00 9,250.00 120,000.00
134893	1/15	MADISON TRUCK EQUIPMENT	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	12/13-SE PARTS/SERVI 12/13-SE PARTS/SERVI 12/13-SE PARTS/SERVI 12/13-SE PARTS/SERVI CHECK TOTAL	470.34 272.86 205.07 96.40 1,044.67
134894	1/15	VISIX, INC.	110-01-51102-233-000	MAINT CHANNEL 25	764.00
134895	1/15	HOLLAND SUPPLY, INC.	630-09-50101-393-000	11/13-CE HYDRAULIC F	233.78
134896	1/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	01/15/14 SAL DEDUCTS	720.00
134897	1/15	STRAND ASSOCIATES, INC.	420-11-51010-589-000	10-11/13 WELL SERVC	1,341.02
134898	1/15	AECOM TECHNICAL SERVICES INC	420-11-51010-589-000 420-00-21931-000-000	11/2-29 GENERAL 8/3-9 SEWER SUPPT CHECK TOTAL	1,467.39 617.85 2,085.24
134899	1/15	MESSERLI & KRAMER P.A.	110-00-21581-000-000	01/15/14 DEDUCTION	373.24
134900	1/15	MESSERLI & KRAMER P.A.	110-00-21581-000-000	01/15/14 DEDUCTION	531.27
134901	1/15	MANDLIK & RHODES INFORMATION	501-09-50102-219-000 501-09-50102-219-000	12/13 YW COUPON PRG 12/13 YW COUPON PRG CHECK TOTAL	450.47 422.49 872.96
134902	1/15	CARLINO'S ROOFING	258-06-50507-259-000 463-11-50601-589-000	#5644453 ROOF 6800 37TH AVE REHAB CHECK TOTAL	5,000.00 1,000.00 6,000.00

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134903	1/15	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	12/13-SE SERVICES/PA	363.00
134904	1/15	TOWN & COUNTRY GLASS	110-01-51801-246-000	12/13-MB GLASS REPAI	303.00
			110-01-51801-246-000	12/13-MB GLASS REPAI	65.29
				..... CHECK TOTAL	368.29
134905	1/15	FRONTIER	110-02-52203-225-000	12/22-01/21/14 FIRE	41.66
134906	1/15	WASTE MANAGEMENT OF WI	110-03-53117-253-416	12/13 1020.51 TONS	24,022.17
			110-03-53117-253-416	12/13 ENVIRO WDNR	13,235.17
			501-09-50104-253-000	12/13 103.89 TONS	2,424.59
			110-03-53117-253-416	12/13 FUEL SURCHARGE	2,125.14
			110-03-53117-253-417	12/13 9 PULLS	1,518.93
			110-03-53117-253-417	12/13 60.51 TONS	1,421.99
			501-09-50104-253-000	12/13 ENVIRO WDNR	1,382.13
			110-03-53117-253-417	12/13 ENVIRO WDNR	786.63
			110-03-53117-253-416	12/13 ENVIRO SURCHG	282.00
			110-03-53117-253-417	12/13 FUEL SURCHARGE	262.11
			501-09-50104-253-000	12/13 FUEL SURCHARGE	235.63
			501-09-50104-253-000	12/13 ENVIRO SURCHG	168.00
			110-03-53117-253-417	12/13 ENVIRO SURCHG	54.00
				..... CHECK TOTAL	47,918.49
134907	1/15	NICK'S ROOFING OF KENOSHA	258-06-50502-259-000	#5644406 ROOF	4,140.00
			258-06-50504-259-000	#5644406 ROOF	3,130.00
			258-06-50506-259-000	#5644405 ROOF	3,000.00
				..... CHECK TOTAL	10,270.00
134908	1/15	JENSEN TOWING	110-02-52103-219-000	12/13-#13-184375 TOW	45.00
			110-02-52103-219-000	12/13-#13-181540 TOW	45.00
			110-02-52103-219-000	12/13-#13-182588 TOW	45.00
				..... CHECK TOTAL	135.00
134909	1/15	ELECTRICAL CONTRACTORS, INC	405-11-51311-589-000	SIMMONS FLD REPAIR	5,762.17
134910	1/15	STARK ASPHALT	238-06-50407-259-000	EST 3 THRU 12/13/31	74,388.32
			238-06-50407-259-000	EST 3 THRU 12/13/31	28,041.85
			238-06-50407-259-000	EST 3 THRU 12/13/13	9,411.24
			403-11-51102-588-000	EST 3 THRU 12/13/13	2,719.00
				..... CHECK TOTAL	114,560.41

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134911	1/15	GRANICUS INC	110-01-51102-219-000	MANAGED SERV 2014	14,160.00
134912	1/15	PELION BENEFITS, INC.	110-00-21517-000-000	01/1-15/14 DEDUCTS	1,513.40
134913	1/15	KENOSHA COUNTY TREASURER	110-00-41125-000-000	2012 RE TAX/ERROR	121.23
134914	1/15	JOHNSON BANK	110-00-21532-000-000	01/15/14 CITY SAL	25,282.77
			110-00-21532-000-000	01/15/14 WATER SAL	3,472.41
			110-00-21532-000-000	01/15/14 LIBRARY SAL	1,315.00
				..... CHECK TOTAL	30,070.18
134915	1/15	SMART READER	222-09-50101-259-908	AD-XMAS TREE LIGHTIN	80.00
134916	1/15	APEX PRINT TECHNOLOGIES	110-01-51201-311-000	12/13 TAX BILL PAPR	120.00
134917	1/15	AMERICAN HYDRAULICS	630-09-50101-393-000	12/13 PARTS/SERVICES	1,635.00
			630-09-50101-393-000	12/13 PARTS/SERVICES	1,289.03
			630-09-50101-393-000	12/13 PARTS/SERVICES	1,066.00
				..... CHECK TOTAL	3,990.03
134918	1/15	DUECO, INC	630-09-50101-393-000	12/13 SE PARTS & MAT	811.33
134919	1/15	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	12/13-BUS PARTS	45.00
134920	1/15	HUCKSTORF DIESEL INC.	630-09-50101-393-000	12/13 PARTS/MATERLS	328.83
134921	1/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	01/15/14 DEDUCTION	743.00
			110-00-21581-000-000	01/15/14 DEDUCTION	419.00
			110-00-21581-000-000	01/15/14 DEDUCTION	400.00
				..... CHECK TOTAL	1,562.00
134922	1/15	DELFRATE, KRISTINA	520-09-50301-311-000	2013 TRANS	10.22
134923	1/15	LANGEL, MICHAEL	110-01-52001-219-000	SUB JUDGE 12/13	300.00
			110-01-52001-219-000	SUB JUDGE 1/2/14	150.00
				..... CHECK TOTAL	450.00
134924	1/15	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	12/13-SE PARTS/MATER	1,579.75
			630-09-50101-393-000	12/13-SE#1006 PARTS/	1,355.49
				..... CHECK TOTAL	2,935.24

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134925	1/15	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	11/13 LEGAL- ETHICS	2,148.25
134926	1/15	OLIVER ADJUSTMENT COMPANY	110-00-21581-000-000	01/15/14 DEDUCTION	450.14
			110-00-21581-000-000	01/15/14 DEDUCTION	46.08
				..... CHECK TOTAL	496.22
134927	1/15	BSN SPORTS, INC	405-11-51317-589-825	CLAUSEN PARK SOCCER	2,557.98
134928	1/15	FORCE AMERICA	630-09-50101-393-000	PARTS/MATERIALS	1,781.26
134929	1/15	MENARDS (KENOSHA)	420-11-51202-583-000	12/13-PW COUNTER MER	53.36
			632-09-50101-389-000	12/13-SE MERCHANDISE	7.98
			420-11-51202-583-000	12/13-PW COUNTER MER	3.80
				..... CHECK TOTAL	65.14
134930	1/15	TOTAL CYCLERY	110-02-52103-344-000	10/13-PD#488 BIKE RE	33.97
134931	1/15	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2013 TAX ROLL STLMT	213,229.10
134932	1/15	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2013 TAX ROLL STLMT	281,442.85
134933	1/15	WIS SCTF	110-00-21581-000-000	01/15/14 SAL DEDUCTS	9,644.39
134934	1/15	MOTION INDUSTRIES	630-09-50101-393-000	12/13-SE#8512 PARTS	37.79
134935	1/15	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	12/13 RADIATOR REPR	1,135.00
			630-09-50101-393-000	12/13 RADIATOR 3057	1,046.00
				..... CHECK TOTAL	2,181.00
134936	1/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	01/15/14 DEDUCTION	278.00
134937	1/15	ANAYA'S AUTO REPAIR	630-09-50101-393-000	12/13 #2453 REPAIRS	174.42
134938	1/15	GRAINGER	110-02-52203-344-000	11/13-FD PARTS/MATER	126.89
134939	1/15	WIS POLICE EXECUTIVE GROUP	110-02-52101-323-000	2014 J MORRISSEY	100.00
134940	1/15	NATIONAL ELEVATOR INSP SVS	110-01-51801-242-000	ELEVATOR INSPECTION	95.00
134941	1/15	TIME WARNER CABLE	110-01-51102-233-000	01/14 AIRPORT-ROADRU	151.09
			520-09-50301-233-000	01/14 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	12/19-01/18 STORES G	139.95
			524-05-50101-219-000	01/14 CABLE	34.20
				..... CHECK TOTAL	465.19

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134942	1/15	ENVIRONMENTAL SYSTEMS	403-11-51312-589-000	UPGRADE GIS BASIC	9,450.00
134943	1/15	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2013 TAX ROLL STLMT	25,038.23
134944	1/15	NICOLET NATURAL SE	761-09-50101-389-000	01/14 WATER COOLER	7.95
134945	1/15	GILLIG CORPORATION	520-09-50201-347-000	11/13-TD BUS PARTS	6,758.93
			520-09-50201-347-000	12/13-TD BUS PARTS	733.57
				..... CHECK TOTAL	7,492.50
134946	1/15	FBI - LEEDA	110-02-52101-323-000	2014 J MORRISSEY	50.00
134947	1/15	ERICKSON AUTO TRIM	630-09-50101-393-000	UPHOLSTERY REPAIRS	150.00
134948	1/15	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	12/13-SE#3045 REPAIR	36.44
134949	1/15	RIMKUS, JASON	761-09-50101-155-000	12/13 WPS HEALTH INS	453.68
134950	1/15	RIMKUS, JASON	761-09-50101-111-000	9-12/13 PERFORM AWD	500.00
			761-00-21514-000-000	9-12/13 PERFORM AWD	7.25CR
			761-00-21512-000-000	9-12/13 PERFORM AWD	15.20CR
			761-00-21513-000-000	9-12/13 PERFORM AWD	25.00CR
			761-00-21511-000-000	9-12/13 PERFORM AWD	31.00CR
				..... CHECK TOTAL	421.55
134951	1/15	PIRO, RALPH	761-09-50101-111-000	9-12/13 PERFORM AWD	250.00
			761-00-21512-000-000	9-12/13 PERFORM AWD	3.30CR
			761-00-21514-000-000	9-12/13 PERFORM AWD	3.63CR
			761-00-21511-000-000	9-12/13 PERFORM AWD	15.50CR
				..... CHECK TOTAL	227.57
134952	1/15	KUPFER LAW OFFICES	110-01-52001-219-000	SUB JUDGE 12/13	1,200.00
			110-01-52001-219-000	SUB JUDGE 1/3/14	150.00
				..... CHECK TOTAL	1,350.00
134953	1/15	STATE OF WISCONSIN	110-01-51801-242-000	OP FEE ELEVATOR	50.00
134954	1/15	UNITED HEALTHCARE BENEFIT	110-09-56310-219-000	12/13 ADMIN CHARGES	80.26
134955	1/15	AURORA HEALTH CARE	611-09-50102-259-000	2013 FLU VACCINES	5,423.70

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134956	1/15	KOHN LAW FIRM S.C.	110-00-21581-000-000	01/15/14 SAL DEDUCT	17.04
134957	1/15	DILLON, DEBRA A	402-11-51304-586-000	SIDEWALK REPAIR	646.28
134958	1/15	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	12/13 SERVICES	6,955.14
134959	1/15	WALSH, VICTORIA	110-00-21111-000-000	COURT PMT #N1332907	63.00
134960	1/15	CHERRY, QUENTIN	110-00-21111-000-000	COURT PMT # R934682	26.00
134961	1/15	SHYMAJI FOOD & FUEL	110-00-44202-000-000	RETAIL BEER LICENSE	225.00
134962	1/15	BRIGGS, SUZAN	402-11-51304-586-000	SIDEWALK REPAIR	619.30
134963	1/15	RIEDEL, RENEE	110-00-21106-000-000	2013 RE TAX-REISSUE	393.90
134964	1/15	SCHROEDER, RICHARD P.	110-01-51601-261-000	7-12/13 122 MILES	68.93
134965	1/15	SALAS, DEBRA	110-01-51901-311-000	ELECTION VOL.EXPENSE	17.69
134966	1/15	SOBBE, STACEY	110-02-52102-143-000	2014 CLOTHING ALLOW	400.00
134967	1/15	KRYSTOWIAK, PETER	110-01-50901-261-000	WAAO-1/6/14 WI DELLS	173.60
134968	1/15	CALLOVI, MICHAEL	110-01-51303-144-000	FALL 2013 TUITION	184.26
134969	1/15	KAISER, JERALD	110-02-52102-143-000	2014 CLOTHING ALLOW	400.00
134970	1/15	FORSBERG, KAREN	110-01-51201-261-000	10/13 26 MILES	14.69
134971	1/15	PATTON, PATRICK	110-01-51303-144-000	FALL 2013 TUITION	1,512.00
134972	1/15	BENVENUTO, NICHOLAS	110-02-52103-263-000	01/8/14-WINNEBAGO	12.00
			110-02-52103-263-000	01/3/14-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
134973	1/15	HAMILTON, WILLIE	110-02-52103-263-000	01/8/14-WINNEBAGO	12.00
			110-02-52103-263-000	01/3/14-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
134974	1/15	SERTICH, BRIAN	110-09-56405-166-000	12/29-1/29/14 PPD	1,351.99
134975	1/15	KUKOWSKI, ERIC	110-01-51303-144-000	WINTER 2013 TUITION	1,029.11
134976	1/15	ROWLEY, DONALD D.	110-02-52103-341-000	01/6/14-PR DU CHEIN	35.00
134977	1/15	KUFFEL, CHASE	631-09-50101-261-000	12/13 30 MILES	16.95
GRAND TOTAL FOR PERIOD *****					29,143,539.11



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

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

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

January 30, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

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

CC: Chris Schwartz
District 2

Subject: ***Change Order for Project 13-1025 56th Street Resurfacing (56th Street – Sheridan Road to 13th Avenue)***

BACKGROUND INFORMATION

Staff is requesting a Change Order for storm sewer work relating to Project #13-1025 56th Street Resurfacing. The conditions that resulted in our request for a change order are relating to the following:

- Conflicts with gas, water and ATT utilities resulted in the adjustment of some inverts and the change in pipe type to allow for smaller clearance zones.
- Conflict with the Kenosha Water Utility sanitary lines as it was discovered through televising that a sanitary sewer line was going through an old storm sewer and needed to be replaced.
- Upon removal of pavement there were old manholes that were buried that needed to be abandoned by backfilling.
- Two additional inlets were needed due to drainage issues arriving from the conflicts where pipe capacity was an issue with decreasing size.

RECOMMENDATION

Approve the Change Order for Project 13-1025 56th Street Resurfacing (56th Street – Sheridan Road to 13th Avenue) in the additional amount of \$32,000.

THE CITY OF KENOSHA
CHANGE ORDER

Project Name: 56th Street Resurfacing
Project Number: 13-1025
C.I.P. Line Item: SW-13-001
Purchase Order #: 131003
Contractor: Cicchini Asphalt, LLC
Public Works Committee Action: **2/3/14**
Finance Committee: **2/3/14**
Date of Common Council Action: **2/3/14**

City and contractor agree that the above contract is amended by increasing the amount of the contract by **\$32,000** from **\$562,000** to **\$594,000**. This amendment is needed due to unforeseen conditions during construction.

This change order is approved by:

CONTRACTOR

Michelle S. Sue

CITY OF KENOSHA, MAYOR

DATE

1/29/14

DATE



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR.
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

January 24, 2014

To: Eric J. Haugaard, Chairman, Public Works Committee
 Michael J. Orth, Chairman, Park Commission
 Patrick Juliana, Chairman, Stormwater Utility Committee

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

Subject: Project: 12-1421 Simmons Island Boardwalk Phase IA
 Location: 5001 4th Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$400,000. Budget amount is \$884,000 in Park funding for phase IA and IB; \$195,000 in Stormwater funding pending CIP amendment.

This project consists of earthwork, installation of boardwalk system, landscaping and minimal concrete.

Following is the list of bidders:

Contractor	Base Bid	Alternate A Plastic Lumber Decking	Bid Total
H & H Civil Construction, Collins, WI	\$402,192	\$79,968	\$482,160
Native Construction, Kansasville, WI	\$407,501	\$107,520	\$515,021
Rasch Construction, Kenosha, WI	\$408,250.78	\$261,981	\$670,231.78
BCF Construction, Waukesha, WI	\$436,179	\$110,880	\$547,059
Camosy Construction, Kenosha, WI	\$449,012	No Bid	\$449,012
Dakota Intertek, New Berlin, WI	\$498,439.07	\$191,909.76	\$690,348.83
Boller Construction, Waukegan, IL	\$499,532.38	\$96,096	\$595,628.38
Janke General Constructors, Athens, WI	\$503,174.50	\$77,548.80	\$580,723.30

It is recommended that this contract be awarded to H & H Civil Construction (Collins, Wisconsin) for the base bid amount of \$402,192 and Alternate A amount of \$79,968 plus \$55,340 in contingency for unforeseen conditions (if needed), for total award amount of \$537,500.

Funding is broken down as follows: PK-11-001 \$311,242 for base bid and \$31,258 for contingency for a total of \$342,500 and SW-14-002 \$170,918 for landscaping plus \$24,082 for contingency for a total of \$195,000.

SAB/kjb



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

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

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

January 8, 2014

To: Eric J. Haugaard, Chairman, Public Works Committee
Museum Board

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

Dan Joyce, Museum Director

Subject: Project: 13-2040 Kenosha Public Museum HVAC Improvements Phase I
Location: 5500 First Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$50,000. Budget amount is \$50,000.

This project consists of

Following is the list of bidders:

Contractor	Base Bid
Lee Plumbing Mechanical Contractors, Kenosha, WI	\$32,400.00
Martin Petersen Company, Kenosha, WI	\$41,425.00

It is recommended that this contract be awarded to Lee Plumbing Mechanical Contractors, Kenosha, Wisconsin, for the base bid amount of \$32,400.00 plus \$3,200.00 in contingency for unforeseen conditions (if needed), for total award amount of \$35,600. Funding is from CIP Line Item MU-13-001.

SAB/kjb

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 23, 2014	Item 1
Conditional Use Permit for a Recycling Collection Center to be located at 6000 49th Street. (Kenosha Recycling, Inc.) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6000 49th Street
 Zoned: M-2 Heavy Manufacturing / AIR-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- On August 19, 2013, the Common Council denied an application for a recycling collection center on the property at 6000 49th Street. The application was denied based on an incomplete application.
- The applicant had also begun to move equipment and materials onto the site prior to approval. When then Conditional Use Permit was denied, the applicant was ordered to remove all of the equipment and materials from the site. By mid-October, the site was cleared.
- A new application was submitted by the same applicant for a Conditional Use Permit to operate a recycling collection center on the same site. The outdoor storage area has been reduced from the original application. This application is complete and complies in many aspects with Staff's requests on the previous application.
- The proposal includes occupying roughly half of the existing building space as well as exterior storage of roll-off boxes. The applicant will be required to screen the site with a site-obscuring fence and a landscaped berm. Given the high visibility of the site, Staff feels that extensive screening is necessary along Green Bay Road and 49th Street.
- Based on direction from the City Plan Commission, which reviewed this plan on January 9, 2014 and deferred the item, the applicant submitted a revised Landscape Plan with a four (4') foot high berm along with intensive landscaping.
- The applicant also met with Alderperson Downing and he has now indicated his support for the project based on the revised plans.
- The plan also includes two (2) sections of six (6') foot high fencing of wood or vinyl to provide additional screening. Staff has included a recommended Condition of Approval that the fence sections shown on the attached plan actually be moved to the north lot line instead of being hidden behind the berm.
- All areas where vehicles are parked or travel will have to be paved with asphalt and concrete.
- If the Conditional Use Permit is approved, Staff will require all the site paving and landscaping/fencing to be installed prior to the business opening.

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 23, 2014	Item 1
Conditional Use Permit for a Recycling Collection Center to be located at 6000 49th Street. (Kenosha Recycling, Inc.) (District #16) PUBLIC HEARING			

- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.



 Brian R. Wilke, Development Coordinator



 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/ JAN23/fact-cup-kenorecycle.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Kenosha Recycling, Inc. 6000 49th Street	January 23, 2014 <i>REVISED</i>
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- i. Outdoor display or storage of products is prohibited, except within the storage bins or the paved area north of the building. No storage shall occur within the grass area west of the building or pavement.
 - j. All vehicles and dumpsters shall be parked/stored within the designated paved areas.
 - k. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - l. Compliance with the Operational Plan dated December 10, 2013.
 - m. Prior to commencing operations at the site, the applicant shall obtain a Recycling Center Activity License from the Common Council, subject to Chapter 13 of the Code of General Ordinances.
 - n. The material pile heights shall not exceed the height of the fence.
 - o. This plan submittal is for the recycling collection center use only. The small metal addition shown on the plan shall be submitted as a separate application.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated January 3, 2014.
 - b. The plan shall be revised to show that the berm will be between four (4) and five (5) feet tall with side slopes not to exceed a 4:1 slope.
 - c. The fence shall not be made of recycled materials. If the fence is to be painted, it shall only be painted in a single, uniform color. No signage or murals are to be painted on the fence. The existing chain-link fence shall be removed in its entirety. The new fence shall be six (6') feet high and shown along the north lot line, not behind the berm. The fence shall be constructed of decorative wood or vinyl fencing similar to the image shown on the last page of the applicant's presentation packet.
 - d. A Landscape Plan shall be resubmitted showing the following:
 - i. The planting sizes of the trees and shrubs.
 - ii. The unpaved balance of the site shall be seeded with grass.

/u2/acct/cp/ckays/1CPC/2014/JAN23/conditions-kenorecycle-revised.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Kenosha Recycling, Inc. 6000 49th Street	January 23, 2014 <i>REVISED</i>
--	---	--	------------------------------------

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Building and Occupancy permits.
 - b. The applicant shall obtain any applicable permits from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. Only one monument sign is permitted for the site.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed, the berm and fence shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.



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TO: Brian Wilke, Development Coordinator

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

Shelly Billingsley, P.E.
City Engineer

[Handwritten signatures: Michael M. Lemens and Shelly Billingsley]
1-3-14

DATE: ~~July 1, 2013~~ January 3, 2014 SAB 1-3-14
SUBJECT: PLAN REVIEW COMMENTS
Project Description: Kenosha Recycling Inc.
Location: 6000 49th Street

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved		X	
Standard Stall Width		X	
Parking Lot Layout		X	
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking		X	
Driveway Locations		X	
Driveway Width		X	
Passing Blister or Accel/Decel Lanes		X	
Sidewalks Adequate		X	
Drive Thru Lane Design		X	

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention		X	
Drainage Calculations		X	

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required			
Driveway Permits Required			
Sidewalk Permit Required			
Street Opening Permit Required			
Stormwater Permit Required			
Erosion Control Required	X		
State Permit Required			

Grading & Drainage Comments:

- Existing and proposed site plans are required to adequately review the site. Plans should show the existing and proposed pervious areas and the proposed area of disturbance so it can be determined if post-construction stormwater management facilities will be required.
- Further comments will be given when a full set of plans are reviewed.

Traffic Comments:

- Provide plans of the facility drawn to 1:20 scale.
- Plan shall show all property lines, existing and proposed structures

3. Provide parking stall layout and annotate direction of traffic.
4. Show sidewalk on the plan and indicate the dimensions of the driveways on the plan.
5. Provide a lighting plan.
6. Type of permit required will be determined when a complete set of plans is provided.

cc: Jeff Hansen
Clement Abongwa
Kile Kuhlmeier
Gerard Koehler

2nd Submittal Comments:
1/3/2014

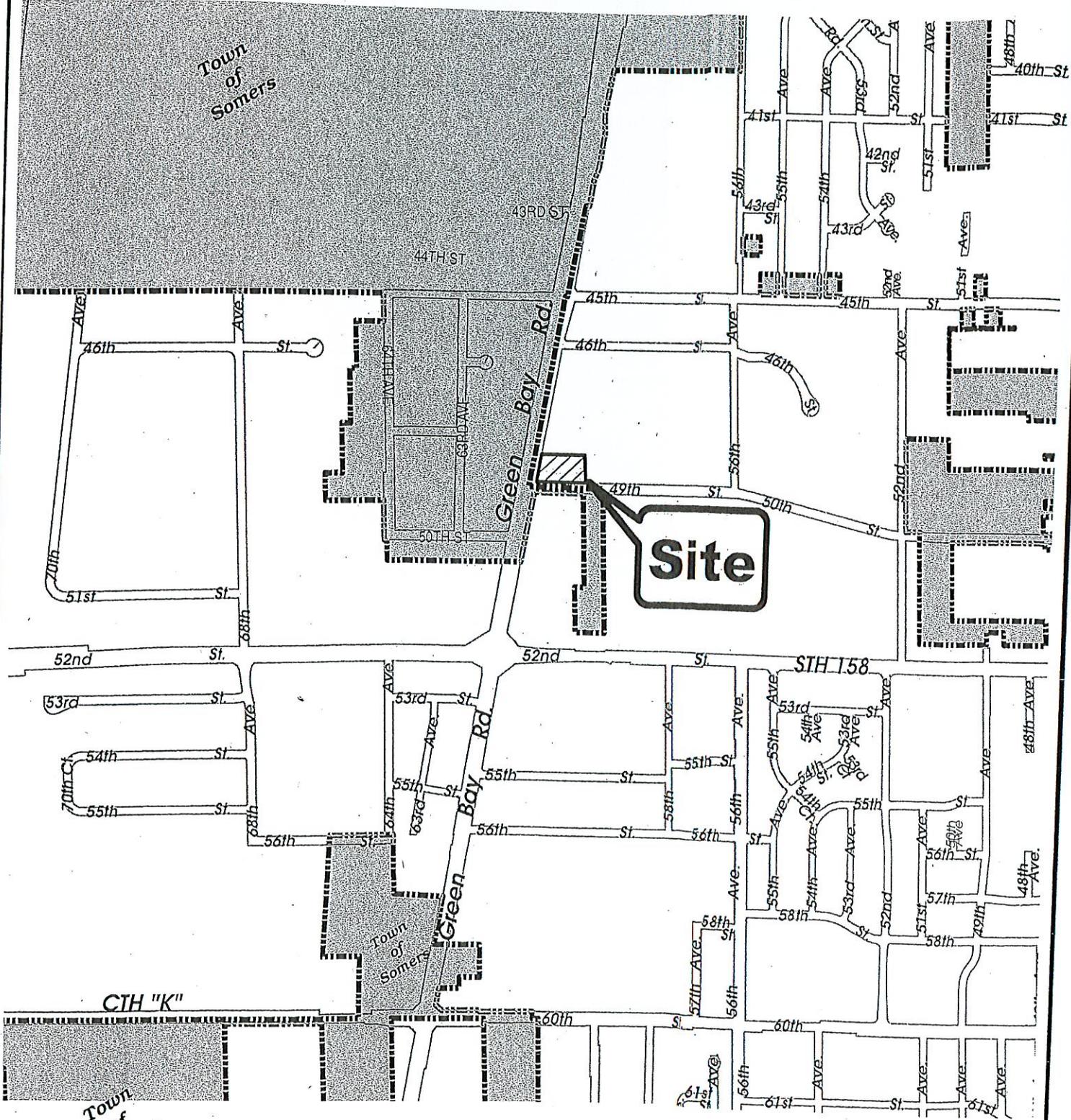
Grading & Drainage Comments:

1. Show the proposed limits of disturbed area on the site plan and provide a table that lists the total parcel area, the area to be disturbed, and the pre-construction and post-construction impervious areas. The area to be disturbed is necessary to determine if a stormwater permit will be required for the site.
2. Provide existing and proposed site contour and/or spot elevations. Elevations should include the first floor of any buildings, the back of sidewalk and several points around the property, at each side of any berms and walls, and at the edge of any pavements.

Traffic Comments

3. Label dimensions of driving aisle and parking stalls (both width and depth).
4. Show any proposed handicapped parking stalls, the aisle alongside the stalls and the accessible route to the building.
5. Provide a site lighting plan.

City of Kenosha
Vicinity Map
Kenosha Recycling Inc. CUP



----- Municipal Boundary

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Kenosha Recycling, Inc.

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="radio"/> Name and Address of Applicant [Please print]: <u>Mike Grossman</u> <u>4600 49th St</u> <u>Kenosha, WI 53144</u>	Phone: <u>847-878-8061</u> Fax: _____ E-Mail: <u>mike@mikegrossman.com</u>
<input type="radio"/> Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/> Name and Address of Property Owner (if other than applicant) [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 6000 49th Street, Kenosha
08-222-34-102-012

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/> Certified Survey Map	Section 1	Page 3
<input type="checkbox"/> Concept Review (Land Division)	Section 2	Page 4
<input type="checkbox"/> Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/> Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/> Developer's Agreement	Section 5	Page 8
<input type="checkbox"/> Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/> Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/> Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/> Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/> Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

Phone: 262.653.4030
 Fax: 262.653.4045

Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>Existing</u> Existing Building Size: <u>4000 sq ft</u> Site Size: <u>1.52 Acres</u> Current # of Employees <u>2</u> Anticipated # of New Employees <u>5+</u> Anticipated Value of Improvements _____																						
Submittal Requirements:	<ul style="list-style-type: none"> > Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale > Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 																						
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> > One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) > Sample Board containing colored samples of all exterior building materials 																						
Fees:	<table border="1"> <thead> <tr> <th></th> <th>Building or Addition Size</th> <th>Site size</th> <th>Review Fee</th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td><= 10,000 sq. ft.</td> <td><= 1 acre</td> <td>\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC</td> </tr> <tr> <td>Level 2</td> <td>10,001 - 50,000 sq. ft.</td> <td>1.01 - 10 acres</td> <td>\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC</td> </tr> <tr> <td>Level 3</td> <td>50,001 - 100,000 sq. ft.</td> <td>10.01 - 25 acres</td> <td>\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC</td> </tr> <tr> <td>Level 4</td> <td>> 100,001 sq. ft.</td> <td>> 25.01 acres</td> <td>\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC</td> </tr> </tbody> </table>		Building or Addition Size	Site size	Review Fee	Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC	<ul style="list-style-type: none"> > If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. > Application fee entitles applicant to an initial review and one re-submittal. > Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. > CUP Amendment = 50% of the applicable fee as determined above. 	
		Building or Addition Size	Site size	Review Fee																			
Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC																				
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Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC																				
Appendices to Review:	<ul style="list-style-type: none"> > All 																						
Approximate Review Time:	<ul style="list-style-type: none"> > 30 days for Staff Review > 45-60 days for City Plan Commission/Common Council Review 																						
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:																							
Building Plan:	<ul style="list-style-type: none"> > Layout of building(s) including size and layout of rooms > Design and architecture > Plans and details on fire suppression and/or standpipe > Plans and details on fire detection, fire alarm and other safety devices 																						
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> > Legal description of property > Location and footprint of building(s) and structure(s) > Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks > Outline of any development stages > Location and details on any required emergency access roads > A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space 																						
Drainage Plan	<ul style="list-style-type: none"> > Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations > Floodplain boundaries, if applicable > Soil characteristics, where applicable > Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas 																						

Kenosha Recycling, Inc.

6000 49th Street

Kenosha, WI 53144

To Whom it May Concern:

The plan of operations for Kenosha Recycling is as follows;

Hours of operation: 6am – 6pm Monday thru Saturday

Number of Employees is 2-5.

Basic operation is recycling center for all ferrous and non-ferrous metals.

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

center shall be prohibited from processing or flattening aluminum at the site. Automatic aluminum collection machines are exempt from this provision.

p. 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.

9. Recycling Collection Centers.

- a. **Building Plan** as required in §4.05 B. of the Zoning Ordinance.
- b. **Site Plan** as required in §4.05 C. of the Zoning Ordinance.
- c. **Drainage Plan** as required in §4.05 D. of the Zoning Ordinance.
- d. **Landscape Plan** as required by §4.05 E. of the Zoning Ordinance.
- e. **Utility Plan** as required by §4.05 F. of the Zoning Ordinance.
- f. Shall be limited to the collection and processing of Recycling-Center Material, as that term is defined in Chapter 13 of the Code of General Ordinances for the City of Kenosha.
- g. Recycling-Center Material processing shall be limited to those means allowed to a Recycling Center licensee.
 - h. Collection center may be used as an accessory use to an established business.
 - i. A minimum of five (5) parking spaces shall be available for the recycling collection center.
 - j. Recyclable material shall be removed from the recycling collection center at least once a week.
 - k. Owner and/or operator of the recycling collection center shall keep the site clean and in a neat appearance and shall dispose of recyclable material and other litter from the site.
 - l. Sites adjacent to residential zones shall be screened in a manner acceptable to the Administrator.
 - m. 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.

10. Automobile Body Shop in the B-2 and B-3 Districts.

- a. **Building Plan** as required in §4.05 B. of the Zoning Ordinance.
- b. **Site Plan** as required in §4.05 C. of the Zoning Ordinance.
 - (1) Existing buildings and proposed additions or new structures.
 - (2) Customer and employee parking areas.
 - (3) Storage areas for autos and other motor vehicles, parts and trash.
 - (4) Existing and proposed screening and landscaping.
 - (5) Exterior lighting on buildings and poles.
 - (6) Outdoor signs.
- c. **Drainage Plan** as required in §4.05 D. of the Zoning Ordinance.
- d. **Landscape Plan** as required in §4.05 E. of the Zoning Ordinance.
- e. **Utility Plan** as required in §4.05 F. of the Zoning Ordinance.
- f. **Operational Plan** which describes:
 - (1) Hours and days of the proposed operation.
 - (2) Type and extent of work to be done on motor vehicles.
 - (3) How site will be used, especially vehicle storage.
 - (4) How often scrap parts will be picked up.
 - (5) Methods to be used to control noise, paint fumes, and dust.
 - (6) Name and address of body shop operator.
 - (7) Anticipated number of employees.
- g. All repair and painting work shall be conducted wholly within a completely enclosed building.
- h. All storage of vehicles, parts or equipment which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district, as required in §4.05 E.(2) of the Zoning Ordinance. The Commission may require additional screening or landscaping on any portion of the lot, regardless of the adjacent district, if special characteristics of the body shop warrant such additional screening or landscaping.
 - i. No activity shall produce a sound level outside its premises that exceeds the standards set forth in Chapter 23 "Noise Control" of the City Code of General Ordinances.
 - j. No activity shall emit any odorous matter of such nature or quantity as to be offensive, obnoxious

CODE OF GENERAL ORDINANCES, 2013 - KENOSHA, WISCONSIN

conviction thereof, forfeit not more than Five Hundred (\$500) Dollars, plus the costs of prosecution, and in default of the timely payment thereof be confined in the County Jail for a period not to exceed (30) days.

S. Violations. Each day of a violation of this Ordinance shall be considered a separate offense.

13.011 RECYCLING CENTER ACTIVITY LICENSE

A. Definitions

1. Hazardous Waste: has the meaning of the term used in 40 CFR §261.3 unless excluded in §261.4.
2. Person: person, firm, partnership, association, corporation, company, or organization of any kind.
3. Recycling Center: Place upon which Recycling Center Activity conducted by a Licensee under this section takes place.
4. Recycling Center Activity: The commercial collecting of Recycling-Center Material, storing of Recycling-Center-Material, or engaging in Recycling-Center-Material Processing.
5. Recycling-Center Material: Recycling-Center Metals, batteries, catalytic converters, electronic scrap or stainless steel.
6. Recycling-Center-Material Processing: The crushing of metal items or the reduction of the volume of metal items by shredding, chipping, melting, or any other means.
7. Recycling-Center Metal: Aluminum, copper, tin, and all alloys of aluminum, copper, or tin provided that said alloys do not include gold, silver, platinum, palladium, iridium, rhodium, ruthenium, iron, arsenic, mercury, lead, cadmium, antimony, barium, beryllium, osmium, thallium, vanadium, chromium (IV), or radioactive metals.
8. Recycling-Center Yard: The exterior portions of any building associated with a Recycling Center Activity where Recycling-Center Materials are stored.

B. License Required.

1. Licenses. It shall be unlawful for any person to conduct Recycling Center Activity within the City, whether personally, by agents or employees, singly, or along with some other business or enterprises without first having obtained a license therefor from the Common Council in accordance with the provisions of this ordinance.
2. Other Licenses and Permits. A license issued hereunder shall not exempt the holder thereof from obtaining such other licenses and permits as may otherwise be required by the City or by any other governmental agency.

C. Application. An applicant for a license under this Ordinance shall file with the City Clerk a written application, which is true, correct and complete, signed by himself, if an individual, by all partners if a partnership, and by the president or chief officer of a corporation or other organization, upon forms provided by the City Clerk, together with a fee as hereinafter prescribed. The application shall be sworn to by each of its signers before a notary public or other officer authorized by law to administer oaths and shall include the following information or material:

- a. Exact address or location of the place where the business is or is proposed to be carried on, plus a sketch of the actual premises to be used in connection with the business, giving distances in feet and showing fire lanes, property lines, buildings, and abutting roads, particularly identifying the Recycling-Center Yard.
- b. A description of the type of construction of any building and structure to be used in connection with the licensed business; a sketch showing the location of such buildings or structures on the business premises, with respect to their distance from roads and fire lanes and a diagram or plan giving distances and heights, showing floors, exits, entrances, windows, ventilators, and walls.
- c. A description of any equipment or machinery which will be utilized to process Recycling Center Material and a description of motor vehicles which will be used to collect or haul Recycling Center Material in the operation of the licensed business, including their Vehicle Identification Number, and any D.M.V. or L.C. numbers, where applicable.
- d. Such other information as is reasonably necessary to effectuate the purposes of this Ordinance and to arrive at a fair determination of whether the terms of this Ordinance have been complied with.
- e. Proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the

CODE OF GENERAL ORDINANCES, 2013 - KENOSHA, WISCONSIN

licensed business, in accordance with the requirements of State law.

f. Proof of current registration of all motor vehicles to be used in the course of performing licensed activities.

g. A list of all persons who will operate motor vehicles in the course of performing licensed activities and proof of their possessing a valid and appropriate Wisconsin Driver's License.

D. Application Review. Upon receipt of any application, the City Clerk shall send copies thereof to the Department of Community Development and Inspections, Fire Department, Health Department and Police Department. The Department of Community Development and Inspections, Fire Department and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, as to whether the premises meet the requirements hereof, along with any other pertinent information. The Police Department shall report in writing, to the City Attorney, as to any police record of applicant which may reflect upon their good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation based thereon as to whether or not the license should be granted. Such reports shall be delivered to the City Clerk or clerk for the Committee on Licensing who, in turn, shall deliver them with the application, to the Committee on Licensing. Such Committee shall recommend to the Common Council either the granting or denial of the application or such other action as may be appropriate.

E. Fee. The annual fee for a Recycling Center Activity license is \$350, which shall not be pro-rated.

F. License Form. The Recycling Center Activity license shall bear the following language on its face: "IMPORTANT - This license applies only to the described premises approved by the Common Council and authorizes the Licensee to operate a Recycling Center Activity in a lawful place and manner only; it is not a substitute for any Certificate of Occupancy, Building Permit, Conditional Use Permit, or other licenses, certificates, or permits that might be required by law of the Licensee, and it does not relieve the Licensee of the responsibility of having all such required licenses, permits, or certificates at all times and of complying with all other laws, rules and regulations affecting the business premises."

G. Term/Renewal

1. The term for a Recycling Center Activity licensee is one year, from May 1 or the date of first issue through the ensuing April 30.

2. License renewal applications shall be the same as new license applications, except that Licensee's report of police record need only be updated.

3. Renewal applications must be filed with the City Clerk by March 15th in order to provide for continuous licensing.

H. Non-Transferability. Licenses are not transferable or assignable.

I. Corrections. Applicants and Licensees shall have the duty to amend and correct their application within ten (10) days of such time as any information stated therein is known by Applicant/Licensee to be untrue, incorrect or incomplete. No material change in personnel, scope of operation, or site of operation shall be effective without the advance approval thereof by the Common Council based upon a specific request for such approval.

J. Exemption. The following are exempted from the provisions of this section:

1. Fund raising efforts by not-for-profit organizations;
2. Community clean up efforts by not-for-profit organizations;
3. Community clean up efforts conducted under the auspices of state Adopt-a-Highway program;
4. Licensed scrap salvage dealers or licensed scrap salvage collectors when operating within the operational limitations of the respective licenses; and
5. The City.

K. General Operating Requirements.

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1. Recycling Center Activity licensees. The following general operating requirements shall apply to all Recycling Center Activity licensees licensed in accordance with the provisions of this Section:
 - a. The license issued pursuant to this Section shall be plainly displayed on the business premises.
 - b. The Recycling-Center Yard shall, at all times be maintained in as clean, sanitary and neat of a condition as such premises will reasonably permit.
 - c. An area which is not described in the approved license application shall not be used in the conduct of licensed business.
 - d. No water shall be allowed to stand on the premises in such manner as to, in the opinion of the Health Administrator, constitutes a breeding place for insects or disease that may endanger health.
 - e. Grass and other ground cover on the premises shall be kept at a height of not more than eight (8) inches. The premises shall be substantially free of noxious weeds.
 - f. 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 Health Administrator, rodentproof, and removed from the premises as often as is necessary to provide a sanitary environment, but at no less an interval than on a weekly basis.
 - g. No Recycling Center Material which is stored on the premises shall be allowed to rest upon or protrude over any public street, walkway, or curb or become scattered about or blown off the premises.
 - h. Recycling Center Material on the premises, which is not stored in racks or containers, shall be stored in piles not exceeding ten feet (10') in height, at an angle of forty degrees (40°) or less from the ground, and shall be arranged so as to permit access to all such Recycling Center Material for firefighting purposes. Recycling Center Material which is stored in racks or containers shall not be stored at a height in excess of ten feet (10').
 - i. No combustible material of any kind not necessary for the operation of the licensed business, whether within or without a building or structure, shall be kept on the premises, except with the written permission of the Fire Department. The premises shall not be allowed to become a fire hazard.
 - j. Recycling Center Material may not be reduced in volume on the premises through the use of a any apparatus, without Licensee first obtaining a permission therefor from the Common Council which may be granted and issued only upon a showing by Licensee that such activity will be conducted in a manner which is safe and lawful and which will not injure the public health, safety or welfare. Licensee may be requested, as part of the application process, to conduct or arrange for a demonstration, on site if possible, of the acts which are subject to this permit requirement before the Building Inspector or other designee of the Common Council who may make appropriate observations and cause noise, vibration and other tests to be conducted. The Common Council may place reasonable restrictions on the permitted volume-reducing activity, regulating the time, place and manner of operation.
 - k. Licensee may not store or process any elemental metal or alloy of metal on a Recycling Center, unless it is a Recycling-center material.
 - l. Even if volume-reducing apparatus has been otherwise permitted by the Common Council, no process shall be utilized to reduce the volume of Recycling Center Material in a manner that causes vibrations which may damage the property of another or which may be injurious to the public health, safety and welfare. Complaints in this regard shall be processed by the Health Department, which may issue abatement orders, following notice and an opportunity to be heard.
 - m. Licensee shall not directly or indirectly purchase Recycling Center Material from any person that they know, or should know, cannot rightfully or lawfully sell it or deliver clear title thereto.
 - n. Chapter XXIII of the Code of General Ordinances, "Noise Control", shall be strictly complied with.
 - o. The open area of the premises whereupon Recycling Center Material is stored shall be enclosed with a solid, vertical wall or fence of a minimum height of six feet (6') measured from ground level, except where Recycling Center Material is shielded from view by an earthen berm of a minimum height of six feet (6') in which event the required fence need not shield Recycling Center Material from view. Entrances and exits shall not be wider or more numerous than reasonably necessary for the conduct of the licensed business. Fences must be sturdily constructed, safe vertical straight, well maintained and must shield Recycling Center Material from view. Fences must be protected with paint or other preservatives. Fences must not create an appearance of patchwork which is indicative of a state of disrepair. Fences shall be of uniform color which will not detract from the value of abutting and neighboring real estate. No signs may be painted on or attached to any fence, except for a sign of not more than eight square feet (8 ft²), located at an entranceway thereto which provides the name of the business. Fences must

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be constructed in such a fashion and of such materials and color as are approved by the Building Inspector prior to fence construction, repair or replacement. Chain link fencing shall be appropriate where opaque strips are inserted in the fence. No fence may be constructed or replaced without the approval of the Building Inspector, or designee thereof, which approval may be denied if the above standards have not been complied with or if the construction of a proposed new fence or replacement fence would violate any other provision of law. No Recycling Center Material may be stored outside of said fence or may be stored so as to rest against said fence, protrude through it, or hang over it. Fence gates shall be kept closed when not required to be open for ingress or egress, except where a buffer fence is constructed in the vicinity of fence gates within the Recycling-Center Yard which shields Recycling Center Material from view when the gates are open. In all other respects, fences shall be installed and constructed in accordance with City Ordinances.

p. No Recycling Center Activity licensee or his or her agent or employee shall, except for aluminum cans, purchase or receive any Recycling Center Material for use in the licensed business from any person under the age of eighteen (18) years without the written consent of a parent or guardian of such person. Such writing shall be held available for inspection by any member, or representative, of the Police Department for one (1) year.

q. Each acquisition of such Recycling Center Material as is capable of being used for its original and intended purpose without repair or alteration, including all motor vehicle parts, except for bulk purchases from industrial and commercial concerns, shall be recorded in English in a permanent type register kept on the business premises, giving the name and residence address of the person from whom the acquisition was made, a description of the Recycling Center Material acquired, any identification or serial number, and the date of the transaction. Such data shall be held available for inspection by any member, or representative, of the Police Department for one (1) year. The identification of each seller of a motor vehicle or motor vehicle part shall be checked and the type of identification checked noted, except where the purchase is from a licensed motor vehicle dealer, an insurance company, a City licensed tower or an auction.

r. No Recycling-Center Yard shall be allowed to become a public or attractive nuisance; nor shall any Recycling-Center Yard be operated in such manner as to adversely affect the public health, safety, or welfare.

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

t. The Fire Department may order Licensees to install fire lanes, following notice and opportunity to be heard, and upon providing a reasonable time for compliance.

u. The terms of a Conditional Use Permit which are not inconsistent with this Ordinance, shall be complied with at all times as a condition of license maintenance.

v. No Recycling Center Material shall be collected which is placed on a City right-of-way for City collection and no Recycling Center Material shall be deposited or sorted on a City right-of-way or removed from the property of any nonconsenting person or party.

w. The licensed premises must possess appropriate zoning for the licensed business or constitute a lawful nonconforming use.

x. Motor vehicles which are used in the licensed business shall hold and display an L.C. and M.V.D. number where such number is required by State law, rule or regulation, shall be insured or financially responsible in accordance with State law, shall be properly and currently registered with the State Motor Vehicle Department, and shall have the licensee's name conspicuously and legibly printed thereon.

y. Hazardous Waste may not be collected, stored, or processed on the business premises.

L. Licensees/Responsibility. Recycling Center Activity licensees shall, with respect to the conduct of their business, have a duty to supervise their agents and employees and shall be responsible for the acts thereof.

M. Suspected Stolen and Evidentiary Recycling Center Material. The Police Department may order any licensee hereunder to retain any Recycling Center Material upon the premises which is suspected to be stolen for a period not to exceed thirty (30) days pending an investigation. The Police Department, at any time, may seize from the premises, as evidence, any Recycling Center Material which they have probable cause to believe is stolen, and may hold said Recycling Center Material for so long as it shall have evidentiary value. Any seized item shall be released within a reasonable time upon prosecution being denied by any prosecuting attorney. Any enforcing department may order a Licensee to retain Recycling Center Material upon the premises which is suspected of being held in violation of this Ordinance for a period not to exceed thirty (30) days during which an investigation can be conducted. Any enforcing department may take samples of Recycling Center Material for

CODE OF GENERAL ORDINANCES, 2013 - KENOSHA, WISCONSIN

purposes of testing or arrange for any other governmental agency to do so.

N. Conditional Use Permits. Conditional Use Permits, as required by the Zoning Ordinance, shall be required prior to any unlicensed premises being licensed and prior to the expansion of any existing licensed premises, and each license shall be conditioned upon obtaining and complying with the provisions of a Conditional Use Permit, where required. A Conditional Use Permit may contain requirements over and above the requirements of this Ordinance, but may not negate any of the requirements of this Ordinance, and if it would do so, any conflicting provisions thereof shall be null and void.

O. Appeals From Orders. A Licensee, where the public health, safety and welfare is not in immediate jeopardy, may appeal to the Common Council any order issued by any enforcing Department under authority of this Ordinance by filing a written Notice of Appeal with said Department within ten (10) days of receipt of said order, or within the compliance period, whichever is shorter. The Common Council may direct that the appeal be heard by a Committee thereof.

P. Revocation and Suspension Of Licenses. The Common Council may, for just cause, suspend, revoke or not renew any license herein provided, upon serving such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Just cause shall include, but not be limited to:

1. Failing to maintain a status of good moral character and business responsibility.
2. Obtaining the license through fraud or misrepresentation.
3. Operating contrary to the terms of this Ordinance.
4. Failing to commence doing business within ninety (90) days of being granted a license or within ninety (90) days of the first day of the license term, whichever is longer, unless an extension of time is applied for and granted by the Committee on Licenses and Permits.
5. Suspending doing business for a period of ninety (90) consecutive days, unless permission is applied for and granted by the Committee on Licenses and Permits.

Q. Disciplinary Hearings. Disciplinary hearings, including nonrenewal, suspension and revocation hearings, may be held before the Common Council or before the Committee charged with license review responsibilities.

The Committee on Licenses and Permits, when it conducts a hearing, shall submit a report to the City Common Council, including findings of fact, conclusions of law and a recommendation as to what action, if any, the City Common Council should take with respect to the license. Said Committee shall provide the complainant and the licensee with a copy of the report. Either the complainant or Licensee may file an objection to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The City Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the City Common Council, after considering the Committee's report and any arguments presented by complainant or Licensee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal of the license, it shall be suspended, revoked or not renewed as provided by law. If the City 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 license is affected. The Common Council may also order corrective action to be taken within a specified time as a condition of license maintenance, at any time, following notice and an opportunity to be heard.

R. Penalty. Any person who shall violate any of the terms and conditions of this Ordinance shall, upon conviction thereof, forfeit not more than Five Hundred (\$500) Dollars, plus the costs of prosecution, and in default of the timely payment thereof be confined in the County Jail for a period not to exceed (30) days.

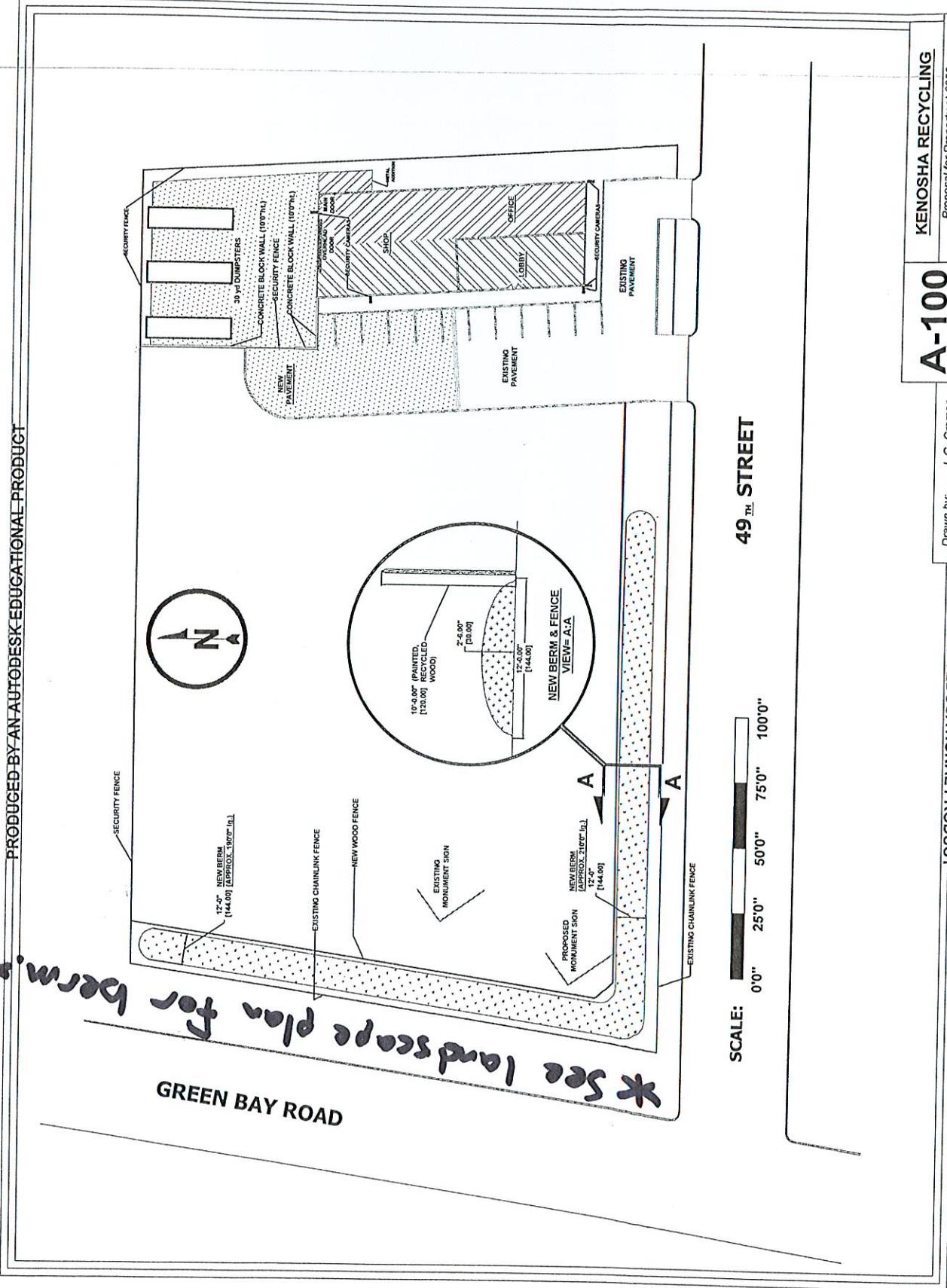
S. Violations. Each day of a violation of this Ordinance shall be considered a separate offense.

13.0112 NON-STRUCTURAL DEMOLITION

KENOSHA RECYCLING
Proposal for Property at 6000
49th Street

A-100

Produced by Cramer
Drawing by AN AUTODESK EDUCATIONAL PRODUCT



* See landscape plan for berm. #

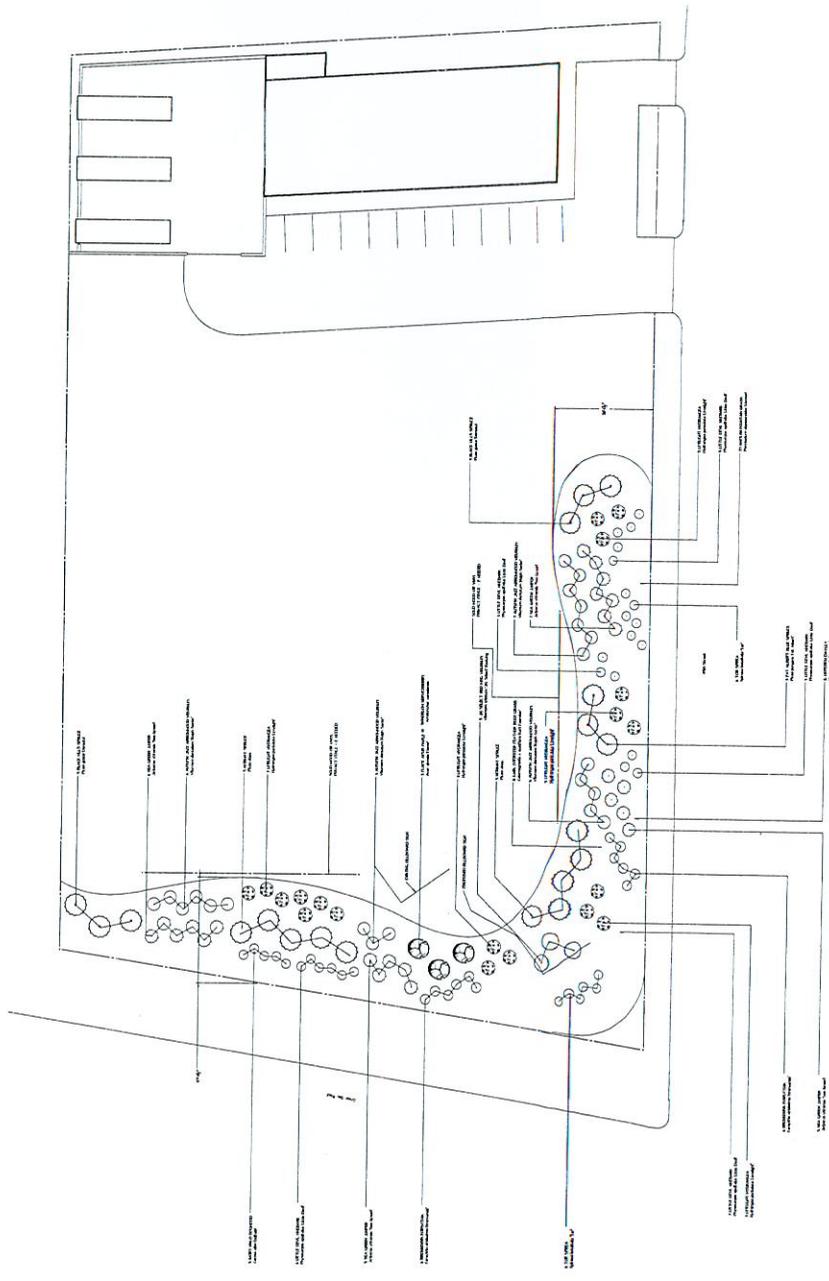
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PROPOSED LANDSCAPE PLAN
FOR RECYCLEMAN, INC.
BENTLEY, ANTI, KY.



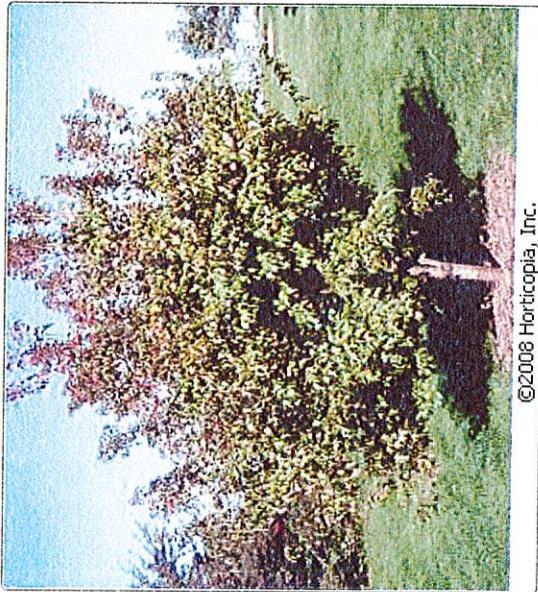
RECYCLEMAN, INC.	
6048 4TH STREET	
KENTON, KY	
DATE	JAN 2014
SCALE	AS SHOWN
S. GARDNER	

This plan was prepared by the undersigned on the basis of information furnished by the client. The undersigned assumes no responsibility for the accuracy or completeness of the information furnished. The undersigned is not a licensed professional engineer or architect and does not intend to represent itself as such. The undersigned is not responsible for the design or construction of any structure or other work shown on this plan. The undersigned is not responsible for the design or construction of any structure or other work shown on this plan.



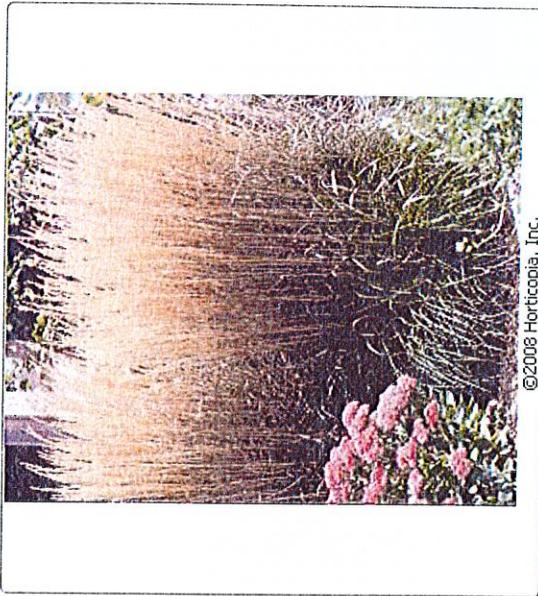
LURVEY
Landscape Supply - Garden Center
7500 E. Dunlap Street
The Plains, IL 60616
630-232-1313
www.lurvey.com

Recycleclean Inc



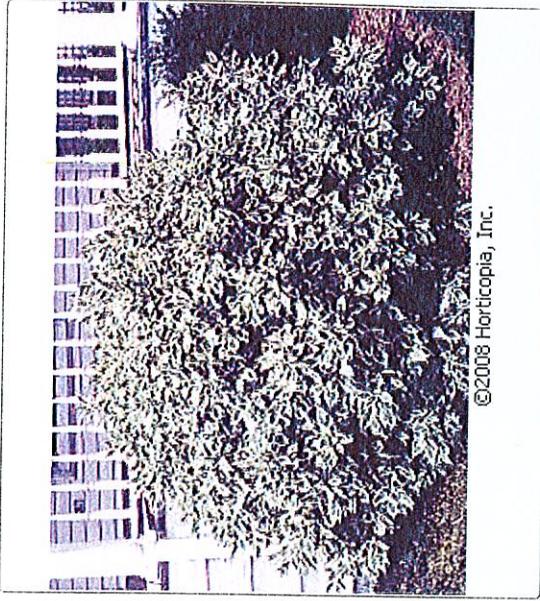
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FLAME AMUR MAPLE
Acer ginnala 'Flame'



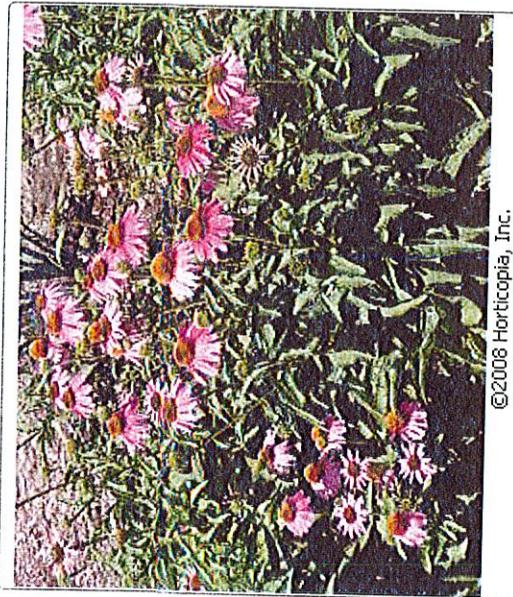
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KARL FOERSTER FEATHER REED GRASS
Calamagrostis x acutiflora 'Karl Foerster'



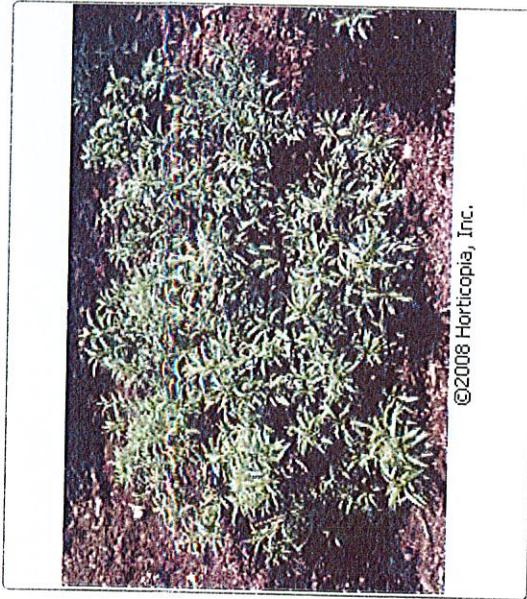
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IVORY HALO DOGWOOD
Cornus alba 'Bailhalo'



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'Kim's Knee High' Purple Conef
Echinaceapurpurea 'Kim's Knee High'



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BRONXENSIS FORSYTHIA
Forsythia viridissima 'Bronxensis'



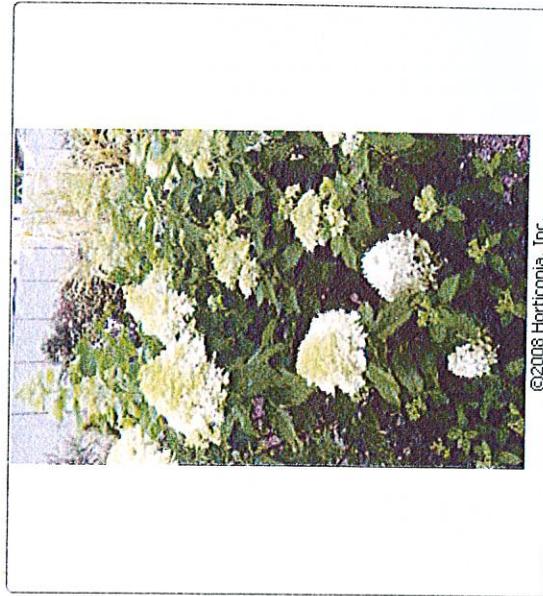
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HYPERION DAYLILY
Hemerocallis 'Hyperion'



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HYPERION DAYLILY
Hemerocallis 'Hyperion'



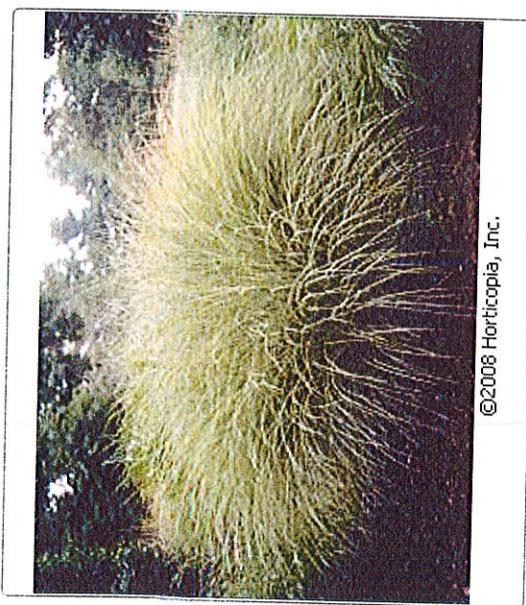
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LIMELIGHT HYDRANGEA
Hydrangea paniculata 'Limelight'



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SEA GREEN JUNIPER
Juniperus chinensis 'Sea Green'



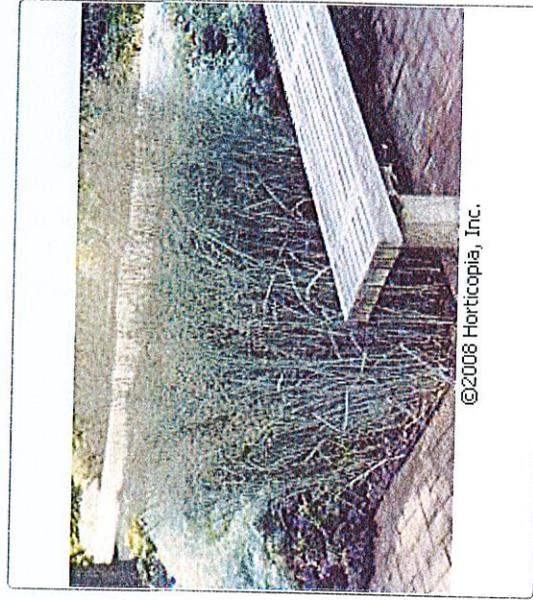
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MORNING LIGHT MAIDEN GRASS
Miscanthus sinensis 'Morning Light'



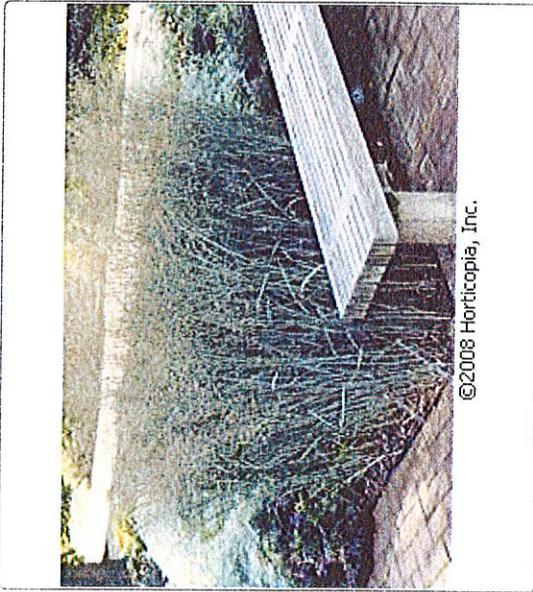
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WALKERS LOW CATMINT
Nepeta x faassenii 'Walkers Low'



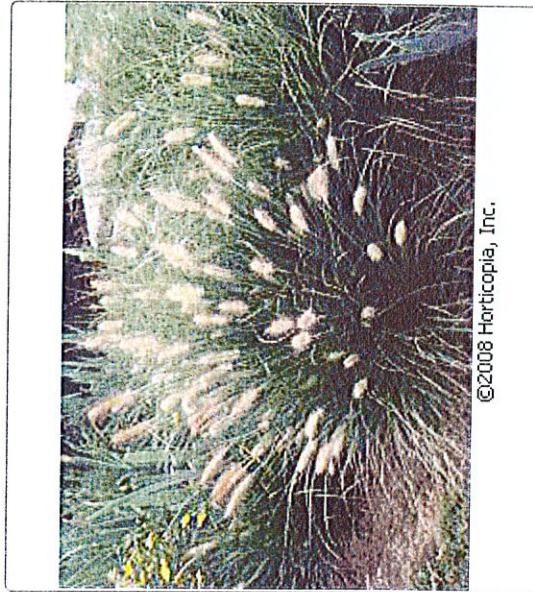
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HEAVY METAL RED SWITCH GRASS
Panicum virgatum 'Heavy Metal'



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HEAVY METAL RED SWITCH GRASS
Panicum virgatum 'Heavy Metal'



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HAMLEN FOUNTAIN GRASS
Pennisetum alopecuroides 'Hamlen'



LITTLE DEVIL NINEBARK
Physocarpus opulifolius 'Little Devil'

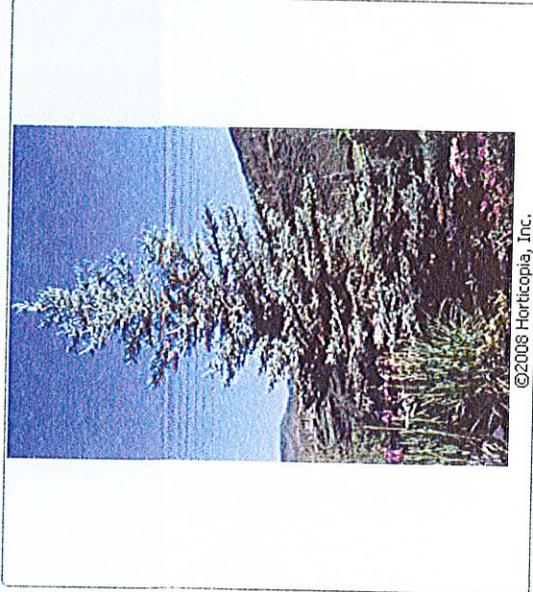


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NORWAY SPRUCE
Picea abies

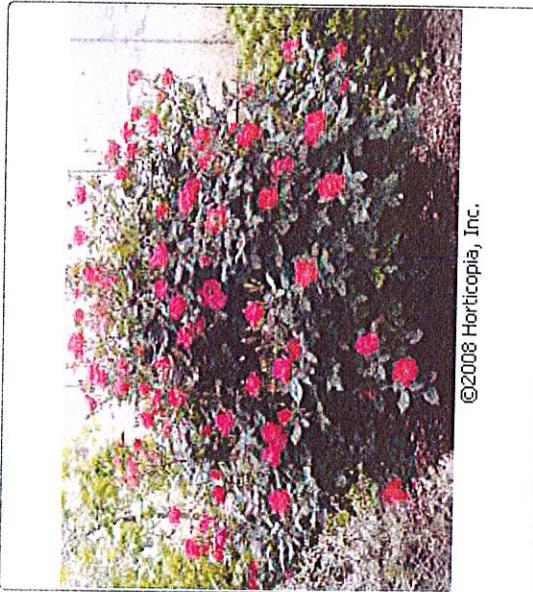


BLACK HILLS SPRUCE
Picea glauca 'Densata'



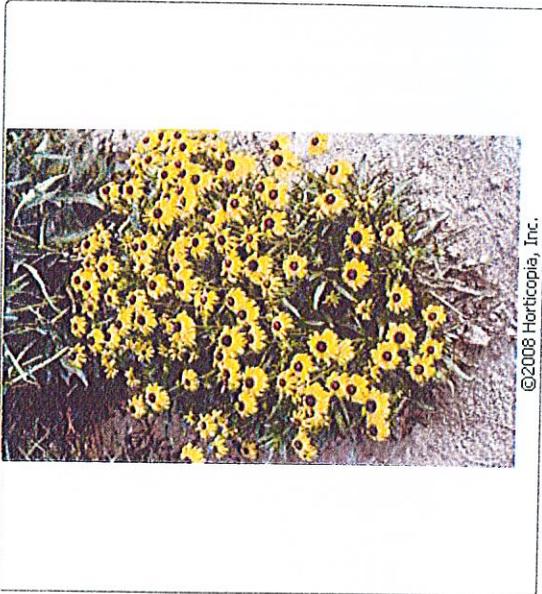
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FAT ALBERT BLUE SPRUCE
Picea pungens 'Fat Albert'



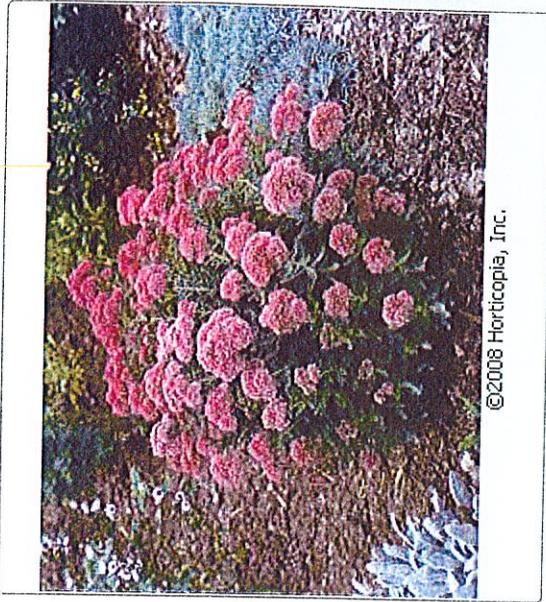
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KNOCK OUT ROSE
Rosa 'Radrazz'



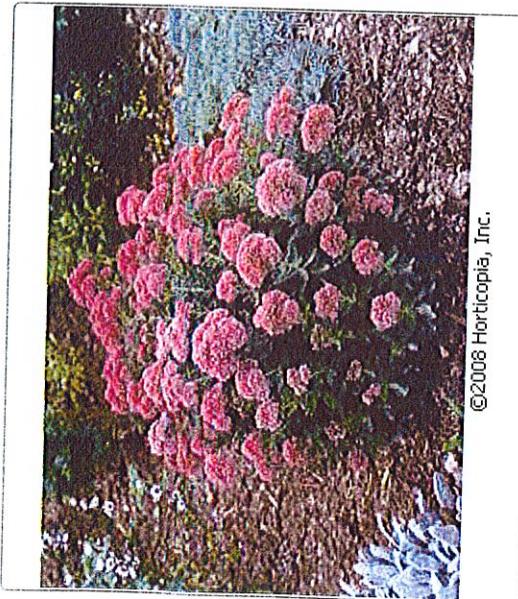
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VIETTES LITTLE SUZY SMALL BLACK EYED SUSAN
Rudbeckia fulgida 'Viettes Little Suzy'



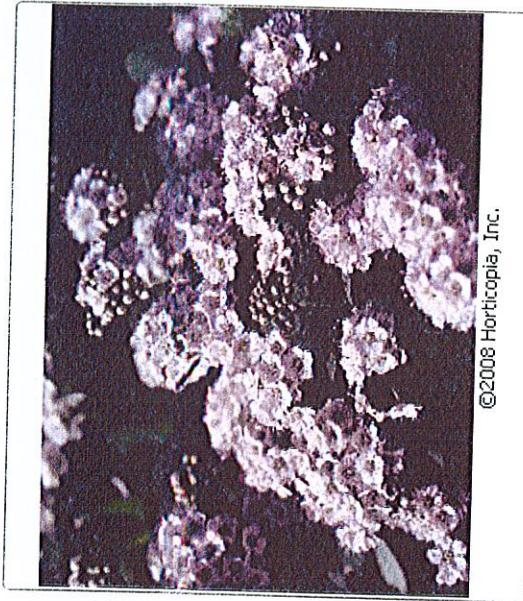
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AUTUMN JOY SEDUM
Sedum 'Autumn Joy'



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AUTUMN JOY SEDUM
Sedum 'Autumn Joy'



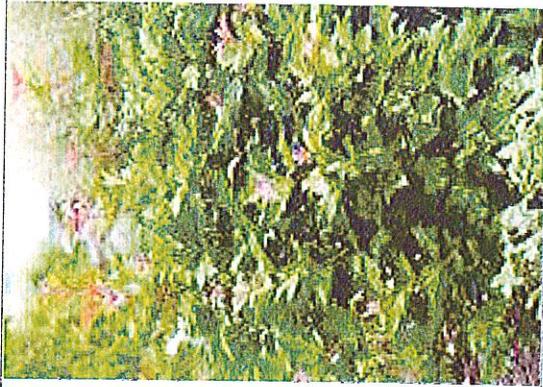
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TOR SPIREA
Spiraea betulifolia 'Tor'

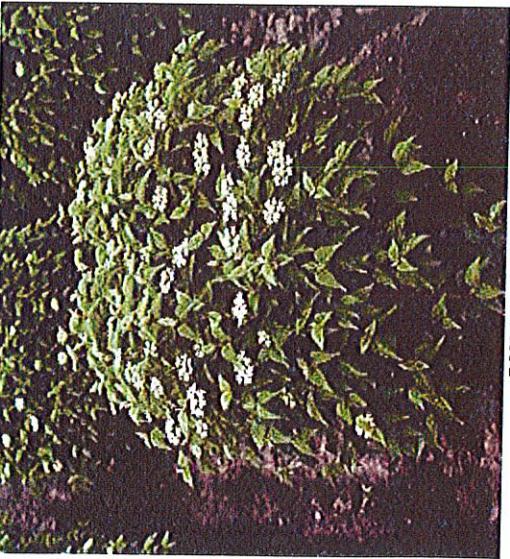


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PRAIRIE DROPS EED GRASS
Sporobolus heterolepis



J.N. SELECT RED WING VIBURNUM
Viburnum trilobum 'J.N. Select' Redwing



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AUTUMN JAZZ ARROWWOOD VIBURNUM
Viburnum dentatum 'Ralph Senior'

