

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, February 6, 2012
5:00 PM

Chairman: David F. Bogdala
Aldersperson: Katherine Marks
Aldersperson: Tod Ohnstad

Vice Chair: Daniel L. Prozanski, Jr.
Aldersperson: Eric J. Haugaard
Aldersperson: Theodore Ruffalo

Call to Order
Roll Call

Approval of the minutes of the meeting held January 4, 2012.

1. Proposed Resolution - To Rescind a Special Assessment in the Amount of \$262.00 for Reinspection Fees Against the Property at 6812 Pershing Blvd. per Request from Mihailo & Zlatana Bojovic (Parcel #02-122-02-433-014) (Amends Resolution #124-11) (District #15 – formerly District #15) (Council #H1) **PAGES 97-106**
2. Proposed Resolution - To Levy Five (5) Special Assessment Resolutions Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a) Grass and Weed Cutting in the Total Amount of \$7,663.76
 - b) Property Maintenance Reinspection Fees in the Total Amount of \$18,176.00
 - c) Boarding and Securing in the Total Amount of \$5,067.96
 - d) Trash & Debris Removal in the Total Amount of \$310.00
 - e) Graffiti Removal (Miscellaneous Assessment) in the Total Amount of \$820.00 (Council #H2) **PAGES 107-134**
3. Proposed Resolution - To Levy a Special Assessment under Authority of Charter Ordinance No. 26,(As Amended). (Council #H3) **PAGES 135-139**
4. Proposed Resolution - To Levy Special Assessments for Hazardous Walk and Driveway Approach Repair Only (for Project 10-1208 Sidewalk & Curb/Gutter Program 3814 18th Avenue to be levied against the respective parcel of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha) in the Total Amount of \$55.88. (District #6 – formerly District # 6) (PW – Ayes 4, Nays 0) (Council #H4) **PAGES 140-141**
5. Proposed Resolution – To Levy Special Tax Upon Certain Parcels of Land Within the City of Kenosha Pursuant to §5.11F of the Code of General Ordinances, Entitled “Sidewalks and Alleys to be Kept Clean by Responsible Party – Emergency Enforcement (Snow Removal from Sidewalk). (District #5 – formerly District #5) (PW – Ayes 4, Nays 0) (Council #H5) **PAGES 142-143**
6. Proposed Resolution – To Levy Special Assessments for paving, grading and graveling, sidewalk and/or driveway approach (for Project #09-1011 Paving 56th Street - 64th Avenue to 68th Avenue to be levied against the respective parcels of property as shown by a report of the City Engineer and filed in the office of the City Clerk of the City of Kenosha) in the total amount of \$43,590.67. (District #16 – formerly District #16) (PW – Ayes 4, Nays 0) (Council #H6) **PAGES 144-145**
7. Proposed Resolution - To Correct Resolution #057-11 for Hazardous Sidewalk and/or Driveway Approach Repair Only (Project 10-1015 Resurfacing Phase II). (PW - Ayes 4, Nays 0) (Council #H7) **PAGE 146**

8. Proposed Resolution - To Correct Resolution #058-11 for Hazardous Sidewalk and/or Driveway Approach Repair Only (Project 10-1016 Resurfacing Phase II). (PW - Ayes 4, Nays 0) (Council #H8) **PAGE 147**
9. Proposed Resolution – To Correct Resolution #062-11 for Snow Removal from Sidewalks (Project 10-001 Snow Removal from Sidewalks). (PW - Ayes 4, Nays 0) (Council #H9) **PAGE 148**
10. Proposed Resolution – To Correct Resolution #100-11 for Hazardous Sidewalk and/or Driveway Approach Repair Only (Project 10-1208 Sidewalk & Curb/Gutter Program. (PW - Ayes 4, Nays 0) (Council #H10) **PAGE 149**
11. Proposed Resolution – To Correct Resolution #127-11 for Hazardous Sidewalk and/or Driveway Approach Repair Only (Project 11-1012 Resurfacing Phase I). (PW - Ayes 4, Nays 0) (Council #H11) **PAGE 150**
12. Proposed Resolution - To Register the Opposition of the City of Kenosha, Wisconsin Common Council of the Proposed Change to the HOME Investment Partnerships Program Rule Concerning Conversion of Homeownership Units to Rental Units. (Council #H14) **PAGES 157-158**
13. Proposed Resolution – 2012 Transfer of Funds Needed to Fund City Clerk/Treasurer position. (Council #H15) **PAGE 159**
14. Approve the Real Estate Appraisal Services Agreement by and between the City of Kenosha, WI and G.A. Bock & Associates d/b/a Southern Wisconsin Appraisal (Council #K1) **PAGES 163-180**
15. Approve the Addendum to Professional Services Agreement with Mandlik & Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupon. (SWU – Ayes 4, Nays 0) (Council #K2) **PAGES 181-183**
16. Subordination Request of Kenosha Seniors Limited Partnership for HOME loans in the amount of \$240,500 and \$16,500 to Wisconsin Housing and Economic Development Authority (WHEDA) in the amount of \$1,367,645.00. (Glenwood Apartments, 1820 27th Avenue) (District #4 -formerly District #5) (HOME Commission - Ayes 5, Nays 0) (Council #K3) **PAGES 184-232**
17. Approve Disbursement Record #24 in the amount of \$5,128,194.33. (Council #L1) **PAGES 233-268**
18. Approve Disbursement Record #1 in the amount of \$8,631,325.34. (Council #L2) **PAGES 269-299**
19. Change Order #1 for Project 09-1011 Paving 56th Street (64th Avenue to 68th Avenue). (District #16 – formerly District #16) (PW – Ayes 4, Nays 0) (Council #L3) **PAGES 300-301**
20. Consideration of Claim: Terry E. Anderson v. City of Kenosha (Council #P1)
CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes. The Finance Committee may or may not reconvene into open session for purposes of holding a hearing and making a final determination. **AT MEETING**

21. Consideration of Claim: Harold E. Granger v. City of Kenosha (Council #P2)
CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes. The Finance Committee may or may not reconvene into open session for purposes of holding a hearing and making a final determination.
AT MEETING

22. Consideration of Claim: Charlene C. Salewski v. City of Kenosha (Council #P3)
CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes. The Finance Committee may or may not reconvene into open session for purposes of holding a hearing and making a final determination.
AT MEETING

23. Status of Potential Causes of Action Against Brookstone Homes. (Council #P4)
CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes. The Finance Committee may or may not reconvene into open session for purposes of holding a hearing and making a final determination.
AT MEETING

24. Discussion Item – Elections.

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

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING

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

**Finance Committee
Minutes of Meeting Held Wednesday, January 4, 2012***

A meeting of the Finance Committee held on Wednesday, January 4, 2012 in Room 204 at the Kenosha Municipal Building was called to order at 5:33 pm by Chairman Bogdala.

At roll call, the following members were present: Alderpersons Bogdala, Haugaard, Marks, Ohnstad, Prozanski and Ruffalo.

Staff present were: Frank Pacetti, City Administrator, Carol Stancato, Director of Finance, Mike Lemens, Interim Director of Public Works, Martha Swartz, City Development & Inspections (formerly NSI Division), Steve Stanczak, Director of Human Resources, Dan Santelli, Assistant Fire Chief, John Thompson, Fire Chief, Jeff Labahn, Director of City Development, and John Morrissey, Police Chief.

It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve the minutes of the regular meeting held December 19, 2011. Motion carried unanimously.

1. Proposed Resolution - Authorizing the Issuance of a General Obligation Promissory Note to Kenosha County to provide for Payment of the City's Share of the Cost of the County Public Safety Building Project. (*Council #H1*). PUBLIC HEARING: Carol Stancato spoke relative to this item. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to move forward without recommendation because of the 45-day rule. Motion carried unanimously.**
2. Approve the Real Estate Appraisal Services Agreement by and between the City of Kenosha, WI and G.A. Bock & Associates d/b/a Southern Wisconsin Appraisal (Council #K1). PUBLIC HEARING: Carol Stancato and Jeff Lebahn spoke relative to this item. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad to approve. Motion withdrawn. 2.1 It was moved by Alderperson Marks, seconded by Alderperson Haugaard to Defer for 2 weeks. Motion carried unanimously.**
3. Approve Disbursement Record #23 in the amount of \$5,720,335.41 (*Council #L1*). PUBLIC HEARING: No one spoke for or against this item. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to move forward without recommendation. Motion carried unanimously.**
4. Discussion item: Employee's Impact on 2012 Budget. Discussion ensued. It was the consensus of the committee to continue discussion of this item in 30 days for an update.

There being no further business to come before the Finance Committee, it was moved by Alderperson Marks, seconded by Alderperson Ruffalo and unanimously carried to adjourn at 6:42 p.m.

*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Wednesday, January 18, 2012.

COMMUNITY DEVELOPMENT & INSPECTIONS
625 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
PHONE: 262.653.4030
FAX: 262.653.4045
www.kenosha.org



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REDEVELOPMENT

JEFFREY B. LABAHN

Interim Director of Community Development & Inspections

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Brian Wilke, Department of City Development

RE: **Exception to Off-Street Parking Requirements - 6209 22nd Avenue (Tino's Carryout)**

DATE: January 12, 2012

The owner of the property at 6209 22nd Avenue has submitted a proposal to City Staff to construct a 3,086 s.f. building on this site, which was formerly Victoria's Nautical Inn. The new building would have both a carryout restaurant, roughly 2,000 s.f. in size and the other tenant space would be left vacant for future commercial use.

In reviewing the proposal, it was noted that the applicant could not provide the minimum number of off-street parking spaces required by Chapter 6 of the Zoning Ordinance. Therefore, the applicant is requesting a Special Exception from the Common Council.

The parking breakdown is as follows:

*Section 6.01 F.17: Convenience Retail, General Merchandise and Service Stores; 1.0 space per 250 square feet of gross floor area. 1,214 s.f. / 250 s.f. = 4.86 spaces (B-3 Zoning provides 50% reduction) = **2.4 spaces required.***

*Section 6.01 F.28: Restaurant without Drive-In or Drive-Through Facilities: 10 spaces minimum or spaces equal to 30% of the total licensed capacity, whichever is greater. Assumed 10 spaces minimum since restaurant is carryout only. (B-3 Zoning provides 50% reduction) = **5.0 spaces required.***

Total Required Off-Street parking spaces is 7 spaces. Applicant has proposed 5 spaces.

Staff Recommendation: Given the urban characteristics of the Uptown District, on-street parking is highly encouraged and is readily available at most hours of the day. The City also has provided an off-street parking facility off of 63rd Street, which is easily accessible to the rear of this property. Staff recommends approval of the off-street parking exception.

BRW:kas
Attachment



October 19, 2011

To: Brian R. Wilke
Development Coordinator
Department of City Development
625-52nd Street-Room 308
Kenosha, WI 53140

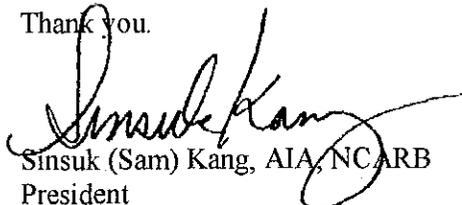
RE: Proposed New Commercial Building
Tino's Carryout Restaurant
6209 22nd Ave, Kenosha, WI

Mr. Wilke,

I am the architect representing the property owner at the above referenced project. My client would like to request a Special Exception be granted by the Common Council regarding the proposed off-street parking requirements. The original two story building on this site was demolished because of fire. The original building occupied almost the entire site and had no onsite parking. The proposed new building will be one story with a smaller footprint and provided with 5 off-street parking spaces. There are public parking available on 22nd Ave and a public parking lot exists 50 feet east of the subject site. Attached are the site plan and building plan for your reference. We hope the Common Council will grant the Special exception for this project.

If you need any other information please contact me at your convenience.

Thank you.

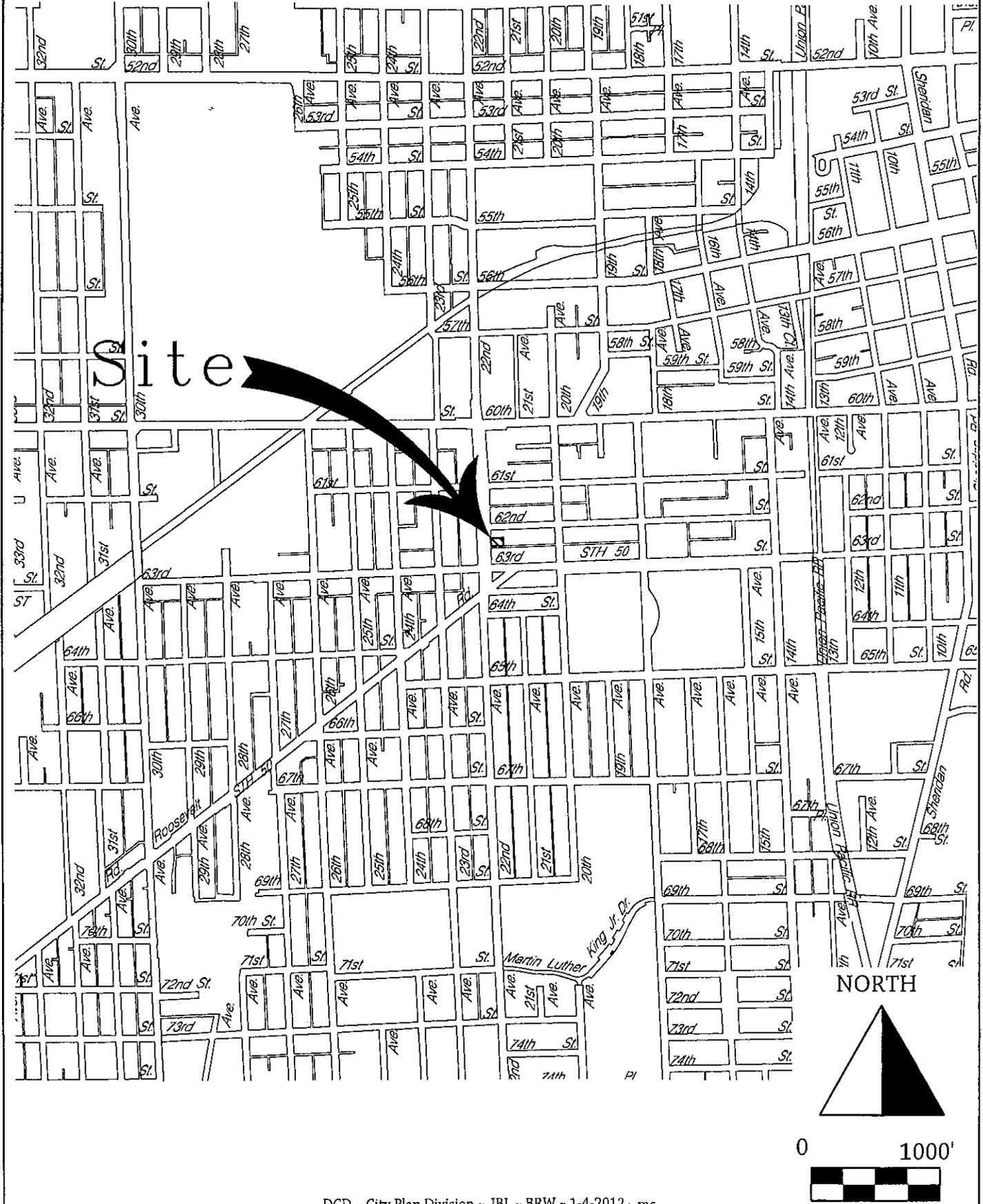


Sinsuk (Sam) Kang, AIA, NCARB
President

38730 NORTH DEEP LAKE ROAD LAKE VILLA ILLINOIS 60046
847.356.6871 OFF 847.356.0896 FAX

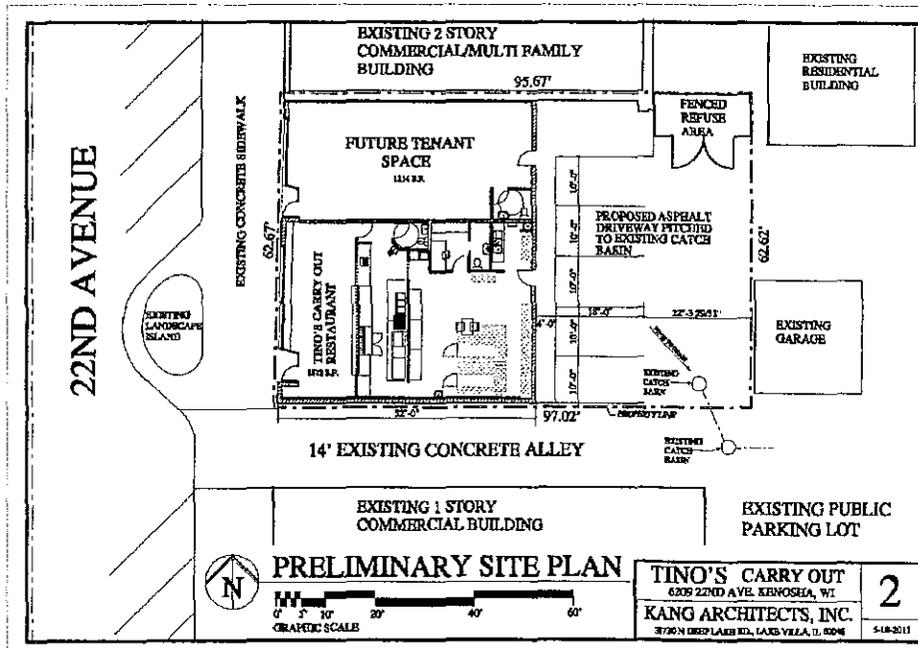
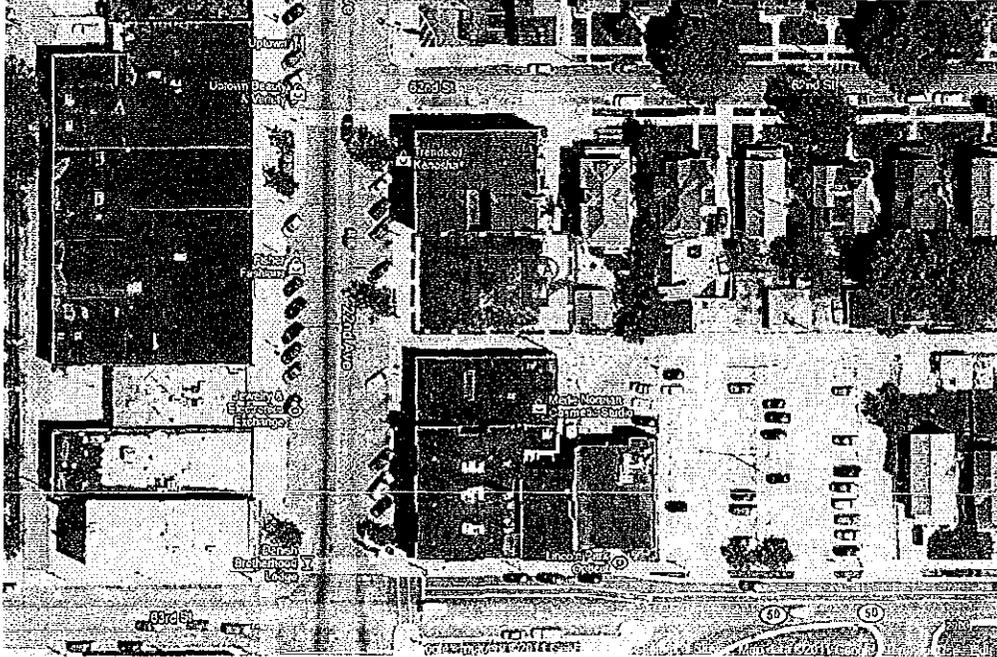
City of Kenosha

Vicinity Map Tino's Off-Street Parking Special Exception



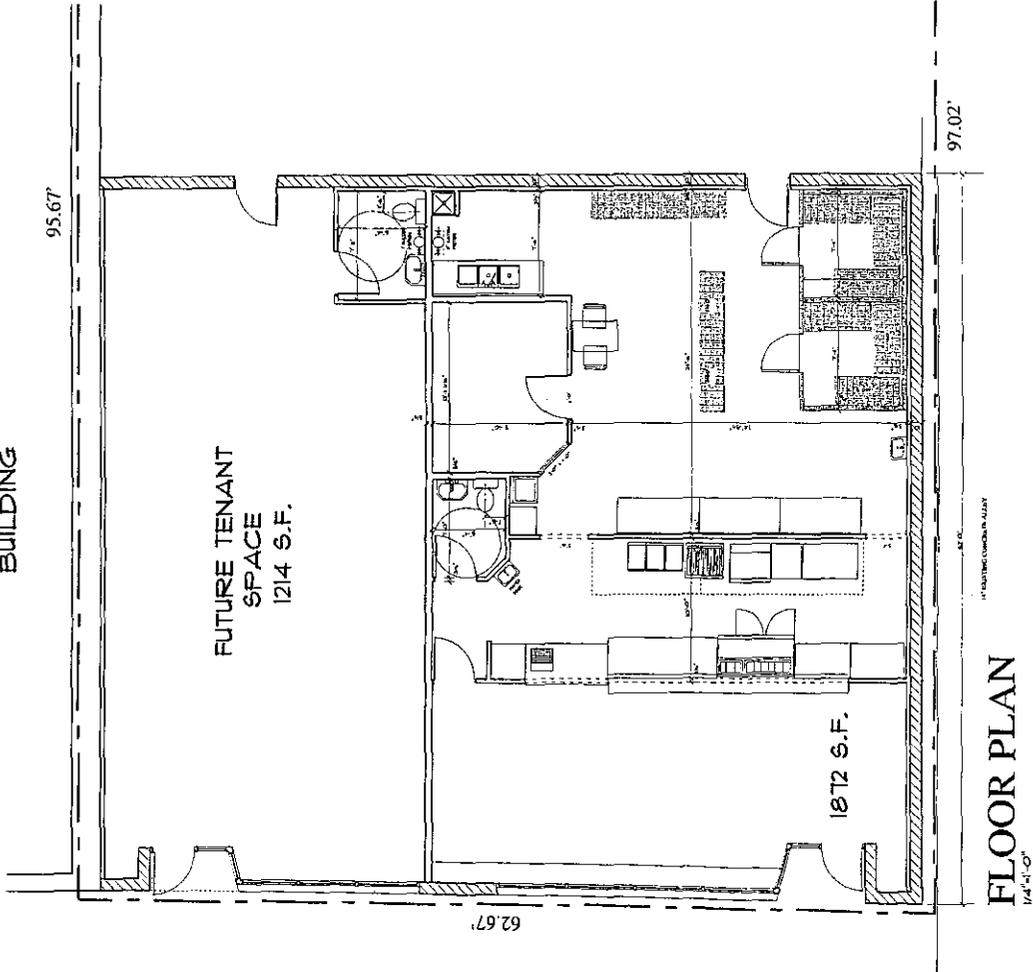
KANG

ARCHITECTS

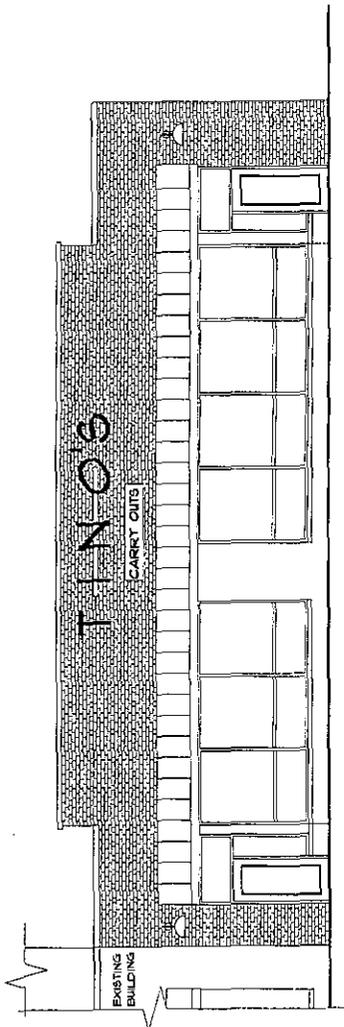


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 847.356.6871 OFF 847.356.0896 FAX

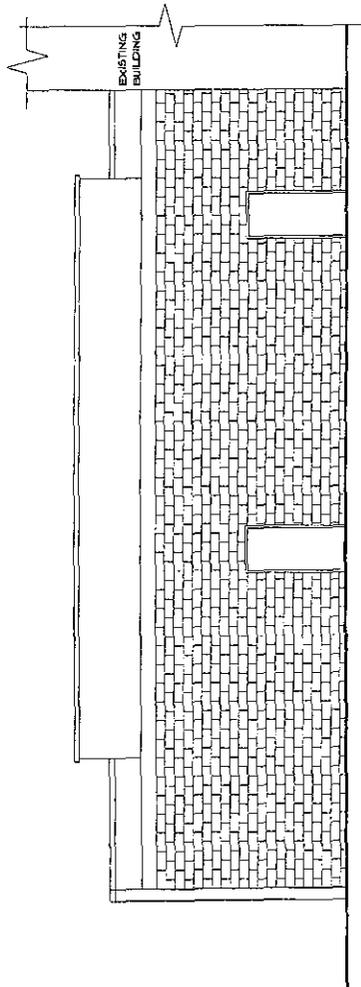
EXISTING 2 STORY
COMMERCIAL/MULTI FAMILY
BUILDING



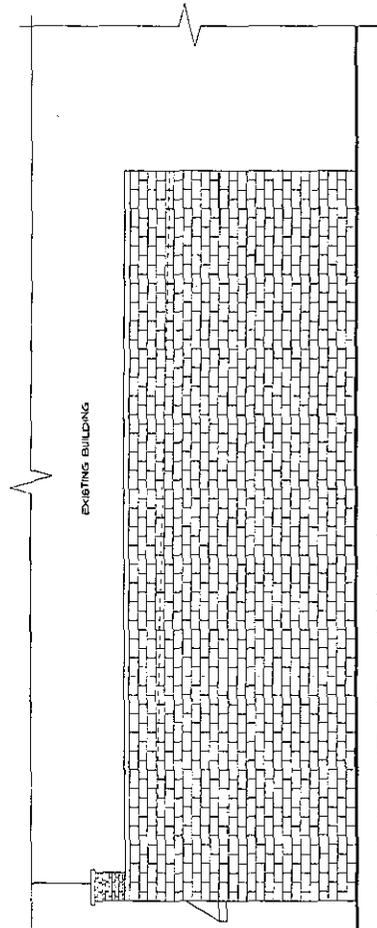
FLOOR PLAN
1/4" = 1'-0"



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

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JEFFREY B. LABAHN

Interim Director of Community Development & Inspections

January 18, 2012

Notice of Public Hearing

Special Exception -Off Street Parking at 6209 22nd Avenue (Tino's Carryout)

The owner of the property at 6209 22nd Avenue has requested a Special Exception from the off-street parking requirements in Section 6 of the Zoning Ordinance. The property owner has proposed a building on the property with a use that will require seven (7) off-street parking spaces, but the owner is only able to provide five (5) off-street parking spaces. The owner is asking for an exception for the two (2) off-street parking spaces.

You were previously notified of a public hearing regarding a Special Exception request for this property. Please be advised that the notice had the incorrect time for the Common Council meeting. The new public hearing will be held as follows:

Monday February 6, 2012 at 7:00 p.m.
Municipal Building
625 52nd Street - Room 200
Kenosha, WI 53140

The public hearing provides an opportunity to voice any concerns or ask any questions about the Special Exception Request.

Additional information regarding this Special Exception is on file with the Department of Community Development & Inspections in Room 308 of the Municipal Building. If you have any questions, please contact Brian Wilke at 262.653.4049 or via email at bwilke@kenosha.org.

BW:kas

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 18, 2012	Item 8
Request for a Special Exception to the spacing requirements of Section 3.12 E.2. of the Zoning Ordinance for a "Class A" liquor license at 6404 75th Street. (Aldi, Inc.) (District #17) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6405 75th Street - Aldi Market
 Zoned: B-2 Community Business and Air-4 Airport Overlay

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item requires final approval by the Common Council.

ANALYSIS:

- Section 3.12 E. 2. of the City Zoning Ordinance states that no "Class A" license shall be located within 5,280 feet of another City issued "Class A" license. If a license location is closer, the applicant can apply for an Exception. A Request for Exception is reviewed by the City Plan Commission with the Common Council making the final decision.
- Criteria for granting an Exception are detailed in Section 3.12 E.2.d.(2) of the Zoning Ordinance, which is attached.
- The proposed license location is within 5,280 feet of one other "Class A" license facility, the Pick N Save store.
- The proposed location/applicant is currently licensed for Class "A" beer license. The applicant has provided information on why they should receive an Exception.
- If the Exception is granted, the applicant must still apply for a license from the City Clerk's office.

RECOMMENDATION:

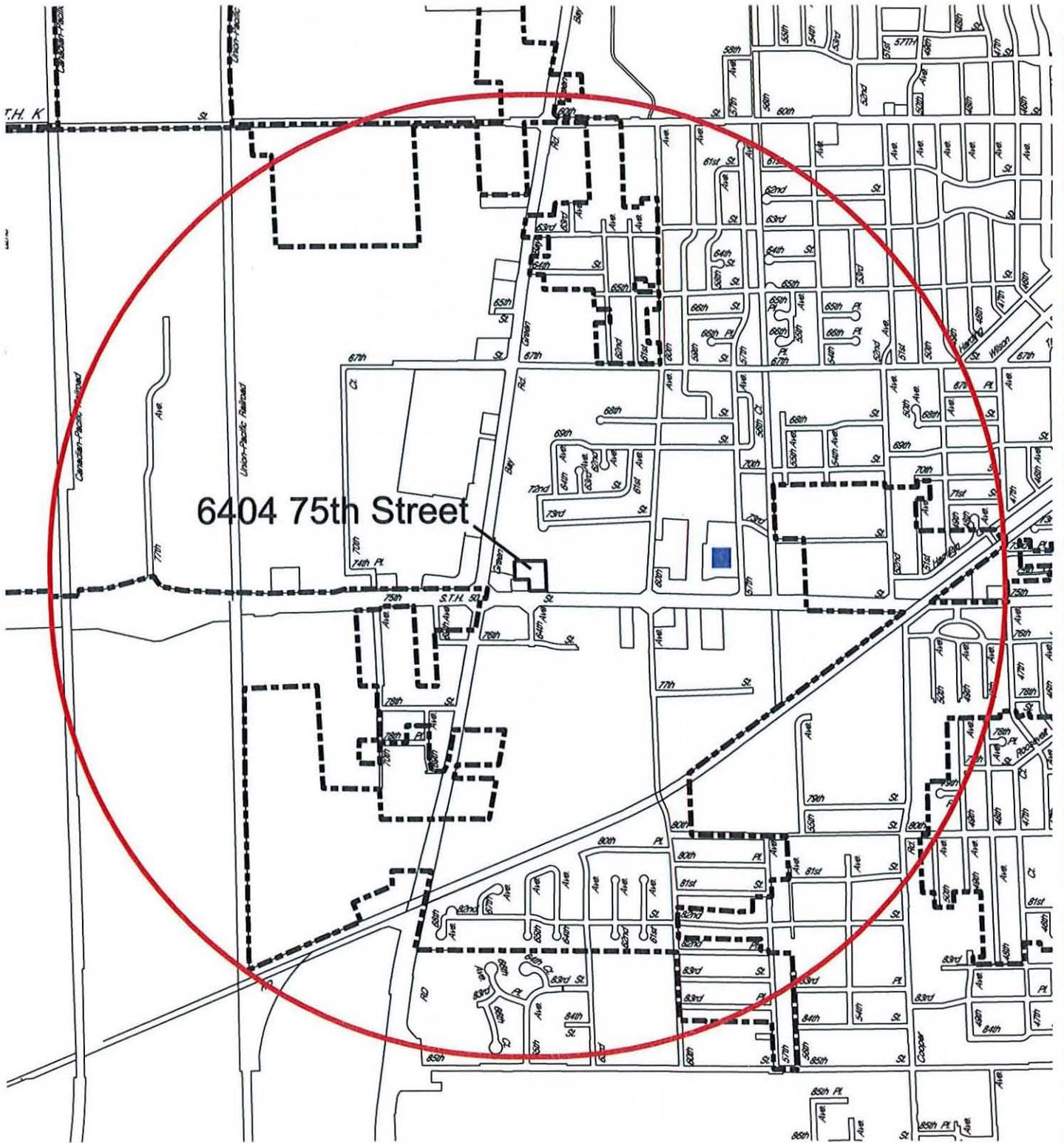
For Commission review and recommendation.


 Rich Schroeder, Interim Deputy Director
 /u2/acct/cp/ckays/1CPC/2012/Jan19/fact-spexcept-aldi.odt

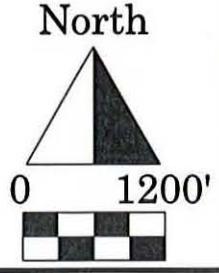
Jeffrey B. Labahn, Interim Director

City of Kenosha

"Class A" Liquor Application - Exception Petition 6404 75th Street



-  Existing "Class A" licensed business(es)
-  5,280 ft from Applicant
-  Municipal Boundary





ALDI Inc. Oak Creek Division

9342 South 13th Street
P.O. Box 267
Oak Creek, WI 53154

Tel: 414/570-1860
FAX: 414/570-1864

December 15, 2011

City of Kenosha
City Planning Dept.
625 - 52nd Street
Kenosha, WI 53142

RE: Zoning Exemption

To Whom It May Concern:

It has recently come to my attention that there is a Class A Liquor License available in your city. As we currently hold a Class A Beer License at our store located at 6404 75th Street in Kenosha we thought it would be a great opportunity to offer our select assortment of award-winning wines at affordable prices to Kenosha residents. We have enclosed a recent advertisement showing our selection. We believe this would be more of a convenience to the Kenosha residents who are currently driving to the Racine ALDI locations because of our wine selection. ALDI has had many requests from these residents in hopes of seeing a wine selection in Kenosha, as well. This would also serve to keep the tax revenue in the local Kenosha community. We would like to request a zoning exemption at this time as our store is within 1 mile of another Class A Liquor License holder.

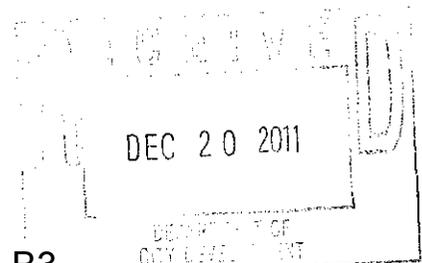
The following factors should be considered as to why our store is suitable for carrying this line:

1. We have limited hours of operation. Our store hours are Monday through Saturday from 9:00 a.m. to 8:00 p.m. and from 10 a.m. to 6 p.m. on Sunday. These hours are not conducive to noise problems and fall well within the City's Ordinance of the allowable times for alcohol sales.
2. Since first being granted a Class A Beer License in October of 2003, Aldi has not shown a negative effect on the existing character of the neighborhood or caused any significant traffic congestion due to the sale of beer in our store. We would anticipate the same result with the addition of a Class A Liquor License.
3. We only have five (5) checkout lanes in the stores which are ideal for regulating all alcohol transactions.
4. Aldi will carry a limited number of alcohol items which will discourage loitering.
5. Kenosha residents have requested our wines.
6. Increased tax revenue will be generated for the City of Kenosha instead of going to the City of Racine.
7. These wines are award-winning, affordable and more of a convenience to Kenosha shoppers.
8. Our store employees are all over the age of eighteen.

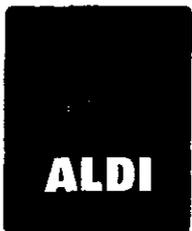
If you have any questions regarding ALDI and/or the request for a zoning exemption, please feel free to call me at 414-570-1860 x 122. Thank you for your assistance.

Sincerely,

Marcia Sperber
Director of Real Estate
Oak Creek Division



Common Council Agenda Item B3



ALDI Inc. Oak Creek Division

9342 South 13th Street
Oak Creek, WI 53154

Tel: 414/570-1860
FAX: 414/570-1864

January 9, 2012

City of Kenosha
Rich Schroeder
625 - 52nd Street
Kenosha, WI 53142

RE: Special Exception

Dear Mr. Schroeder:

I am in receipt of your letter dated December 22, 2011. Per your request, please see ALDI's written response for our request for a Special Exception which should satisfy the criteria for the City of Kenosha.

1. ALDI offers a select assortment of award-winning wines that are in demand by Kenosha residents. We believe that we can offer not only cost savings with our affordable prices but also savings on fuel to residents by offering this range to consumers at a convenient location.
2. As a result of ALDI carrying the range of fine wines at the Kenosha location, consumers would no longer need to drive to one of our Racine locations to complete their shopping. Increased tax revenue will be generated for the City of Kenosha instead of going to the City of Racine.
3. Our request for a Special Exception is compatible with the overall purpose of the land use. Our land use is zoned for retail grocery and most grocery stores carry beer and wine. The zoning exemption will allow us to continue to offer a wide range of high quality products at an affordable price to Kenosha residents.

If you have any questions regarding ALDI and/or the request for a Special Exception, please feel free to call me at 414-570-1860 x 119. Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Marcia Sperber".

Marcia Sperber
Director of Real Estate
Oak Creek Division

MS/ns

DIVISION OF CITY DEVELOPMENT
65 - 52ND STREET - ROOM 308
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JEFFREY B. LABAHN
Director of City Development

December 22, 2011

Marcia Sperber
Aldi Incorporated - Oak Creek Division
PO Box 267
Oak Creek, WI 53154

Dear Ms. Sperber:

RE: "Class A" License Exception Request - Aldi Market at 6404 75th Street

I have received your request for an Exception to Section 3.12 E. of the City Zoning Ordinance. The City has established criteria, noted in Section 3.12 E.2.d.(2) of the enclosed Ordinance, which will be used in evaluating a request for an Exception. Please provide a written response to criteria a. and b.

If I receive this information by Thursday, January 6, 2012, your Exception will be placed on the January 19th City Plan Commission agenda for review.

If you have any questions, please call me at 262.653.4034 or via email at rschroeder@kenosha.org.

Sincerely,

CITY DEVELOPMENT

A handwritten signature in black ink, appearing to read 'Rich Schroeder', written over the typed name.

Rich Schroeder
Assistant City Planner

RS:kas

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

3.12 BUSINESS ZONING DISTRICTS-GENERAL REGULATIONS

In addition to the general provisions outlined in §2.0 of this Ordinance and the requirements of the respective zoning district, uses of land in the Business Zoning Districts shall meet the following general regulations.

A. Residential Uses Permitted Above First Floor. Subject to the exception for religious residential quarters herein, in the B-1, B-2 or B-3 Business Districts, residential uses are only permitted when they are located above the first floor of the principal building, provided that the lowest finished floor of such attached residential units is constructed a minimum of nine (9') feet above the first floor elevation; provided that no portion of the first floor of any building within the Business Districts is used for residential purposes. The limitation in the previous sentence notwithstanding, residential quarters in convents, seminaries, rectories, parsonages, parish houses and other residential quarters for members of the clergy and immediate family members of the clergy living with the member of the clergy, may be located on any floor subject to other provisions of law.

B. Detached Residential Uses Not Permitted in the B-1, B-2 or B-3 Districts.

1. Restrictions. New construction of single-family, two-family and multiple family residences detached from a principal use is not permitted in the B-1, B-2 or B-3 Business Districts.

2. Reconstruction of Existing Detached Residences in the B-1, B-2 or B-3 Business Zoning Districts. The reconstruction of an existing detached residential use in the B-1, B-2 or B-3 District, which has been damaged or destroyed by catastrophe or act of God, is permitted provided that the reconstructed building does not exceed the original floor area of the structure and that such reconstruction is commenced no later than one (1) year after the date of the damage or destruction, and provided the building is in conformance with all other provisions of this Ordinance.

C. Yard Requirements Exceptions. On a lot in a business district where a building line is in existence prior to the effective date of this Ordinance and which provides yard less than required when adjacent to or across an alley from a residential district, an addition to or reconstruction of the building is permitted provided such addition or

reconstruction is no closer to the lot line than the existing building line and provided that the building is in conformance with all other provisions of this Ordinance, including the parking requirements of §6.01 of this Ordinance.

D. Screening.

1. Requirements and Standards. For any use in a business district which is required to provide screening under the provisions of the respective zoning district in which such use is located, such screening shall be accomplished by a fence, wall, berm, landscaping, or some combination thereof, constituting an opaque characteristic which obstructs from horizontal view, the use required to be screened. Such screen shall not be less than four (4') feet in height except where reduced heights are required in §2.06 "Visual Clearance" of this Ordinance.

2. Exceptions. The Board may authorize an exception to the screening requirement and standards where an existing screen is on the lot adjacent to the use, building or structure required to be screened, or where special circumstances render a screen unnecessary.

E. Class "A", "Class A" License Locations.

1. Intent and Purpose. The proliferation and clustering of Class "A" Beer and "Class A" Liquor Licenses as detailed by Chapter 10 of the Code of General Ordinances in limited areas within the City creates an undesirable image of the vitality of the commercial districts and the community as a whole. A high density of licensed establishments within close proximity can result in negative impacts to the adjacent and surrounding residential areas where such businesses may be located. Because there are a limited amount of Licenses available the City desires to ensure that the entire community is subject to service.

2. Location.

a. No Class "A" License shall be located within 2,640 feet of any other City issued Class "A" License, unless the proposed location held a Class "A" License within the three hundred sixty-five (365) days preceding the application.

b. No "Class A" License shall be located within 5,280 feet of any other City issued "Class A" License, unless the proposed location held a "Class A" License within the three hundred sixty-five (365) days preceding the application.

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

c. Standards of Measurement. The distances identified in this Section shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the licensed Class "A" or "Class A" business, whichever is applicable, to the nearest point of the structure licensed from which the proposed License is to be separated.

d. Special Exceptions.

(1) Procedure. Upon written determination of the Department of City Development that the proposed location for a new Class "A" or "Class A" License is prohibited pursuant the provisions of §3.12 E.2., a special exception request from the terms of §3.12 E.2. may be made in writing to the Department of City Development. The Common Council is designated the authority for granting a special exception from the requirements of §3.12 E.2. The City Plan Commission shall review each request for a special exception and after public hearing make a recommendation to the Common Council. Any special exception granted shall be considered unique to the project and will not set any precedent for future decisions. The special exception shall be limited to the terms of §3.12 E.2. and provides no licensing rights to the applicant. An applicant must qualify for a license pursuant to Wis. Stats. Chapter 125 and Chapter 10 of the Code of General Ordinances, City of Kenosha.

(2) Criteria. The City consider granting a special exception from the terms of §3.12 E.2. if:

(a) Whether the proposed development will have a substantial positive impact upon the surrounding properties, neighborhood within 5,280 feet of the development and the City of Kenosha.

(b) Whether the proposed development will have a significant, positive influence on the City economy; and,

(c) Whether the proposed development is compatible with the overall purpose of the land use and consistent with the City and neighborhood plans.



ALDI

AWARD-WINNING WINES. Incredible

Beverage Tasting Institute 2011
World Wine Championships Award

88 POINTS Walker Napa Valley Red Wine

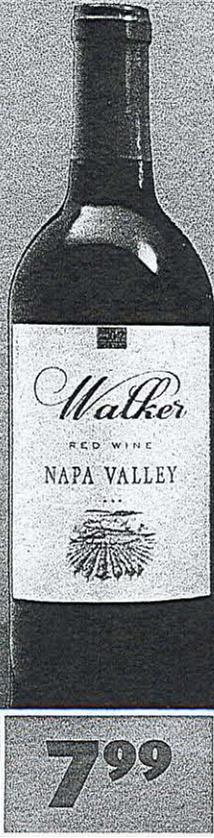
88 POINTS Vina Decana Tempranillo

83 POINTS Memoir Red Wine

86 POINTS Villa Malizia Pinot Grigio

85 POINTS Chaza Moscato

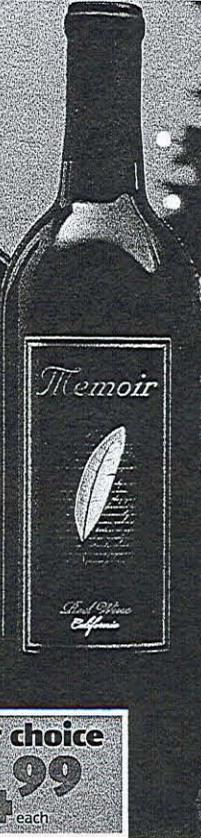
85 POINTS Sovinello Pinot Noir



7⁹⁹



your choice
4⁹⁹
each



your choice
4⁹⁹
each



your choice
5⁹⁹
each



6⁹⁹

Grandessa Signature
Premium Dips
Assorted varieties.
12 oz.



Simms
Garlic
Summer
Sausage
16 oz.



your choice
2⁹⁹
each special



President
Brie Log
6 oz.



Kerrygold
Irish Cheese
Dubliner or
Blarney Castle.
7 oz.



2²⁹

Happy Farms
Deli Style
Cheese Balls
Assorted varieties. 10 oz.

edenVale Brie
8 oz.



your choice
2⁹⁹
each

Happy
Deli Styl
Cheese
Assorted v.
14 oz.

ble quality. Only at ALDI.



your choice
4.99
each

All wines shown 750 mL

As Seen In Wine Spectator

- 85 POINTS** **Gonfalone Chianti**
Imported from Italy.
- 85 POINTS** **Sunshine Bay Sauvignon Blanc**
Imported from New Zealand.

World Wine Championships Award

- 88 POINTS** **Landshut Sweet Red**
Imported from Germany.
- 84 POINTS** **Toca Diamonte Malbec**
Imported from Argentina.

Wine Enthusiast Best Buy

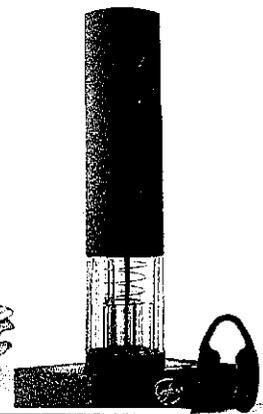
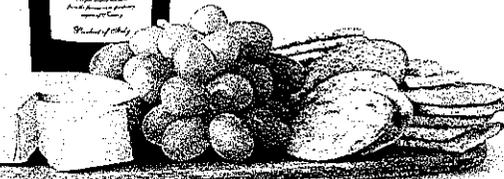
- 84 POINTS** **Landshut Riesling**
Imported from Germany.

NEVER
ENDING
LOW PRICES

5.99
SPECIAL



San Zenone Toscana
750 mL.



Crofton Electric Wine Bottle Opener

- Removes corks in seconds
- Opens up to 40 wine bottles on a single charge
- Opens all types of wine bottles
- Includes foil cutter

14.99
SPECIAL

Our customers are saying great things about our products:

"I will never look at their wine section the same again after their wine tasting. Don't believe me? **ALDI** has received many awards and accolades for their wines."

Blogger: Amy Clark, momadvice.com

Farms
e
Cups
rieties.



1.99
SPECIAL

Rubschlager Cocktail Rye Bread
16 oz.



Cambridge Flatbread Crackers
Sesame or Multiseed.
4.5 oz.

1.49
SPECIAL

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
01/17/12	VALID	Craig T. Mertes	02/27/87

Address of Applicant:	Business (where license is to be used):	Business Address:
512 57th St., apt 3A	Fec's Place	5523 6th Ave
License Number:087		Expiration Date:06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
	*APPLICANT LISTED 2007-UNDERAGE DRINKING- WALWORTH COUNTY ORDINANCE			20

City Attorney Recommendation:

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

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
01/17/12	VALID	MICHELLE L NORDQUIST	05/06/73

Address of Applicant:	Business (where license is to be used):	Business Address:
5031 SPRINGBROOK ROAD	PJ'S CABIN FEVER	8249 SHERIDAN RD
License Number: 120095		Expiration Date: 06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
04-17-08	OPERATING WHILE INTOXICATED - 3RD OFFENSE	GUILTY	Y	40

City Attorney Recommendation:

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

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

City Attorney Comments:

--

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
01/17/12	VALID	VICTOR B PLAISTED	09/13/84

Address of Applicant:	Business (where license is to be used):	Business Address:
2008 21ST STREET		

License Number: 120089

Expiration Date: 06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-02-09	OPERATING WHILE INTOXICATED	GUILTY	Y	20
12-15-08	DC/PERSON	GUILTY	Y	20
12-02-09	OPER M/V W/ PAC.	GUILTY	Y	N/A

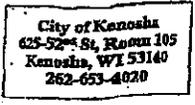
City Attorney Recommendation:

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

<input checked="" type="checkbox"/>	Grant, Subject to	40	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, false application		
City Attorney Comments:			

License # N 1072 Issue Date _____

Beverage Course OK HOLD for Beverage Course Initials MM



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)

Rescanned 1/18/11

hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class 3, "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30th day of June, 2013. (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, 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 Dosemagen First Name Margaret MI A.
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth 09-21-1983 Sex F Day Phone # 262-515-4763

Home Address 5508-43rd Ave

City/State/Zip Kenosha, WI 53143

Email Address madosemagen@gmail.com

Driver's License or State ID Number Passport No. 425359868
(Must indicate the state if this is not a Wisconsin DL or ID) UCT 4 2011

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

Address of Business Where License is to be Used 5118-6th Ave, Kenosha, WI

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:
Speeding Ticket - 2008 / Operating While Suspended 11/2009 *MM*
DUI / Property Damage - 2009

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: _____

Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: DUI - 2009

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: Speeding - 2008

d. 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: _____

i. 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.)

Harborside Common Grounds 5159-6th Ave, Kenosha, WI

Kids Castle 4211 Green Bay Rd, Kenosha, WI

Dimple's Fine Imports 416 Main St, Racine, WI

Follett Bookstore @ Gateway Tech. College 1001 Main St, Racine, WI

List all addresses at which you have lived in the past five years: 4017-11 Ave, Kenosha, WI 53140

33 S Bridge St, Poughkeepsie NY 12601 / 6921-27th Ave, Kenosha, WI 53143

4908-7th Ave, Kenosha, WI 53140

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: MADosumagen

APPLICANT'S SIGNATURE

date: Oct 3, 2011 / Nov. 18, 2011 MAD

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.

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.

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.

Penalty 2) The license of permit granting authority may grant, but withhold the issuance of, any license or permit for a period 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 the license/permit record for two consecutive license/permits years. Where such finding and penalty is made and imposed other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk have such matter reviewed by the Common Council.

§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.

PAGE 2

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
10/03/11	REVOKED	Margaret A. Dosemagen	09/21/83

Address of Applicant:	Business (where license is to be used):	Business Address:
5508-43rd Ave	Captain Mike's	5118 - 6th Ave
License Number:N672		Expiration Date:06/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-14-09	OPERATING WHILE INTOXICATED	GUILTY	Y	20
11-14-09	OPERATING WHILE SUSPENDED	GUILTY	Y	20
11-14-09	OPERATING M/V WITH PAC	GUILTY	Y	N/A
01/05/10	NON-COMPLIANCE W/ALCOHOL ASSESSMENT			100

City Attorney Recommendation:

Offense Demerit Points (above)	140
Were all Offenses Listed on Application?	
Total Demerit Points	140

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

City Attorney Comments:

City Attorney Comments:

FOR OFFICE USE ONLY:

License Number N120066

Date Granted _____

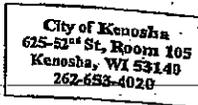
Date Issued _____

**CITY OF KENOSHA, WISCONSIN
APPLICATION FOR TAXI DRIVER'S LICENSE**

Fee: \$30.00 New/\$30.00 Renewal

Expires: April 30th

Type: 144



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 Kenosha, and certifies that the following information is true and correct to the best of his/her knowledge.

Campolo

Corey

C

Last Name

First Name

Middle Initial

4205 22nd AVE

Kenosha

WI

53140

262-220-5726

Address

City

State

Zip

Phone Number

06/19/1985

C514-1038-5219-03

06/19/2012

Date of Birth

State of Wisconsin Driver's License Number and Expiration Date (Required)

Name of Business & Address of Business Where License is to be Used (If Unknown At This Time, Leave Blank)

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: _____

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: defective Speedometer 5/27/09
Speeding 10 over 0/2011.

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: _____

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.)

Chrysler LLC

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

2816 51st Street Kenosha, WI 53140

4205 22nd ave Kenosha, WI 53140

JAN 30 2012

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

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

[Handwritten Signature]

SIGNATURE

1/10/2012

DATE

APPLICANTS PLEASE READ

NOTICE: If this application contains statements or information which is not true, correct and/or complete in any material respect, it may be denied. You may be subject to a forfeiture of five hundred (\$500) dollars, your license fee will be forfeited, you may be ineligible to reapply for this license for thirty days, and you may be subject to twenty-five demerit points. § 1.22 of the Code of General Ordinances states the following:

A. Prohibition - It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permit 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.

-After filing this application for a Taxi Driver's License with the City Clerk, you must go to the Safety Buidling 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 p.m. ONLY.

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
01/10/12	VALID	Corey C. Campolo	06/19/85

Address of Applicant:	Business (where license is to be used):	Business Address:
4205 22nd Avenue		
License Number: 120066		Expiration Date: 04/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-07-09	DEFECTIVE SPEEDOMETER	GUILTY	Y	10
05-29-09	FAILURE TO FASTEN SEATBELT	GUILTY	N	10
09-04-09	DRIVING ON WRONG SIDE OF HIGHWAY IN SCHOOL ZONE	GUILTY	N	20
05-13-10	FAILURE TO OBEY SIGN/SIGNAL	GUILTY	N	20
05-19-11	SPEEDING INTERMEDIATE	GUILTY	Y	40

City Attorney Recommendation:

Offense Demerit Points (above)		100
Were all Offenses Listed on Application?	N	25
Total Demerit Points		125

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

FOR OFFICE USE ONLY:

License Number N120069 Date Granted _____ Date Issued _____

CITY OF KENOSHA, WISCONSIN
APPLICATION FOR TAXI DRIVER'S LICENSE

Fee: \$30.00 New/\$30.00 Renewal
Expires: April 30th
Type: 144

City of Kenosha
625-52nd St, Room 105
Kenosha, WI 53140
262-683-4020

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 Kenosha, and certifies that the following information is true and correct to the best of his/her knowledge.

Brown Josh R
Last Name First Name Middle Initial
5700 56th St. Kenosha WI 53144 (302) 764-9216
Address City State Zip Phone Number
10-11-88 B 650-4368-8371-01 10-11-12
Date of Birth State of Wisconsin Driver's License Number and Expiration Date (Required)

My Way Cabs 6011 29th Ave 53143
Name of Business & Address of Business Where License is to be Used (If Unknown At This Time, Leave Blank)

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: Sept. 09' battery by bodily waste on officer, trespassing, destruction of property
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: 5 days jail same charge.
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: Oct. 09' DVI suspended 9 mts. and counseling
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: DUI
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: _____

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.)
United Van Lines 52nd St. Kenosha, WI 53143

7. List all addresses at which you have lived in the past five years:
7210 39th Ave. Kenosha, WI 53142
8923 39th Ave. Kenosha, WI 53142
5700 56th St Kenosha, WI 53144

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

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

Josh Brown
SIGNATURE

1-27-12
DATE

APPLICANTS PLEASE READ

NOTICE: If this application contains statements or information which is not true, correct and/or complete in any material respect, it may be denied. You may be subject to a forfeiture of five hundred (\$500) dollars, your license fee will be forfeited, you may be ineligible to reapply for this license for thirty days, and you may be subject to twenty-five demerit points. §1.22 of the Code of General Ordinances states the following:

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B. **Penalty** 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permit 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.

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~~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 p.m. ONLY.~~

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
01/24/12	VALID	Josh R. Brown	10/11/88

Address of Applicant:	Business (where license is to be used):	Business Address:
5700 56th Str	My Way Cabs	6011 29th Ave
License Number:69		Expiration Date:04/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-04-08	SPEEDING IN EXCESS	GUILTY	N	50
05-21-09	OPERATING WHILE INTOXICATED	GUILTY	Y	75
05-21-09	FAILURE TO REPORT ACCIDENT	GUILTY	N	20
06-15-10	FAILURE TO FASTEN SEATBELT	GUILTY	N	10
10-31-09	VANDALISM/BUSINESS	GUILTY	Y	100
	*WHEN ASKED IF APPLICANT HAD ANY FELONY CHARGES OUT OF STATE, HE INDICATED THAT HE HAD FELONY CHARGES IN INDIANA. APPLICANT LISTED: SEPT.09- BATTERY BY BODILY WASTE ON OFFICER, TRESPASSING, DESTRUCTION OF PROPERTY)		NEED INFORMATION	

City Attorney Recommendation:

Offense Demerit Points (above)	255
Were all Offenses Listed on Application?	N 25
Total Demerit Points	280

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

City Attorney Comments:

District 2

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 _____
 ending June 30 20 _____

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	\$ _____
<input type="checkbox"/> Wholesale beer	\$ _____
<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	\$ 43.00
TOTAL FEE	\$ 43.00

250.00

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

County of KENOSHA Aldermanic Dist. No. _____ (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): L & M Meats, 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	<u>KEITH H. MEYER</u>	<u>PRESIDENT</u>	<u>KEITH H. MEYER</u>
Vice President/Member	<u>VICE PRESIDENT</u>	<u>KATHLEEN M. MEYER</u>	<u>SAME</u>
Secretary/Member	<u>KATHLEEN M. MEYER</u>		
Treasurer/Member	<u>KEITH H. MEYER</u>		
Agent	<u>KATHLEEN M. MEYER</u>		
Directors/Managers	<u>KEITH H. MEYER</u>		

3. Trade Name L and M Meats, Inc. Business Phone Number 262.652.9340
 4. Address of Premises 4902-7th Avenue Post Office & Zip Code Kenosha, WI 53146

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 _____ and date _____ 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.) 4902-7th Avenue Kenosha, WI 53146

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? Polish Legion of American Veterans
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) 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) 266-2776] Yes No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? 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 5th day of January, 20 12
Cathy Manoschia
 (Clerk/Voluntary Public)

Keith H. Meyer
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Kathleen M. Meyer
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires July 15, 2012

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>1-11-12</u>			<u>Kathleen M. Lovetro</u>
Date license granted	Date license issued	License number issued	

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW BEER/LIQUOR LICENSE**

Check One:

<input type="checkbox"/>	Class "A" Retail Beer
<input type="checkbox"/>	Class "B" Beer Only
<input checked="" type="checkbox"/>	Class "B" Beer/Class B" Liquor Combination

1. Applicant Name KATHLEEN M. MEYER

2. Business Name L and M Meats, Inc.

3. Property Information

a. Address 4902 7th Avenue

b. Owner L and M Meats, Inc.

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

d. Square Footage of Building 5400 sq ft Assessed Value of Property _____

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business _____

4. Number of Full Time Employees 2 Number of Part Time Employees _____

5. Gross Monthly Revenue

According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants.

Gross Monthly Revenue	
Alcoholic Beverages	3,000.00
Food	5,000.00
Other (specify) <u>OFF-PREMISE</u>	5,000.00
Total Gross Monthly Revenue	13,000.00

Basis for estimates
past catering sales
at 4924 60th St location

6. Explain how the issuance of this license will benefit the City: ISSUING LICENSE WILL CREATE JOBS AND GENERATE CITY TAXES NEW OWNER WILL BE LIABLE FOR.

7. List other factors the Common Council should consider: Business Established 1969, life long Kenosha residents.

Applicant Signature Kathleen M. Meyer

FOR OFFICE USE ONLY

Within a 6 block radius:

Class "B" Beer only _____ Class B Combination _____ Class "A" Beer _____ "Class A" Liquor _____ "Class C" Wine _____

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

POLISH LEGION OF AMERICAN VETERANS

(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) 120109 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:

LBM MEATS, 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) # 120109, to the City Clerk

prior to the time a license is issued to LBM MEATS, INC.

and provide further that a license is granted to KATHLEEN MEYER the person herein designated.

Ronald J Ernst
Individual/Partner/President of Corporation

Marge Wojcchowicz
Partner/Corporate Officer

Ronald J Ernst Marge Wojcchowicz

Subscribed and sworn to before me this 11 day of January, 2012

Kathleen M Lovetris
Notary Public

Kenosha County, Wisconsin

My Commission Expires: 7-26-15

Zimbra

klovetro@kenosha.org

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Re: liquor_beer_applicatoon 01/12/2012 18:12

From : Michael Callovi <mcallovi@kenosha.org>

Fri, Jan 13, 2012 11:36 AM

Subject : Re: liquor_beer_applicatoon 01/12/2012 18:12

To : City of Kenosha Clerks <cityclerk@kenosha.org>

2 attachments

Cc : KATHY LOVETRO <klovetro@kenosha.org>, MATT KNIGHT <mknight@kenosha.org>

Good morning, Kathy,

Here are the maps for L&M (PLAV). Also, I went out to the site to get measurements & here's what I found:

Main entrance of PLAV to:

- main entrance of Iglesia de Dios (Israelita): 77 feet
- main entrance of Harborside Academy: 330 feet
- main entrance of St. Elizabeth Church: >1000 feet
- main entrance of the Parish office of St. ELizabeth Church: 302 feet
- main entrance of the rectory/parsonage of St. Elizabeth: >500 feet.

Matt will need to make a determination of what the exact measurement for St. Elizabeth needs to be made to/from & a ruling on the Iglesia de Dios storefront church.

Please let me know if there's anything else.

-Mike

Michael Callovi
 Planning Technician
 Department of City Development
 City of Kenosha, WI
 262-653-4030
 mcallovi@kenosha.org

----- Original Message -----

From : "City Clerks Office - Scan to Email" <noreply@kenosha.org>
To : "KATHY LOVETRO" <klovetro@kenosha.org>, "MIKE CALLOVI" <MCALLOVI@KENOSHA.ORG>
Sent : Thursday, January 12, 2012 5:12:15 PM GMT -06:00 US/Canada Central
Subject: liquor_beer_applicatoon 01/12/2012 18:12

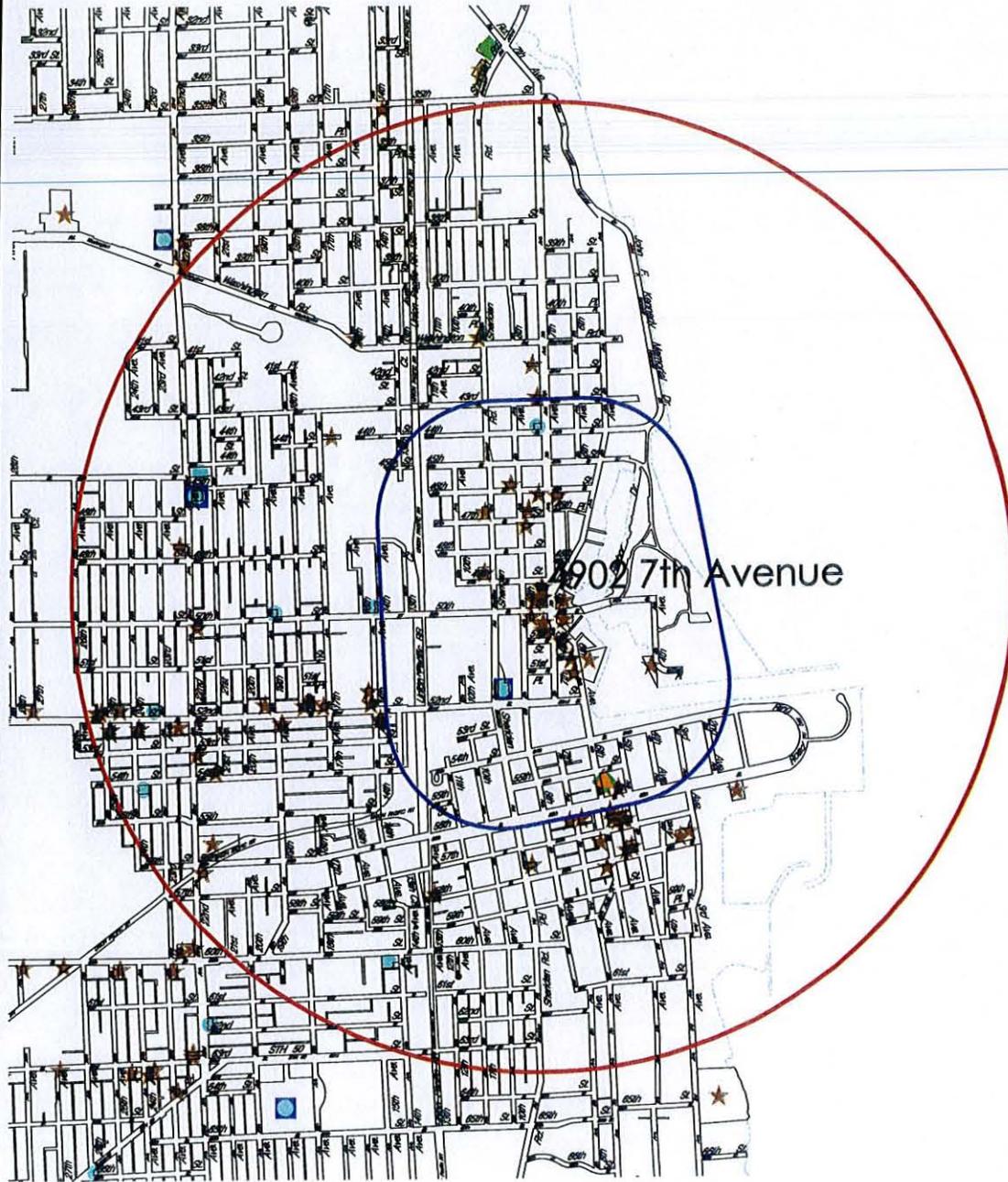
Scanned from cl5n.
 Date: 01/12/2012 18:12
 Pages: 2
 Resolution: 200x200 DPI

Kenosha City Clerk

 **02-4902_7thAv.pdf**
 905 KB

City of Kenosha

Class "B" Beer/"Class B" Liquor Application 4902 7th Avenue



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

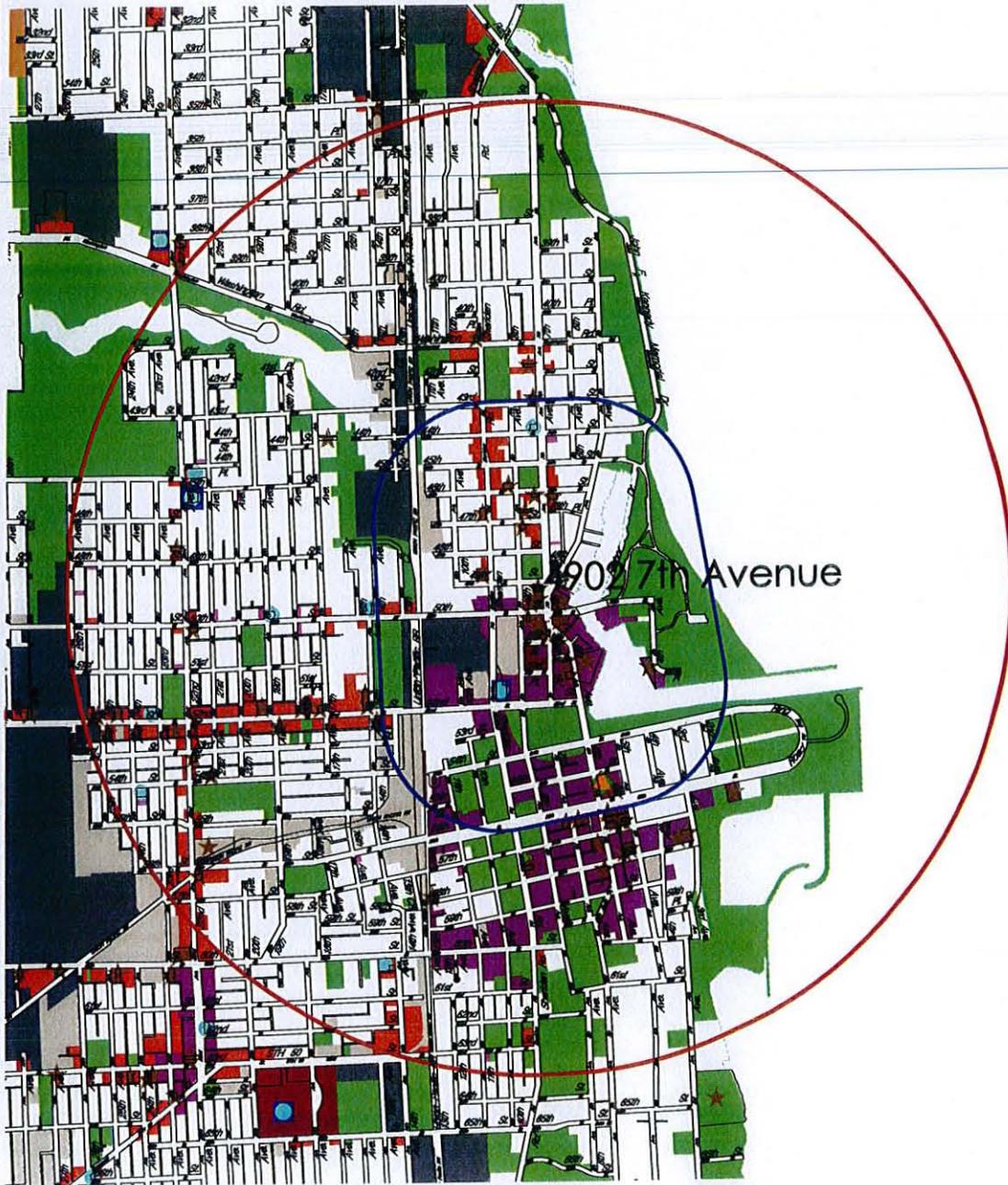
5,280 ft Radius	Classifications				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	9	2	1	60	1
Other Districts	0	0	0	0	0

6 Block Radius	Classifications				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	2	1	1	21	1
Other Districts	0	0	0	0	0



City of Kenosha

Class "B" Beer/"Class B" Liquor Application 4902 7th Avenue



- 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	Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	9	2	1	60	1
Other Districts	0	0	0	0	0

6 Block Radius	Districts				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	2	1	1	21	1
Other Districts	0	0	0	0	0

North



SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Kenosha County of Kenosha
 City

The undersigned duly authorized officer(s)/members/managers of Mega Marts, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Pick 'n Save #6871
(trade name)

located at 2811 18th Avenue

appoints TIMOTHY J. MENDEN
(name of appointed agent)
1811 30th St. Kenosha WI 53140
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 54 YEARS

Place of residence last year 1811 30th St Kenosha WI 53140

For: Mega Marts, LLC
(name of corporation/organization/limited liability company)

By: [Signature] -VP
(signature of Officer/Member/Manager)
 And: [Signature] -President
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

TIMOTHY J. MENDEN, hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Timothy J. Menden (signature of agent) 54 Agent's age
1811 30th St. Kenosha WI 53140 (home address of agent) 3/26/57 Date of birth

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
 (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 1-15-12 by [Signature] Title Chief
(date) (signature of proper local official) (town chair, village president, police chief)

AT-104 (R. 4-08)

Wisconsin Department of Revenue

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Kenosha County of Kenosha
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a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Pick 'n Save #6871

located at 2811 18th Avenue STR
(trade name)

appoints TIMOTHY J. MENDEN
(name of appointed agent)

1811 30th St. Kenosha WI 53140
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 54 YEARS

Place of residence last year 1811 30th St Kenosha WI 53140

For: Mega Marts, LLC
(name of corporation/organization/limited liability company)

By: Edward [Signature] - VP
(signature of Officer/Member/Manager)

And: Walter [Signature] - President
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, TIMOTHY J. MENDEN, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Timothy J. Menden Agent's age 54
(signature of agent) (date)
1811 30th St. Kenosha WI 53140 Date of birth 3/26/57
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
 (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 1-18-12 by [Signature] Title Chief
(date) (signature of proper local official) (town chair, village president, police chief)

Zimbra

klovetro@kenosha.org

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Alcohol Beverage

From : Kelly Andreoli <kma360@kenoshapolice.com>

Wed, Jan 18, 2012 09:11 AM

Subject: Alcohol Beverage

To : klovetro@kenosha.org

No Adverse
Timothy Menden

Kelly M. Andreoli
Clerical Supervisor
Kenosha Police Department

1000-55th Street
Kenosha, WI 53140
(262) 605-5237

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

LICENSE
120011

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

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

hereby makes application for the Secondhand Article Dealer License checked above

(SECTION 1) INDIVIDUAL INFORMATION

Name of Applicant Griffin Beverly
Residence Address Last 1416 30th Ave #19 First Kenosha WI M. 53140
Date of Birth and Place Street 09-15 64 City Sledge State MISS. Zip
Phone Number 262-748-5058 DOB City State Business Cell Home

(SECTION 2) PARTNERSHIP INFORMATION

Partnership Name ~~Maxine Chavours~~ Patchez Ladies & Gent's Cosignment Store
List Name, Residence Address, Home Phone Number, Place and Date of Birth of all Partners: (Attach Additional Sheets if necessary) Maxine Chavours 4019 56th Ave Kenosha WI 53140
262-221-4093 / Birth place: Sledge, Miss
B. Day 07-05-1949

(SECTION 3) CORPORATE INFORMATION

Corporation Name _____ State of Incorporation _____

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

(SECTION 4) BUSINESS INFORMATION

Business Name, Street Address, State, Zip Code and Business Number: Patchez Ladies & Gent's
Co-Signment Store - 6215 22nd Ave Kenosha WI 262-221-4093
Building Owner's Name, Home Address, State, Zip, Phone Number: Thea K. Darracott
9219 Cooper Rd. Pleasant Prairie WI, 53158 262-694-0649
Manager or Proprietor of Business, Home Address, State, Zip, Phone Number: Beverly Griffin
1416 30th Ave #19 Kenosha WI 53140 262-748-5058

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

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

(SECTION 6) GENERAL INFORMATION

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

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

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

(SECTION 7) LICENSE REVOCATION

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

Deborah Griffin
Individual/Partner

Melvin Choum
Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 17 day of Jan, 2012.

Tom Beasley
Notary Public

My commission expires 10-07-2012.

Office Use Only

Date Filed/Received: 1-18-12

Initials: *JH*

Granted: _____

Personal Property Taxes Paid: Yes No Amount Due _____

**Secondhand Article License Police Record Report
Applicant Information**

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
01/18/12	VALID	Maxine Chavours	07/05/12

Address of Applicant:	Business (where license is to be used):	Business Address:
4019 56th Ave	Patchez Ladies & Gent's Cosignment Store	6215 22nd Avenue

License Number: 120011

Expiration Date: 12/31/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
02-10-06	LITTERING VIOLATION	GUILTY	N	20
05-27-97	DRUG/DELIVERY HARD DRUGS-2 CTS -FELONY CHARGES	GUILTY	Y	100 x 2

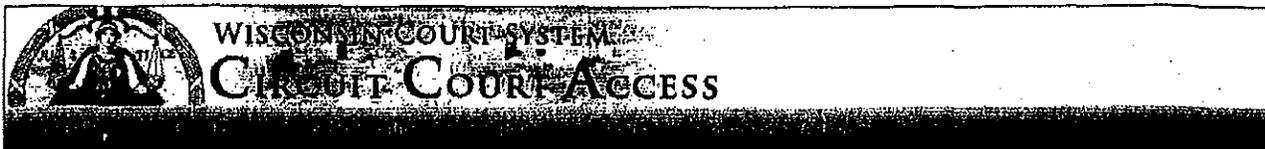
City Attorney Recommendation:

Offense Demerit Points (above)	220
Were all Offenses Listed on Application?*	N 25
Total Demerit Points	245

*Offense not listed = 25 demerit points.

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

City Attorney Comments:



State vs Maxine Austin

[Printable Version \(PDF\)](#)

Kenosha County Case Number 1997CF000540

[What is RSS?](#) **RSS**

Filing Date	Case Type	Case Status
06-19-1997	Criminal	Closed
Defendant Date of Birth	Address	
07-05-1949	2510 E. Marlana Street, West Covina, CA 91792	
Branch Id	DA Case Number	
5		

Court Record Events

- Ascending Date Order
- Descending Date Order

Charge(s)

Count No.	Statute	Description	Severity	Disposition
1	961.41(1)(cm)1	Manuf/Deliver Cocaine (<=5g)	Felony U	Guilty / No Contest
2	961.41(1)(cm)1	Manuf/Deliver Cocaine (<=5g)	Felony U	Guilty / No Contest
3	961.41(1)(cm)1	Manuf/Deliver Cocaine (<=5g)	Felony U	Dismissed on Prosecutor's Motion
4	961.41(1)(cm)1	Manuf/Deliver Cocaine (<=5g)	Felony U	Dismissed on Prosecutor's Motion

[View history and details of Charge\(s\)/Sentence\(s\)](#)

Defendant Owes the Court: \$ 0.00

Responsible Official	Prosecuting Agency	Prosecuting Attorney	Defense Attorney
Warren, Wilbur W., III	District Attorney	Newlun, James D	Reisterer, Michael P, Jr.

Defendant

Defendant Name	Date of Birth	Sex	Race ¹
Austin, Maxine	07-05-1949	Female	African American
Address			Address Updated On
2510 E. Marlana Street, West Covina, CA 91792			01-11-2010
JUSTIS ID	Finger Print ID		
Defendant Attorney(s)			
Attorney Name	Entered	Withdrawn	
Moyer, John F.	07-02-1997	08-26-1997	
Reisterer, Michael P, Jr.	08-26-1997		

Total Receivables

Court Assessments	Adjustments ³	Paid to the Court	Probation/Other Agency Amount ⁴	Balance Due to Court	Due Date ⁵
\$ 1,160.00	\$ 0.00	\$ 1,160.00	\$ 0.00	\$ 0.00	

Zimbra

klovetro@kenosha.org

± Font size :

Secondhand Article Dealer

From : Kelly Andreoli <kma360@kenoshapolice.com>

Fri, Jan 20, 2012 10:47 AM

Subject : Secondhand Article Dealer

To : klovetro@kenosha.org

Patchez Ladles & Gent's Cosignment Store
No Adverse-Beverly Griffin
Adverse -Maxine Chavours

Kelly M. Andreoli
Clerical Supervisor
Kenosha Police Department
1000-55th Street
Kenosha, WI 53140
(262) 605-5237

APPLICATION FOR PEDDLER (STAND)

CITY OF KENOSHA

TERM: October 1 through September 30*

(the location shall be sent for renewal unless an amendment is filed to relocate)

13.035 PEDDLER'S STANDS AND OTHER STRUCTURES AS OBSTRUCTIONS

No person, firm, party or corporation shall place or maintain a stand or structure from which peddling, as defined in §13.03, Ordinances, is engaged in or which are used for any other purposes, upon any City property, including street rights-of-way, sidewalks and lawn park areas, (without first having obtained permission of the Common Council.)

D125-2985-4348-00

Type: 129

Fee: \$100.00/application

1. Applicant Name GARY DOEPGEN
2. Attach a copy of Driver's License or ID. *Check here if attached
3. a. Residence Address (Address, City, State, Zip) 1065 WHITE OAK DR. UNION GROVE WI 53182
b. Phone Number (Including Area Code) (262) 676-3120
4. Business Name & Address WAGE'S FILLING STATION, 1065 WHITE OAK DR. UNION GROVE, WI 53182
5. Location of Stand 56th + 3rd Ave Parking Lot, ACROSS FROM PLAYGROUND - ATTACH "A"
6. Is stand located in City park? ___ Yes No **If answer is yes, attach approved park use agreement between applicant and the City of Kenosha Parks Department. *PARKING LOT**
7. Date(s) stand will operate: MARCH 1st through NOV. - WEATHER PERMITTING
8. Hours of operation (Peddling is permitted at a stand location between the hours of 9:00 a.m. and 8:00 p.m.): 10:00 A.M. - 7:00 P.M.
9. Describe the food, beverages, merchandise or services to be sold: HOT DOGS, ITAL. BEEF, BBQ PORK SAND., BRATS, SODA.
10. Are you Selling Food? yes If selling food, a Copy of your Kenosha County Food permit must be attached to this application. *Check here if attached yes - STATE.

*Term. An approved location shall be limited to thirty (30) consecutive days. Each stand may be relocated (subject to the filing of an amendment during the term of the permit and upon Common Council approval.)

I hereby appoint the municipal clerk for the City of Kenosha or his/her agent to accept service of process in any civil action brought against me in connection with direct sales activities if I cannot, after reasonable effort, be personally served. 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.

Applicant's Signature Gary Doepgen Date: 1-12-12.

To be completed by Clerk:
Date Received and Filed _____ Reported to Council/Granted _____ Issued _____ Initials _____

Park Use Agreement Required? NO If yes, is it attached? _____

AMENDMENT OF LOCATION

Location of Stand LAT. 42° 35' 3.82" N Long. 87° 48' 51.07" W. SW CORNER 54th + 3rd.

Applicant's Signature Mary Deppen Date: 1-11-12.

13.035 PEDDLER'S STANDS AND OTHER STRUCTURES AS OBSTRUCTIONS

No person, firm, party or corporation shall place or maintain a stand or structure from which peddling, as defined in §13.03, Ordinances, is engaged in or which are used for any other purposes, upon any City property, including street rights-of-way, sidewalks and lawn park areas, (without first having obtained permission of the Common Council) Peddler's stands shall not be authorized within eight hundred (800') feet of any permanent business retailing similar or competing products located in a permanent building or structure and peddler's stands and other structures shall not be authorized where likely to create a public or private nuisance, or otherwise disturb the peace or obstruct vehicular or pedestrian traffic.

A person shall be deemed to have a "stand", although there is no structure associated therewith, whenever a person remains in any one location for more than one (1) hour within an eight (8) hour period of time. A "location" shall be defined as any City property including street rights-of-way, sidewalks and lawn park areas. A "right-of-way" shall be defined as being within one hundred fifty (150') feet of any street or highway intersection measured from the center point thereof and shall also be defined as being within a right-of-way on either side of a street or highway from intersection to intersection.

Applications for permits shall be filed with the City Clerk on forms approved by the City Clerk, accompanied by a fee of One Hundred *(\$100) Dollars. (Permits shall be non-proratable and shall be for the period October 1 through September 30 of each year.) A separate permit shall be required for each "stand". (Person(s) peddling from a stand as defined herein shall not be required to hold an individual peddler's license as required by §13.03.

A. Review. In reviewing a peddler stand permit application, the Common Council shall consider whether the proposed stand transactions are:

- (1) Customarily associated with public use and enjoyment of the location proposed for the stand.
- (2) In furtherance of public use and enjoyment of the location proposed for the stand.
- (3) Incidental to an appropriate recreational or cultural use of the location proposed for the stand.

B. Operation. Peddler stands issued a permit pursuant to Subsection A shall be subject to the following operations requirements:

- * (1) Location. The stand location shall be limited to the area described in the permit application and approved by the Council.
- * (2) Term. An approved location shall be limited to thirty (30) consecutive days. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval.
- (3) Hours of Operation. Peddling is permitted at a stand location between the hours of 9:00 a.m. and 8:00 p.m.
- (4) Special Events. (Vendors associated with City approved special events shall not be required to obtain a peddler stand permit for the approved special event.)
- ? (5) Utilities. Vendors which require use of public utilities shall pay utility charges as designated by Superintendent of Parks.
- (6) Noise. Noise levels emanating from the stand shall be kept to a minimum and shall be reasonable so as not to disturb the peace and quiet of those in the vicinity, including but not limited to residents, merchants and customers. Vendors shall be subject to all applicable City ordinances regarding noise and amplification and this ordinance shall not be interpreted to expand or contradict those other ordinances. In the event of a conflict, the more strict regulation or ordinance shall apply.

APPLICANTS PLEASE READ

NOTICE: If this application contains statements or information which is not true, correct and/or complete in any material respect, it may be denied. You may be subject to a forfeiture of five hundred (\$500) dollars, your license fee will be forfeited, you may be ineligible to reapply for this license for thirty days, and you may be subject to twenty-five demerit points. §1.22 of the Code of General Ordinances states the following:

A. Prohibition - It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial. B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permit 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.

ATTACHMENT "A"



Google earth

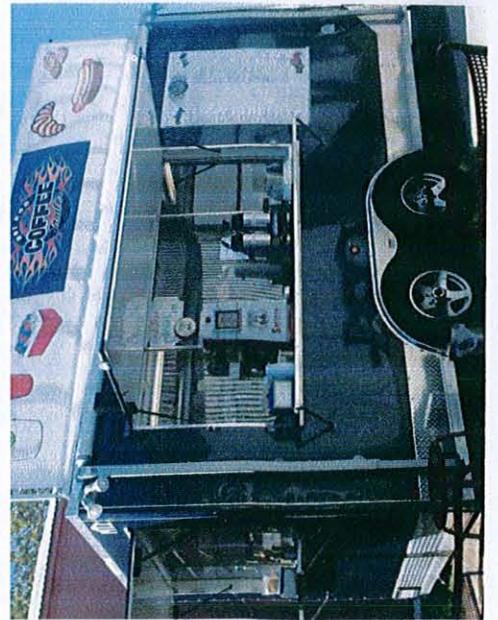


ATTACHMENT "A"

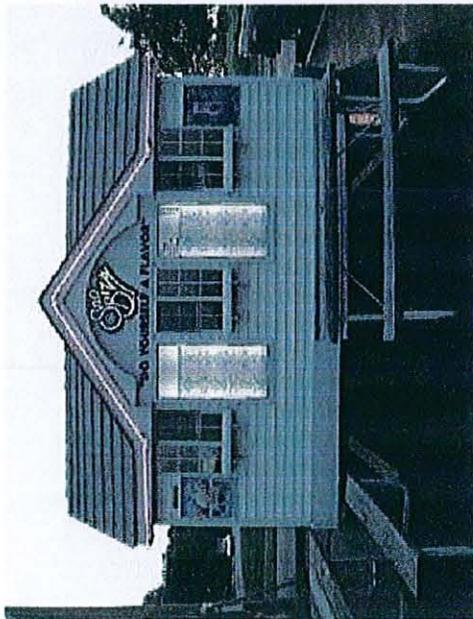


X MARKS THE PROPOSED SPOT

PROPOSED



ATTACHMENT



Wade's

Filling Station

HOT DOGS

BEEF SANDWICHES

City of Kenosha
City Clerk's Office/Public Works Dept.
625 52nd St.
Kenosha, WI 53140

January 11, 2012

RE: Letter of Intent and Application for Peddler Stand

Dear Sir or Madam:

I am enclosing a Proposal and Application for your review.

My Business is under the name of: Wade's Filling Station and is a Sole Proprietorship. My company is a Mobile Restaurant. I am an established fully licensed operation, licensed with the State of Wisconsin Health Department and hold a valid Food Management Certification. This is a fast food enterprise, primarily selling Hotdogs and Beef Sandwiches, Barbeque Pork Sandwiches and Brats. My business is fully insured and I work out of a state licensed commissary within the State of Wisconsin Health Department codes.

With my submittal of application, my intention is to utilize a space for our stand in the parking lot of the City's property on the NW side of the Southport Marine approximate in size of 15'x10' (one parking stall) as outlined in Attachment "A". This location puts the stand within the guidelines of the city ordinance, 13.035. My intention would be to have working hours of operation from 10:00 A.M. to 7:00 P.M. within the guidelines of the City's ordinance for Peddlers (Sec13.03), on a 6-day week schedule. My business would be functional on a monthly basis within the months of March 1st to November 15th within the calendar year, weather dependant of course. The unit would be removed daily and would not stay on site at night and would require an electrical hook up to one of your lamp poles or electrical boxes in the proximity of the proposed location. I would like to ask upon consideration of the planning council that they would allow me to keep the unit there overnight within the operational yearly term that I have outlined.

I am proposing a new concession trailer or a Modular unit built on wheels. Please see the attached pictures labeled Attachment "B". This would also be a benefit and an attraction to the area at the lakefront as well to promote the goodwill of the area adding the flair of a Hotdog Stand. I could be available for city events as well if you'd like.

Please feel free to contact me with any questions you may have relative to my Application.

Thank you,



Gary Doepgen
Wade's Filling Station

**STATE OF WISCONSIN
DEPARTMENT OF HEALTH SERVICES
Division of Public Health**

License, Permit or Registration

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Wisconsin statutes and is here by authorized to engage in the activity as indicated below.

ACTIVITY Mobile Service Base - Prepackaged		EXPIRATION DATE 30-Jun-2012	I.D. NUMBER RGON-8KTPBD
LICENSEE MAILING ADDRESS GARY DOEPGEN 1065 WHITE OAK DR UNION GROVE WI 53182	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS WADE'S FILLING STATION 1065 WHITE OAK DR UNION GROVE WI 53182	

All Permits expire on June 30th; it is the responsibility of the licensee to make sure all applicable fees are received by the department before July 15th or a late payment fee will be assessed.

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

DEPARTMENT OF HEALTH SERVICES
PO BOX 2659
MADISON, WI 53701-2659
Phone: (608) 266-2835

* Include the name of your facility and the ID number.

F-47216 (Rev. 01/10)



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

State of Wisconsin • DEPARTMENT OF REVENUE

REGISTRATION UNIT
 2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902
 PHONE: 608-266-2776 FAX: 608-261-6248
 EMAIL: sales10@revenue.wi.gov WEBSITE: www.revenue.wi.gov

GARY DOEPGEN
 1065 WHITE OAK DR
 UNION GROVE WI 53182-1290

Letter ID: L1186616768
 Batch Index: 1219490304-14

Wisconsin Department of Revenue

Seller's Permit

LEGAL/REAL NAME: GARY DOEPGEN
 BUSINESS NAME: WADE'S FILLING STATION
 1065 WHITE OAK DR
 UNION GROVE WI 53182-1290

The seller whose name appears above is authorized to engage in the business of selling tangible personal property and taxable services at the location shown. This permit is not transferable and is not valid at any other location. This permit must be conspicuously displayed at the place of business for which issued. Return this permit to the Department if you discontinue sales of taxable property and services at this location.

If your business is not operated from a fixed location, such as craft shows, flea markets, etc., this permit should be displayed or carried with you to the various events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1024694283-03

Type 85

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



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

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

1. Name Nicolas Nancy Mary Santiago
2. Address 4711-42nd AVE 53144
3. Drivers License Number S 532-5856-8604-00
4. Phone Number 262-658-4274
5. Number of dogs* 4 Number of cats 0 (limit of up to five (5) dogs, cats or combination thereof. *Working dogs such as service dogs, medical alert dogs and certified therapy dogs are not included in the pet limit calculation. However, they must remain licensed in the City.
6. Are there any working, service, medical alert or certified therapy dogs included in #5? If so, please attach accreditation. Check here if attached N/A
7. Attach proof of current dog and/or cat licenses. Check here if attached.
8. Do you currently have, or have you had within the past two (2) years, a conviction for animal cruelty, neglect or mistreatment of an animal? no yes
If yes, please explain _____

Signature of Applicant

12-30-11
Date

For Office Use Only

ajw 1/5/12
Clerk's Initials/Date Received

Date Granted by Licensing/Permit Committee

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 5, 2012	Item 6
By the City Plan Commission - To Create Subsection 18.02 m. of the Zoning Ordinance to Amend the Comprehensive Plan to remove a portion of 55th Street Future Right Of Way from the Official Map. (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 55th Street between 47th and 49th Avenue

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
- Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
- The attached Zoning Ordinance references a separate Resolution which identifies the Amendment to the City's Official Map and Land Use Plan in the Comprehensive Plan. The Amendment will remove 55th Street between 47th and 49th Avenue as a future street.

RECOMMENDATION:

For Commission review and recommendation.


Rich Schroeder Assistant City Planner
/u2/acct/cp/ckays/1CPC/2012/Jan5/fact-zo-1802m-55s.odt

Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 m. OF THE ZONING
ORDINANCE TO AMEND THE COMPREHENSIVE PLAN
TO REMOVE A PORTION OF 55TH STREET FUTURE RIGHT
OF WAY FROM THE OFFICIAL MAP**

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

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

Kenosha, Wisconsin, is hereby created as follows:

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

m. By Common Council Resolution _____ on file with the City Clerk.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

CITY PLAN COMMISSION RESOLUTION #01-12

By: City Plan Commission

**Amendment to "A Comprehensive Plan for the City of Kenosha: 2035"
(To Rescind Designation of 55th Street from 47th to 49th Avenue)**

WHEREAS, the City of Kenosha, pursuant to Section 62.23 of the Wisconsin Statutes, has established the City Plan Commission; and

WHEREAS, the Common Council adopted "A Comprehensive Plan for the City of Kenosha: 2035" on April 19, 2010, following extensive public participation; and

WHEREAS, a property owner has submitted a request to eliminate 55th Street as a future street from 47th to 49th Avenue, as mapped on the attached Supplement No. FS1-12 and on the Land Use Plan map adopted by the Common Council as part of the Comprehensive Plan; and

WHEREAS, the City Plan Commission finds that the Comprehensive Plan, with the proposed amendment, contains all of the required elements specified in Section 66.1001(2) of the Wisconsin Statutes and the Comprehensive Plan, with the proposed amendment, is internally consistent; and

WHEREAS, the City has duly noticed and will hold a public hearing on the proposed amendment, following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

NOW, THEREFORE BE IT RESOLVED that pursuant to Section 66.1001(4)(b), the City Plan Commission for the City of Kenosha, Wisconsin, hereby approves the amendment to "A Comprehensive Plan for the City of Kenosha: 2035" as shown on Supplement No. FS1-12.

BE IT FURTHER RESOLVED, that the City Plan Commission, for the City of Kenosha, Wisconsin, does hereby recommend that the Common Council enact a Zoning Ordinance adopting the Comprehensive Plan Amendment.

Adopted this ____ day of _____, 2012

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

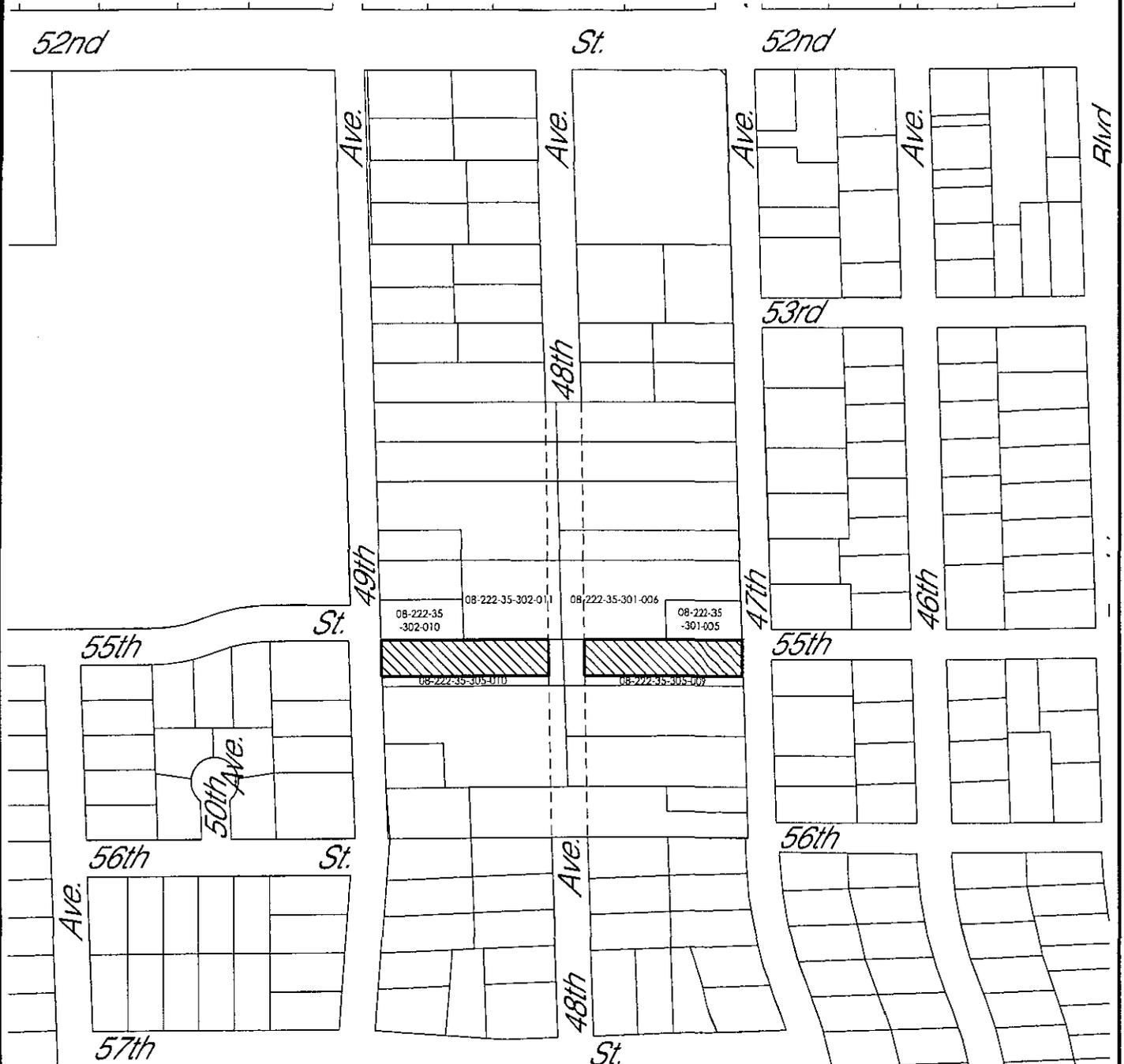
Mayor Keith Bosman, Chairman of City Plan Commission

DRAFTED BY: CITY DEVELOPMENT
/u2/acct/cp/ckays/1CPC/2012/Jan5/rescpc-off map-55s.odt

City of Kenosha

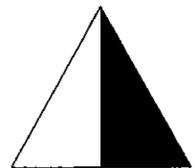
Official Map Amendment 55th Street from 47th to 49th Avenues

SUPPLEMENT NO. FSI-12
RESOLUTION NO. _____
LIS PENDENS _____
DOC. NO. _____



Future Street Requested to be Removed

NORTH



0 250'



City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 5, 2012	Item 9
By the City Plan Commission - To Create Subsection 18.02 n. of the Zoning Ordinance to Amend the Comprehensive Plan to Adopt a new Kenosha County Hazard Mitigation Plan Update: 2011 - 2015. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: N/A

NOTIFICATIONS/PROCEDURES:

This item requires Common Council approval.

ANALYSIS:

- The Common Council adopted a Comprehensive Plan for the City of Kenosha: 2035, on April 19, 2010.
- The State Statutes require the Common Council to adopt an Ordinance for any Amendments to the Comprehensive Plan.
- Chapter 6 of the Comprehensive Plan contains various plans and ordinances. The Kenosha County Hazard Mitigation Plan Update: 2011 - 2015 would be incorporated into the City Comprehensive Plan with the approval of this Ordinance.

RECOMMENDATION:

For Commission review and recommendation.



Rich Schroeder, Assistant City Planner
/u2/accl/cp/ckays/1CPC/2012/Jan5/fact-zo-1802n-haz plan-121511.odt

Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 n. OF THE ZONING
ORDINANCE TO AMEND THE COMPREHENSIVE
PLAN TO ADOPT A NEW KENOSHA COUNTY HAZARD
MITIGATION PLAN UPDATE: 2011-2015**

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

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

Kenosha, Wisconsin, is hereby created as follows:

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

n. By Common Council Resolution _____ on file with the City Clerk.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

CITY PLAN COMMISSION RESOLUTION # 02 - 12

By: City Plan Commission

**To Amend Chapter 6 entitled Existing Plans & Ordinances
for the Comprehensive Plan for the City of Kenosha: 2035
(Adoption of the Kenosha County Hazard Mitigation Plan Update: 2011 - 2015)**

WHEREAS, the City of Kenosha, pursuant to Section 62.23 of the Wisconsin Statutes, has established the City Plan Commission; and

WHEREAS, the Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* at their meeting on April 19, 2010, following extensive public participation; and

WHEREAS, the Southeastern Wisconsin Regional Planning Commission has prepared an update to the 2005 Kenosha Hazard Mitigation Plan as required by FEMA.

WHEREAS, the City Plan Commission finds that the Comprehensive Plan, with the proposed Amendment, contains all of the required elements specified in Section 66.1001(2) of the Wisconsin Statutes and the Comprehensive Plan, with the proposed Amendment, is internally consistent; and

WHEREAS, the City has duly noticed and will hold a public hearing on the proposed Amendment, following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

NOW, THEREFORE BE IT RESOLVED, that pursuant to Section 66.1001(4)(b), the City Plan Commission for the City of Kenosha, Wisconsin, hereby approves the Kenosha County Hazard Mitigation Plan Update: 2011 - 2015, dated June 2010.

Adopted this ____ day of _____, 2011

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

Mayor Keith Bosman, Chairman of City Plan Commission

DRAFTED BY: CITY ATTORNEY
ju2/acct/cp/ckays/1CPC/2012/Jan5/respcp-haz plan-121511.odt

Draft 9/12/11

SPONSOR: ALDERPERSON PATRICK JULIANA

Proposed amendments
by Sponsor 10/17/11

TO CREATE SECTION 1.06 A.A. OF THE CODE OF GENERAL ORDINANCES ENTITLED “ETHICS BOARD” AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES ENTITLED “CODE OF ETHICS”

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

Section One: SECTION 1.06 A.A. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

1.06 A.A. ETHICS BOARD.

1. Title. There is hereby created an Ethics Board.

2. Purpose. The purpose of the Ethics Board is to render advisory opinions regarding the application of the City of Kenosha Code of Ethics, receive and investigate verified complaints alleging violations of the Code of Ethics, conduct hearings concerning alleged violations of the Code of Ethics, and make written findings of fact conclusions of law, determinations and recommendations regarding violations of the Code of Ethics.

3. Members. There shall be five (5) members who are residents of the City, one of whom shall be an attorney licensed to practice law in this State. Members of the Ethics Board shall not be elected officials, persons appointed to elective office, full-time appointed officials, or City employees, nor shall they be currently serving on any other City Board, Commission or Authority. All members shall be appointed by the Mayor and confirmed by the Common Council.

4. Term. The term of members shall be five (5) years, which shall be staggered by creating initial terms for a period of one (1), two (2), three (3), four (4) and five (5) years, respectively.

5. Officers. The Board shall elect a chairperson and a vice-chairperson from among its members at its initial meeting and annually at its first meeting of each calendar year.

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

7. Duties. The Board shall have the duties specified in Chapter 30 of the Code of General Ordinances as may be amended from time to time.

Section Two: Sections 30.08 through 30.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby repealed.

Section Three: Sections 30.08 through 30.20 of Chapter XXX of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

30.08 ADMINISTRATION AND ENFORCEMENT

Except as otherwise provided in this Chapter, the Code of Ethics shall be administered and enforced by the Ethics Board.

30.09 ADVISORY OPINIONS

Any covered person or the Office of the City Attorney may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter or matters to which the covered person is or may become a party. Any appointing officer, with the consent of the prospective appointee, may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The Ethics Board shall review a written request for an advisory opinion and advise the person making the request. Advisory opinions of the Ethics Board shall be in writing. It shall be prima facie evidence of intent to comply with the Code of Ethics when a person making a written request for an advisory opinion abides by the advisory opinion of the Ethics Board provided the material facts are as stated in the advisory opinion request.

The identity of the person requesting the written advisory opinion, the request for an advisory opinion, any documents or records obtained or filed in connection with the request for an advisory opinion and any written advisory opinion of the Ethics Board shall not be made public and shall be closed in whole to public inspection unless the individual requesting the advisory opinion consents in writing to make public the individual's identity, the request, documents, records and/or advisory opinion. Meetings of the Ethics Board at which deliberations and actions are taken in connection with a written request for an advisory opinion shall not be open to the public. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion, documents or records obtained or prepared by the Ethics Board, including the Ethics Board advisory opinion, in connection with the request for an advisory opinion. Notwithstanding the foregoing, the Ethics Board may, but is not obligated to, make public a summary of an advisory opinion after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion.

30.10 COMPLAINTS

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

B. Sufficiency of Complaints. Within ten (10) working days of the receipt of the verified complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

If the Ethics Board determines that the verified complaint alleges facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall conduct an investigation. The Ethics Board shall authorize any investigation by a motion which shall state the nature and purpose of the investigation and the actions or activities to be investigated. Upon adoption of a motion, the Ethics Board shall notify each accused covered person who is

the subject of the investigation. Within ten (10) working days of the adoption of the motion, the Ethics Board shall forward by regular mail a copy of the motion to each accused covered person identified in the motion together with a notice informing the accused covered person that he or she is the subject of the investigation together with a general statement of the applicable provisions of the Code of Ethics involved in the investigation. Service of the notice is complete upon mailing.

If during the course of an investigation, the Ethics Board finds probable cause to believe that a violation of the Code of Ethics other than one contained in the verified complaint has occurred, the Ethics Board may amend the complaint upon its own motion to include such violations and to conduct an investigation. Within ten (10) working days of the adoption of the motion amending the complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the motion, the amended complaint and a general statement of the applicable provisions of the Code of Ethics involved in the amended complaint and investigation. Service is complete upon mailing.

C. Limitations. No action may be taken by the Ethics Board on any complaint which is filed with the Ethics Board later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

30.11 POWERS

Pursuant to any investigation or hearing conducted under this Chapter, the Ethics Board has the power to:

A. Require any person to submit in writing such reports, documents, information and answers to questions in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe, such submission to be made within such period and under oath or otherwise as the Ethics Board may determine.

B. Require all persons who are the subject of the investigation or hearing to execute releases, authorizations and/or waivers to permit the Ethics Board to obtain information and documents in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe.

C. Administer oaths and issue subpoenas signed by the chairperson, or vice-chairperson in the absence of the chairperson, compelling the attendance and testimony of individuals and the production of any documentary evidence relating to the investigation or hearing being conducted.

D. Request and obtain from the Wisconsin Department of Revenue copies of state income tax returns and access to other appropriate information under Section 71.78 Wis. Stats. regarding all persons who are the subject of the investigation or hearing.

E. Retain the services of a court reporter, investigator, outside legal counsel, or other experts and staff as may be necessary from time to time in the administration of this Chapter.

30.12 PROBABLE CAUSE OF VIOLATION

Upon conclusion of the investigation, the Ethics Board shall make a determination of whether or not probable cause exists to believe that a violation of the Code of Ethics has occurred. If the Ethics Board determines that no probable cause exists, the Ethics Board shall send written notice of such determination to the accused covered person and the complainant as soon as practicable. If the Ethics Board determines that there is probable cause to believe that a violation of the Code of Ethics has occurred, the Ethics Board shall issue written findings of fact and conclusions setting forth the basis for the probable cause finding which may also contain a referral to the district attorney recommending further investigation and possible prosecution and /or an order

setting a date for a hearing to determine whether a violation of the Code of Ethics has occurred. The notice of hearing, probable cause findings and conclusions and a copy of the complaint shall be served upon the accused covered person. The hearing shall be held within forty-five (45) days after the date it is ordered unless the accused covered person petitions for and the Ethics Board consents to a later date. The Board of Ethics shall provide the accused covered person or his or her counsel exculpatory evidence in the possession of the Ethics Board.

30.13 INVESTIGATION AND HEARING PROCEDURE

The Ethics Board shall have the power to adopt by-laws and rules of procedure, including those related to the manner of conducting investigations and hearings. Any hearing before the Ethics Board shall be presided over by the chairperson or vice-chairperson in the absence of the chairperson. The Ethics Board may retain counsel and other experts and staff as needed in accordance with its by-laws to assist and advise the Ethics Board. The accused covered person may be represented by counsel. The accused covered person may present evidence, call and examine witnesses and cross-examine any witnesses called. All witnesses shall be sworn and all testimony shall be recorded by a court reporter. Upon request the Ethics Board shall issue subpoenas to compel the attendance of witnesses. The formal rules of evidence will not apply although basic principles of relevance, materiality, hearsay and probative value will be observed. The Ethics Board shall not find a violation of the Code of Ethics except upon a preponderance of the evidence admitted at the hearing. The hearing shall be conducted in closed session unless the accused covered person requests in writing that the hearing be open to the public.

30.14 DETERMINATIONS

Deliberations of the Ethics Board during or following a hearing shall be in closed session. Unless otherwise extended, within forty-five (45) days following the conclusion of the hearing, the Ethics Board shall issue written findings, determinations, ~~orders~~ and recommendations. If the Ethics Board determines that no violation of the Code of Ethics occurred, the Ethics Board shall as soon as practicable send written notice of such determination to the accused covered person and the complainant. If the Ethics Board determines that a violation of the Code of Ethics has occurred, the findings and determinations may contain one or more of the following ~~orders or~~ recommendations:

~~A. In the case of a covered person who is a City officer as defined by Wisconsin Statute a recommendation that the City officer be reprimanded, censured, suspended or removed from office. The recommendation shall be made to the appropriate disciplinary authority who may reprimand, censure, suspend or remove the City officer from office.~~

~~B. In the case of a covered person who is a City employee a recommendation that the City employee be discipline or discharged. The recommendation shall be made to the appropriate disciplinary authority.~~

~~C. An order requiring the covered person to conform his or her conduct to the Code of Ethics.~~

~~D. A recommendation that the City Attorney commence a civil forfeiture action in Municipal Court for a violation of the Code of Ethics.~~

~~E. A recommendation that the district attorney investigate and/or prosecute.~~

~~Notwithstanding the foregoing, no covered person subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.~~

A. In the case of a covered person who is a City elected official a recommendation to the Common Council that:

- 1. the elected official be required to conform his or her conduct to the Code of Ethics,**

2. the City Attorney commence a civil forfeiture action in Municipal Court against the elected official for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the elected official for a violation of the Code of Ethics, or
4. the elected official be sanctioned, reprimanded, censured, suspended or removed from office.

B. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council a recommendation to the Common Council that:

1. the appointed person be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the appointed person for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the appointed person for a violation of the Code of Ethics, or
4. the appointed person be sanctioned, reprimanded, censured, suspended or removed from the City board, commission, authority or committee.

C. In the case of a covered person who is a City employee a recommendation to the Civil Service Commission or the Board of Police and Fire Commissioners, as appropriate, that:

1. the employee be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the employee for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the employee for a violation of the Code of Ethics, or
4. the employee be disciplined or discharged from employment. Notwithstanding the foregoing, no employee subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.

30.15 REIMBURSEMENT OF LEGAL EXPENSES

In the event a complaint against an accused covered person is dismissed in its entirety the Ethics Board, the accused covered person shall be paid by the City for the reasonable cost of the defense upon assigning to the City any cause of action to recover the legal expenses incurred by the accused covered person from the complainant. The City in its discretion may pursue such assigned cause of action to recover the legal expenses from the complainant where the complaint has been dismissed in its entirety by the Ethics Board.

30.16 PUBLIC INSPECTION OF RECORDS

Except as provided in this Section, all records in the possession of the Ethics Board shall be open to public inspection at all reasonable times. The following records in the possession of the Ethics Board are not open to public inspection:

A. Records obtained in connection with a request for an advisory opinion other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions. The Ethics Board may however, make such records public with the consent of the person requesting the advisory opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and of any record obtained or prepared by the Ethics Board, including the advisory opinion, in connection with the request for an advisory opinion.

B. Records obtained or prepared by the Ethics Board in connection with an investigation, except that the Ethics Board shall permit inspection of records that are made public in the course of a hearing by the Ethics Board to determine if a violation of the Code of Ethics has occurred. Whenever the Ethics Board refers investigation and hearing records to the appropriate disciplinary authority under Section 30.14 the records may be made public

in the course of prosecution initiated under this Ordinance.

30.17 FAILURE TO COOPERATE

The failure of any accused covered person to cooperate with the Ethics Board in the investigation, hearing and disposition of complaints filed under this Ordinance shall be deemed a violation of the Code of Ethics subject to enforcement as provided in this Ordinance.

30.18 SEVERABILITY

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, as finally determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

30.19 PENALTY

In addition to any other action, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including actual reasonable attorney fees and expenses, and in the event of failure to make timely payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

TO CREATE SECTION 1.06 A.A. OF THE CODE OF GENERAL ORDINANCES ENTITLED “ETHICS BOARD” AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES ENTITLED “CODE OF ETHICS”

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

Section One: SECTION 1.06 A.A. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

1.06 A.A. ETHICS BOARD.

1. Title. There is hereby created an Ethics Board.

2. Purpose. The purpose of the Ethics Board is to render advisory opinions regarding the application of the City of Kenosha Code of Ethics, receive and investigate verified complaints alleging violations of the Code of Ethics, conduct hearings concerning alleged violations of the Code of Ethics, and make written findings of fact conclusions of law, determinations and recommendations regarding violations of the Code of Ethics.

3. Members. There shall be five (5) members who are residents of the City, one of whom shall be an attorney licensed to practice law in this State. Members of the Ethics Board shall not be elected officials, persons appointed to elective office, full-time appointed officials, or City employees, nor shall they be currently serving on any other City Board, Commission or Authority. All members shall be appointed by the Mayor and confirmed by the Common Council.

4. Term. The term of members shall be five (5) years, which shall be staggered by creating initial terms for a period of one (1), two (2), three (3), four (4) and five (5) years, respectively.

5. Officers. The Board shall elect a chairperson and a vice-chairperson from among its members at its initial meeting and annually at its first meeting of each calendar year.

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

7. Duties. The Board shall have the duties specified in Chapter 30 of the Code of General Ordinances as may be amended from time to time.

Section Two: Sections 30.08 through 30.13 of the Code of General Ordinances for

the City of Kenosha, Wisconsin are hereby repealed.

Section Three: Sections 30.08 through 30.20 of Chapter XXX of the Code of General

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

30.08 ADMINISTRATION AND ENFORCEMENT

Except as otherwise provided in this Chapter, the Code of Ethics shall be administered and enforced by the Ethics Board.

30.09 ADVISORY OPINIONS

Any covered person or the Office of the City Attorney may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter or matters to which the covered person is or may become a party. Any appointing officer, with the consent of the prospective appointee, may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The Ethics Board shall review a written request for an advisory opinion and advise the person making the request. Advisory opinions of the Ethics Board shall be in writing. It shall be prima facie evidence of intent to comply with the Code of Ethics when a person making a written request for an advisory opinion abides by the advisory opinion of the Ethics Board provided the material facts are as stated in the advisory opinion request.

The identity of the person requesting the written advisory opinion, the request for an advisory opinion, any documents or records obtained or filed in connection with the request for an advisory opinion and any written advisory opinion of the Ethics Board shall not be made public and shall be closed in whole to public inspection unless the individual requesting the advisory opinion consents in writing to make public the individual's identity, the request, documents, records and/or advisory opinion. Meetings of the Ethics Board at which deliberations and actions are taken in connection with a written request for an advisory opinion shall not be open to the public. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion, documents or records obtained or prepared by the Ethics Board, including the Ethics Board advisory opinion, in connection with the request for an advisory opinion. Notwithstanding the foregoing, the Ethics Board may, but is not obligated to, make public a summary of an advisory opinion after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion.

30.10 COMPLAINTS

A. Filing of Complaints. Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

B. Sufficiency of Complaints. Within ten (10) working days of the receipt of the verified complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

If the Ethics Board determines that the verified complaint alleges facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall conduct an investigation. The Ethics Board shall authorize any investigation by a motion which shall state the nature and purpose of the investigation and the actions or activities to be investigated. Upon adoption of a motion, the Ethics Board shall notify each accused covered person who is the subject of the investigation. Within ten (10) working days of the adoption of the motion, the Ethics Board shall

forward by regular mail a copy of the motion to each accused covered person identified in the motion together with a notice informing the accused covered person that he or she is the subject of the investigation together with a general statement of the applicable provisions of the Code of Ethics involved in the investigation. Service of the notice is complete upon mailing.

If during the course of an investigation, the Ethics Board finds probable cause to believe that a violation of the Code of Ethics other than one contained in the verified complaint has occurred, the Ethics Board may amend the complaint upon its own motion to include such violations and to conduct an investigation. Within ten (10) working days of the adoption of the motion amending the complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the motion, the amended complaint and a general statement of the applicable provisions of the Code of Ethics involved in the amended complaint and investigation. Service is complete upon mailing.

C. Limitations. No action may be taken by the Ethics Board on any complaint which is filed with the Ethics Board later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

30.11 POWERS

Pursuant to any investigation or hearing conducted under this Chapter, the Ethics Board has the power to:

A. Require any person to submit in writing such reports, documents, information and answers to questions in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe, such submission to be made within such period and under oath or otherwise as the Ethics Board may determine.

B. Require all persons who are the subject of the investigation or hearing to execute releases, authorizations and/or waivers to permit the Ethics Board to obtain information and documents in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe.

C. Administer oaths and issue subpoenas signed by the chairperson, or vice-chairperson in the absence of the chairperson, compelling the attendance and testimony of individuals and the production of any documentary evidence relating to the investigation or hearing being conducted.

D. Request and obtain from the Wisconsin Department of Revenue copies of state income tax returns and access to other appropriate information under Section 71.78 Wis. Stats. regarding all persons who are the subject of the investigation or hearing.

E. Retain the services of a court reporter, investigator, outside legal counsel, or other experts and staff as may be necessary from time to time in the administration of this Chapter.

30.12 PROBABLE CAUSE OF VIOLATION

Upon conclusion of the investigation, the Ethics Board shall make a determination of whether or not probable cause exists to believe that a violation of the Code of Ethics has occurred. If the Ethics Board determines that no probable cause exists, the Ethics Board shall send written notice of such determination to the accused covered person and the complainant as soon as practicable. If the Ethics Board determines that there is probable cause to believe that a violation of the Code of Ethics has occurred, the Ethics Board shall issue written findings of fact and conclusions setting forth the basis for the probable cause finding which may also contain a referral to the district attorney recommending further investigation and possible prosecution and /or an order setting a date for a hearing to determine whether a violation of the Code of Ethics has occurred. The notice of

hearing, probable cause findings and conclusions and a copy of the complaint shall be served upon the accused covered person. The hearing shall be held within forty-five (45) days after the date it is ordered unless the accused covered person petitions for and the Ethics Board consents to a later date. The Board of Ethics shall provide the accused covered person or his or her counsel exculpatory evidence in the possession of the Ethics Board.

30.13 INVESTIGATION AND HEARING PROCEDURE

The Ethics Board shall have the power to adopt by-laws and rules of procedure, including those related to the manner of conducting investigations and hearings. Any hearing before the Ethics Board shall be presided over by the chairperson or vice-chairperson in the absence of the chairperson. The Ethics Board may retain counsel and other experts and staff as needed in accordance with its by-laws to assist and advise the Ethics Board. The accused covered person may be represented by counsel. The accused covered person may present evidence, call and examine witnesses and cross-examine any witnesses called. All witnesses shall be sworn and all testimony shall be recorded by a court reporter. Upon request the Ethics Board shall issue subpoenas to compel the attendance of witnesses. The formal rules of evidence will not apply although basic principles of relevance, materiality, hearsay and probative value will be observed. The Ethics Board shall not find a violation of the Code of Ethics except upon a preponderance of the evidence admitted at the hearing. The hearing shall be conducted in closed session unless the accused covered person requests in writing that the hearing be open to the public.

30.14 DETERMINATIONS

Deliberations of the Ethics Board during or following a hearing shall be in closed session. Unless otherwise extended, within forty-five (45) days following the conclusion of the hearing, the Ethics Board shall issue written findings, determinations and recommendations. If the Ethics Board determines that no violation of the Code of Ethics occurred, the Ethics Board shall as soon as practicable send written notice of such determination to the accused covered person and the complainant. If the Ethics Board determines that a violation of the Code of Ethics has occurred, the findings and determinations may contain one or more of the following recommendations:

A. In the case of a covered person who is a City elected official a recommendation to the Common Council that:

1. the elected official be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the elected official for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the elected official for a violation of the Code of Ethics, or
4. the elected official be sanctioned, reprimanded, censured, suspended or removed from office.

B. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council a recommendation to the Common Council that:

1. the appointed person be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the appointed person for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the appointed person for a violation of the Code of Ethics, or
4. the appointed person be sanctioned, reprimanded, censured, suspended or removed from the City board, commission, authority or committee.

C. In the case of a covered person who is a City employee a recommendation to the Civil Service Commission or the Board of Police and Fire Commissioners, as appropriate, that:

1. the employee be required to conform his or her conduct to the Code of Ethics,

2. the City Attorney commence a civil forfeiture action in Municipal Court against the employee for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the employee for a violation of the Code of Ethics, or
4. the employee be disciplined or discharged from employment. Notwithstanding the foregoing, no employee subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.

30.15 REIMBURSEMENT OF LEGAL EXPENSES

In the event a complaint against an accused covered person is dismissed in its entirety the Ethics Board, the accused covered person shall be paid by the City for the reasonable cost of the defense upon assigning to the City any cause of action to recover the legal expenses incurred by the accused covered person from the complainant. The City in its discretion may pursue such assigned cause of action to recover the legal expenses from the complainant where the complaint has been dismissed in its entirety by the Ethics Board.

30.16 PUBLIC INSPECTION OF RECORDS

Except as provided in this Section, all records in the possession of the Ethics Board shall be open to public inspection at all reasonable times. The following records in the possession of the Ethics Board are not open to public inspection:

A. Records obtained in connection with a request for an advisory opinion other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions. The Ethics Board may however, make such records public with the consent of the person requesting the advisory opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and of any record obtained or prepared by the Ethics Board, including the advisory opinion, in connection with the request for an advisory opinion.

B. Records obtained or prepared by the Ethics Board in connection with an investigation, except that the Ethics Board shall permit inspection of records that are made public in the course of a hearing by the Ethics Board to determine if a violation of the Code of Ethics has occurred. Whenever the Ethics Board refers investigation and hearing records to the appropriate disciplinary authority under Section 30.14 the records may be made public in the course of prosecution initiated under this Ordinance.

30.17 FAILURE TO COOPERATE

The failure of any accused covered person to cooperate with the Ethics Board in the investigation, hearing and disposition of complaints filed under this Ordinance shall be deemed a violation of the Code of Ethics subject to enforcement as provided in this Ordinance.

30.18 SEVERABILITY

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, as finally determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

30.19 PENALTY

In addition to any other action, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including actual reasonable attorney fees and expenses, and in the event of failure to make timely

payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 5, 2012	Item 3
By Alderperson David Bogdala: To Amend various Sections of the Zoning Ordinance regarding "Crop Production as a Conditional Use", To Amend Section 12 B. entitled " Specific Words and Phrases", To Amend Tables 4.01, Group 1, Group 2, Group 3 and To Create Section 4.06 D.16 entitled "Crop Production in a Residential, Business, Manufacturing or Industrial District". PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City - Wide

NOTIFICATIONS/PROCEDURES:

Alderman Bogdala, the Ordinance Sponsor, has been notified. This item will require final approval by the Common Council.

ANALYSIS:

- In January, the City Plan Commission reviewed a Crop Production Ordinance sponsored by the Mayor, which would make crop production a permitted use, provided it occurred on a parcel or contiguous group of parcels under the same ownership that totaled ten (10) acres. The City Plan Commission denied the Ordinance and the Mayor withdrew his sponsorship.
- The attached Ordinance would make crop production a Conditional Use in the Residential, (except for RR-3 and RS-1 where agriculture is currently permitted) Business and Manufacturing Zoning Districts.
- The Common Council would be the designated review authority.
- There would be no minimum lot size for crop production. Section 20 of the Ordinance defines crop production.
- The Ordinance was drafted by the City Attorney's Office.
- This item was deferred at the November 10, 2011 City Plan Commission meeting.

RECOMMENDATION:

For Commission review and recommendation.



Rich Schroeder, Assistant City Planner
/u2/acct/cp/ckays/1CPC/2012/Jan5/fact-zo-crop.odt

Jeffrey B. Labahn, Director of City Development

DRAFT 09/23/11
11/04/11

SPONSOR: ALDERPERSON DAVID BOGDALA

TO AMEND VARIOUS SECTIONS OF THE ZONING ORDINANCE REGARDING “CROP PRODUCTION AS A CONDITIONAL USE”, TO AMEND SECTION 12 B. ENTITLED “ SPECIFIC WORDS AND PHRASES”, TO AMEND TABLES 4.01 GROUP 1, GROUP 2, GROUP 3, AND TO CREATE SECTION 4.06 D.16 ENTITLED “CROP PRODUCTION IN A RESIDENTIAL, BUSINESS, MANUFACTURING OR INDUSTRIAL DISTRICT”

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

Section One: Section **3.031 RR-1 RURAL SINGLE-FAMILY RESIDENTIAL**

DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.6. Crop Production.

Section Two: Section **3.032 RR-2 SUBURBAN SINGLE-FAMILY RESIDENTIAL**

DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.5. Crop Production.

Section Three: Section **3.05 RS-2 SINGLE-FAMILY RESIDENTIAL DISTRICT** of

the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 6. Crop Production.

Section Four: Section **3.06 RS-3 SINGLE-FAMILY RESIDENTIAL DISTRICT** of

the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 7. Crop Production.

Section Five: Section **3.07 RD TWO-FAMILY RESIDENTIAL DISTRICT** of the

Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 7. Crop Production.

Section Six: Section **3.08 RG-1 GENERAL RESIDENTIAL DISTRICT** of the

Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.7. Crop Production.

Section Seven: Section **3.09 RG-2 GENERAL RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 10. Crop Production.

Section Eight: Section **3.10 RM-1 MULTIPLE-FAMILY RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 10. Crop Production.

Section Nine: Section **3.11 RM-2 MULTIPLE-FAMILY RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 10. Crop Production.

Section Ten: Section **3.115 RM-3 ELDERLY AND HANDICAPPED HOUSING DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 8. Crop Production.

Section Eleven: Section **3.13 B-1 NEIGHBORHOOD BUSINESS DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 7. Crop Production.

Section Twelve: Section **3.14 B-2 COMMUNITY BUSINESS DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 23. Crop Production.

Section Thirteen: Section **3.15 B-3 CENTRAL BUSINESS DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 18. Crop Production.

Section Fourteen: Section **3.155 B-4 MIXED-USE DISTRICT** of the Zoning

Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

B.6. Crop Production.

Section Fifteen: Section 3.17 M-1 LIGHT MANUFACTURING DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 9. Crop Production.

Section Sixteen: Section 3.18 M-2 HEAVY MANUFACTURING DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 38 Crop Production

Section Seventeen: Section 3.31 TRD-1 TRADITIONAL SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.6. Crop Production.

Section Eighteen: Section 3.32 TRD-2 TRADITIONAL MULTIPLE FAMILY RESIDENTIAL DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.7. Crop Production.

Section Nineteen: Definition of "Agriculture" in Section 12. B of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby amended as follows:

Agriculture. The use of land for agricultural purposes, including farming, crop production, pasturage, horticulture, floriculture, viticulture, and the necessary accessory uses for packing, treating, or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities.

Section Twenty: Definition of "Crop Production" in Section 12.B of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby created as follows:

Crop Production. On a single tract of land comprising of one or more contiguous tax parcels under the same ownership engaging in activities included in subsector 111 Crop Production, set forth in the North American Industry Classification System (NAICS), United States, 1997, published by the executive office of the president, U.S. office of management and budget, as reproduced in full in the Wisconsin Property Assessment Manual; the prior provision notwithstanding, the term Crop Production does not include growing short rotation woody trees with a growing and harvesting cycle of ten (10) years or less for pulp or tree stock under NAICS

industry 111421.

Section Twenty-One: Table 4.01 of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby amended by adding the following definition as follows:

Table 4.01 Group 1 - Residential Conditional Uses, add the following:

Crop Production.....CC

Table 4.01 Group 2 - Business Conditional Uses, add the following:

Crop Production in the B-1, B-2, B-3 and B-4 Districts.....CC

Table 4.01 Group 3 – Manufacturing Uses, add the following:

Crop Production.....CC

Section Twenty-Two: Section 4.06 D. 16 of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby created as follows:

16. Crop Production in a Residential, Business, Manufacturing or Industrial District:

- a. Building Plan as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.
- b. Site Plan as required in Sections 4.05 C and 14.07 C. of the Zoning Ordinance.
- c. Drainage Plan as required in Sections 4.05 E. and 14.07 F. of the Zoning ordinance.
- d. Landscape Plan as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.
- e. Utility Plan as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.
- f. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ZONING ORDINANCE NO. _____

SPONSOR: ALDERPERSON DAVID BOGDALA

TO AMEND VARIOUS SECTIONS OF THE ZONING ORDINANCE REGARDING "CROP PRODUCTION AS A CONDITIONAL USE", TO AMEND SECTION 12 B. ENTITLED "SPECIFIC WORDS AND PHRASES", TO AMEND TABLES 4.01, GROUP 1, GROUP 2, GROUP 3 AND TO CREATE SECTION 4.06 D.16 ENTITLED "CROP PRODUCTION" IN A RESIDENTIAL, BUSINESS, MANUFACTURING OR INDUSTRIAL DISTRICT"

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

Section One: Section 3.031 RR-1 RURAL SINGLE-FAMILY RESIDENTIAL

DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.6. Crop Production.

Section Two: Section 3.032 RR-2 SUBURBAN SINGLE-FAMILY RESIDENTIAL

DISTRICT of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.5. Crop Production.

Section Three: Section 3.05 RS-2 SINGLE-FAMILY RESIDENTIAL DISTRICT of

the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 6. Crop Production.

Section Four: Section 3.06 RS-3 SINGLE-FAMILY RESIDENTIAL DISTRICT of

the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 7. Crop Production.

Section Five: Section 3.07 RD TWO-FAMILY RESIDENTIAL DISTRICT of the

Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 7. Crop Production.

Section Six: Section 3.08 RG-1 GENERAL RESIDENTIAL DISTRICT of the

Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.7. Crop Production.

Section Seven: Section **3.09 RG-2 GENERAL RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 10. Crop Production.

Section Eight: Section **3.10 RM-1 MULTIPLE-FAMILY RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 10. Crop Production.

Section Nine: Section **3.11 RM-2 MULTIPLE-FAMILY RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 10 . Crop Production.

Section Ten: Section **3.115 RM-3 ELDERLY AND HANDICAPPED HOUSING DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 8. Crop Production.

Section Eleven: Section **3.13 B-1 NEIGHBORHOOD BUSINESS DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 7. Crop Production.

Section Twelve: Section **3.14 B-2 COMMUNITY BUSINESS DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 23. Crop Production.

Section Thirteen: Section **3.15 B-3 CENTRAL BUSINESS DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 18. Crop Production.

Section Fourteen: Section **3.155 B-4 MIXED-USE DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

B.6. Crop Production.

Section Fifteen: Section **3.17 M-1 LIGHT MANUFACTURING DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 9. Crop Production.

Section Sixteen: Section **3.18 M-2 HEAVY MANUFACTURING DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C. 38 Crop Production

Section Seventeen: Section **3.31 TRD-1 TRADITIONAL SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.6. Crop Production.

Section Eighteen: Section **3.32 TRD-2 TRADITIONAL MULTIPLE FAMILY RESIDENTIAL DISTRICT** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended to include the following:

C.7. Crop Production.

Section Nineteen: Definition of “**Agriculture**” in Section **12.B** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby amended as follows:

Agriculture. The use of land for agricultural purposes, including farming, crop production, pasturage, horticulture, floriculture, viticulture, and the necessary accessory uses for packing, treating, or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities.

Section Twenty: Definition of “**Crop Production**” in Section **12. B** of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby created as follows:

Crop Production. On a single tract of land comprising of one or more contiguous tax parcels under the same ownership engaging in activities included in subsector 111 Crop Production, set forth in the North American Industry Classification System (NAICS), United States, 1997, published by the executive office of the president, U.S. office of management and budget, as reproduced in full in the Wisconsin Property Assessment Manual; the prior provision notwithstanding, the term Crop Production does not include growing short rotation woody trees with a growing and harvesting cycle of ten (10) years or less for pulp or tree stock under NAICS industry 111421.

Section Twenty-One: Table 4.01 of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby amended by adding the following definition as follows:

Table 4.01 Group 1 - Residential Conditional Uses, add the following:

Crop Production.....CC

Table 4.01 Group 2 - Business Conditional Uses, add the following:

Crop Production in the B-1, B-2, B-3 and B-4 Districts.....CC

Table 4.01 Group 3 – Manufacturing Uses, add the following:

Crop Production.....CC

Section Twenty-Two: Section 4.06 D. 16 of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

16. Crop Production in a Residential, Business, Manufacturing or Industrial District:

- a. **Building Plan** as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.
- b. **Site Plan** as required in Sections 4.05 C and 14.07 C. of the Zoning Ordinance.
- c. **Drainage Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning ordinance.
- d. **Landscape Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.
- e. **Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.
- f. **Other issues** which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.

Section Twenty-Three: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 5, 2012	Item 10
Petition to rezone property located at 1613 Washington Road from RG-1 General Residential to IP Institutional Park in conformance with Section 10.05 of the Zoning Ordinance. (Zerovec Properties, LLC) (District #6) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 1613 Washington Road
Neighborhood: Washington

Vicinity Zoning/Land Use

North: IP, RS-3/Mixed Residential
South: RG-1, FW/Mixed Residential, Park
East: M-1/Time Warner Cable
West: FW, IP/Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Ohnstad, has been notified. The Common Council is the final review authority. Property owners within 100 feet of the proposed rezoning were also notified.

ANALYSIS:

- The owner of the property has requested to rezone the property from RG-1 General Residential District to IP Institutional Park District. The purpose of the rezoning is to allow AT&T to purchase the property, deed it to the City for parkland and construct a communication tower on the south end of the site.
- Rezoning of the property to IP Institutional Park is in conformance with the adopted *Comprehensive Plan for the City of Kenosha: 2035*, which lists this site as *Parks and Recreation*. An Amendment to that Plan is not required for the City to approve the rezoning.
- The development of the property will have to be consistent with all City, State and Federal Ordinances and regulations. The approval of the communications tower requires a Conditional Use Permit at a Staff level review. A copy of the plans has been attached for reference.
- The rezoning is in accordance with Section 10.05 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the rezoning.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2012/Jan5/fact-rezone-zerovec.odt



Jeffrey B. Labahn, Director of City Development

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: To Rezone Property Located at 1613 Washington Road from RG-1 General Residential to IP Institutional Park in Conformance with Section 10.05 of the Zoning Ordinance. (Zerovec Properties, LLC) (District #6)

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

Section One: That the land shown on the attached Supplement Map No. Z1-12 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, which plan was submitted by the property owner/developer, considered by the City Plan Commission on the 5th day of January, 2012, and is on file with the Department of Community Development and Inspections, as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

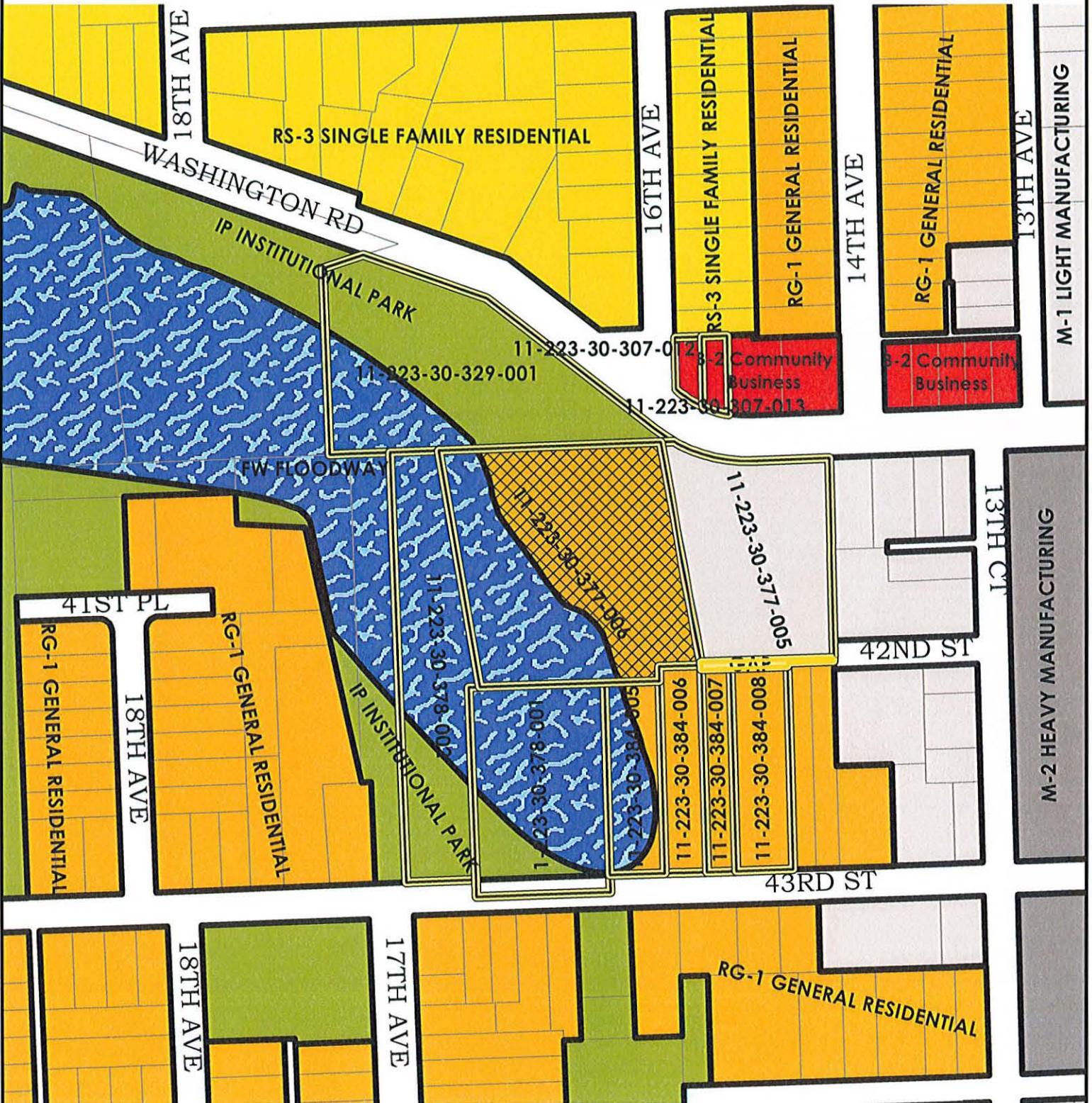
City of Kenosha

District Map
Rezoning

Supplement No. 21-12

Ordinance No. _____

Zerovec Properties, LLC petition



Property requested to be rezoned from:



RG-1 General Residential to
IP Institutional Park



0 50 100 150 200 Feet

Common Council Agenda Item G2

DCD - City Plan Division - JBL - BRW - 21 December, 2011 - mc

City of Kenosha
Land Use Map
Zerovec Properties, LLC Rezoning



Property requested to be rezoned



0 50 100 150 200 Feet

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

December 19, 2011

Notice of Public Hearing

Rezoning of property located at 1613 Washington Road (Zerovec Properties, LLC)

The City Plan Commission will hold a public hearing on a petition submitted by Shane Begley, Agent, to rezone the property at 1613 Washington Road. The proposed rezoning would amend the zoning on the property from RG-1 General Residential to IP Institutional Park. The rezoning request is to allow for AT&T to purchase the property and construct a communications tower on the site. The proposal is for AT&T to deed the property to the City for park purposes.

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

Thursday, January 5, 2012 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140

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

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, February 6, 2012 at 7:00 p.m. in Room 200 of the Municipal Building.

Additional information regarding this petition is on file with the Department of City Development in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4049.

BW:kas
Enclosure

The Honorable Mayor
And Members of the Common Council
Kenosha, WI

Dear Members of the Common Council;

It is requested that my property located at 1613 Washington Road, Kenosha be rezoned from Residential to IP. The purpose of the rezoning is to permit the sale of the land to AT&T who is purchasing the land for construction of a communications facility. The Land is being given to the City of Kenosha as cell towers can only be built on City property and the City will then lease this property back to AT&T. This rezoning is to be contingent upon the closing of the transaction with AT&T and Zerovec.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plan submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Shane Begley at 14114 S. Country Circle Gordon, WI 54838. Shane Begley is authorized agent in this matter and can be reached at 715-816-4676 if there are any questions regarding my request for the rezoning.

Sincerely,



Gary A. Zerovec

**SECTION 9
REZONING**

Additional Information Required:	Current Zoning District: <u>Residential</u>
	Proposed Zoning District: <u>IP</u>
	Proposed Type of Rezoning: (Check all applicable) <input checked="" type="checkbox"/> Single-family Residential <input checked="" type="checkbox"/> Two-family Residential <input type="checkbox"/> Multi-family Residential (3 or more units) <input checked="" type="checkbox"/> Institutional, Commercial or Industrial
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition. ➤ Building and Site Development Plans as indicated below.
Fees:	<ul style="list-style-type: none"> ➤ Rezoning Fee = \$550 (For projects that <i>do not</i> require building and site development plans) <u>OR</u> ➤ Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans) <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact City Development to verify the total fee before submitting the rezoning application.</i></p>
Appendices to Review:	➤ N/A
Approximate Review Time:	➤ 60 days (Reviewed by City Plan Commission and Common Council)

A rezoning request can be initiated by:

- The City Plan Commission
- The Common Council
- A petition of 50 percent or more of the owners of property within the area proposed to be rezoned

SAMPLE REZONING PETITION

The Honorable Mayor
and Members of the Common Council
Kenosha, WI

*DRAFT
Attached
will send signed
when received*

Dear Members of the Common Council:

It is requested that my property located at *(address or parcel number)* be rezoned from *(present zoning)* to *(proposed rezoning)*. The purpose of the rezoning is to permit *(proposed use of the property)*.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *(list one name only)* at *(address)*. I can be reached at *(phone number)* if there are any questions regarding my request for the rezoning.

Sincerely,

Current Property Owner



SITE LOCATION MAPS

3100 TOLLVIEW DRIVE, ROLLING MEADOWS, IL 60008:

Take IL-53 N, go 5.8 mi
 Take EXIT DUNDEE RD/IL-60 toward IL-53, go 0.3 mi
 Turn RIGHT at IL-60 E/W DUNDEE RD, go 4.9 mi
 Turn LEFT at IL-21 N/N MILWAUKEE AVE, go 4.2 mi
 Turn RIGHT at IL-22 E/HALF DAY RD, go 2.4 mi
 Merge LEFT onto I-94 W/IRISH STATE TOLLWAY, go 28.2 mi
 Take EXIT 342 for WISCONSIN 158, go 0.3 mi
 Turn RIGHT at WI-158 E/52ND ST, go 5.9 mi
 Turn LEFT at 22ND AVE, go 0.9 mi
 Turn RIGHT onto WASHINGTON RD, go 0.4 mi

TRIP DISTANCE

53.8 miles, Time: 1 hour, 16 mins

DRIVING DIRECTIONS

ELECTRIC SERVICE PROVIDER: WISCONSIN ELEC. POWER CO.
 PHONE: 800.242.9137

TELEPHONE SERVICE PROVIDER: AT&T



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOMERSIDE ONE CALL. 800.488.1888 1.800.292.1166 OR 1.800.292.1166 FAX A LOCAL 1.800.236.6667

UTILITY INFORMATION



**WASHINGTON [WI1926]
 KENOSHA, WISCONSIN
 CONSTRUCTION DRAWINGS
 150' MONOPOLE [FA #: 10127933]
 DECEMBER 2011**

AT&T MOBILITY APPROVAL
 RF: _____ DATE: _____
 REAL ESTATE: _____ DATE: _____
 CONSTRUCTION: _____ DATE: _____

Edge Consulting Engineers, Inc.
 624 Water Street
 Prairie Du Sac, WI 53578
 Phone: 608.644.1449
 Fax: 608.644.1549
 www.edgeconsult.com

SHEET INDEX:		
NO.:	PAGE TITLE:	REV.
T-1	TITLE SHEET	1
I-3	SITE SURVEY*	1
C-1	SITE PLAN	1
C-2	COMPOUND PLAN	1
C-3	CEDAR FENCE DETAILS	0
C-4	CONSTRUCTION DETAILS	0
S-1	FOUNDATION DETAILS	0
S-2	BUILDING ELEVATIONS	0
L-1	LANDSCAPING PLAN	1
A-1	TOWER ELEVATION	1
A-2	ICE BRIDGE DETAILS	0
A-3	ANTENNA DETAILS	0
A-4	RF DATA SHEET *	0
A-5	RF DATA SHEET *	0
A-6	ANTENNA CONFIGURATIONS *	0
A-7	LTE JUMPER CONFIGURATION	0
E-1	ELECTRICAL NOTES	0
E-2	UTILITY RACK DETAILS	0
E-3	ALARM TERMINATION DETAIL	0
E-4	BOTTOM JUMPER & BIAS T DETAIL	0
G-1	GROUNDING PLAN	0
G-2	GROUNDING DETAILS	0
G-3	GROUNDING DETAILS	0
G-4	GROUNDING DETAILS	0
N-1	CONSTRUCTION NOTES	0

* PREPARED BY OTHERS

PROJECT DIRECTORY:

ENGINEERING COMPANY:
 EDGE CONSULTING ENGINEERS, INC.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 CONTACT: OTTO DINGFELDER III, EIT
 PHONE: 608.644.1449
 FAX: 608.644.1549

CLIENT:
 NSORO MASTEC, LLC.
 3100 TOLLVIEW DRIVE
 ROLLING MEADOWS, IL 60008
 CONTACT: BARBARA NEWMAN
 PHONE: 678.995.9522

SITE ACQUISITION:
 BEGLEY WIRELESS CONSULTING SERVICES, LLC
 14114 S. COUNTRY CIRCLE
 GORDON, WI 54838
 CONTACT: SHANE BEGLEY
 PHONE: 715.816.4676

SITE SURVEYOR:
 MERIDIAN SURVEYING, LLC.
 N8774 FIRELANE 1
 MENASHA, WI 54952
 CONTACT: CRAIG KEACH
 PHONE: 920.993.0881

PROJECT INFO:

SITE LOCATION:
 1613 WASHINGTON ROAD
 KENOSHA, WI 53144

SITE #: WI1926
 FA #: 10127933

BUILDING CONTACT INFORMATION:
 ZEROVEC PROPERTIES, LLC.
 10815 WILMOT ROAD
 PLEASANT PRAIRIE, WI 53158

1A INFORMATION (PER SITE SURVEY)
 LOWER BASE (NAD 1983/91)
 LAT: 42°-35'-53.37"
 LONG: 87°-49'-42.99"
 GROUND ELEVATION (NGVD 29): 613.0'

PLSS INFORMATION:
 PART OF SE1/4 OF THE SW1/4,
 SECTION 30, T2N., R23E.,
 CITY OF KENOSHA,
 KENOSHA COUNTY,
 WISCONSIN

PARCEL #: 11-223-30-377-006

WISCONSIN PROFESSIONAL ENGINEER

RYAN J. READER
 E-39360
 BLACK EARTH, WI

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

Signature: *[Handwritten Signature]*
 Date: 12/12/11

REVISIONS

NO.	DESCRIPTION	DATE
1	PRELIMINARY CONSTRUCTION DRAWINGS	06/07/2011
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TITLE SHEET
 WASHINGTON [WI1926]
 KENOSHA, WISCONSIN

SHEET NO. _____

DRAWN BY: BDR, JAH, CCJ
 CHECKED BY: _____
 PCB
 PLOT DATE: 12/11/2011
 PROJECT NUMBER: 346
 FILE NAME: T-1.dwg

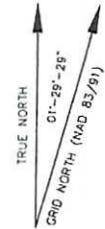
PRELIMINARY CDS
 A PRELIM CDS: 06/07/2011
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STAMPED FINALS
 B FINAL CDS: 10/11/2011
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SHEET NUMBER
T-1

PROJECT- WASHINGTON #W1926
 SURVEYED FOR:
 AT&T MOBILITY
 930 NATIONAL PARKWAY
 SCHAUMBURG, IL 60173
 AND
 SURVEYED FOR:
 EDGE CONSULTING ENGINEERS, INC.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 PROPERTY OWNER:
 ZEROVEC PROPERTIES, LLC
 10815 WILMOT ROAD
 PLEASANT PRAIRIE, WI 53158
 PARCEL NO.: 11-223-30-377-006
 DEED: DOCUMENT NO. 1375876

PROPOSED TOWER BASE
 LATITUDE: 42°-35'-53.37"
 LONGITUDE: 87°-49'-42.99"
 (Per North American Datum of 83/91)
 Ground Elevation: 613.0'
 (Per National Geodetic Vertical Datum of 1929)



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83) - SOUTH ZONE AND THE SOUTH LINE OF THE N1/2 OF THE SW1/4, SECTION 30, T.2N., R.23E. WHICH BEARS NB7°-49'-53"E

-LEGEND-

- = 1" X 24" IRON PIPE SET
- = 1" IRON PIPE FOUND
- = 8" NAIL SET
- ⊕ = COUNTY MONUMENT FOUND
- ⚑ = FLAG POLE
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = STORM MANHOLE
- ⊕ = STORM INLET (ROUND)
- ⊕ = CURB STORM INLET
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = LIGHT POLE
- ⊕ = LIGHT POLE
- ⊕ = ELECTRIC METER
- ⊕ = EXISTING POWER POLE
- ⊕ = EXISTING GUY ANCHOR
- ⊕ = OVERHEAD ELEC. & TELE.
- ⊕ = PROPERTY LINE
- B.O.C = BACK OF CURB
- 🌲 = EXISTING PINE TREE
- 🌳 = EXISTING TREE

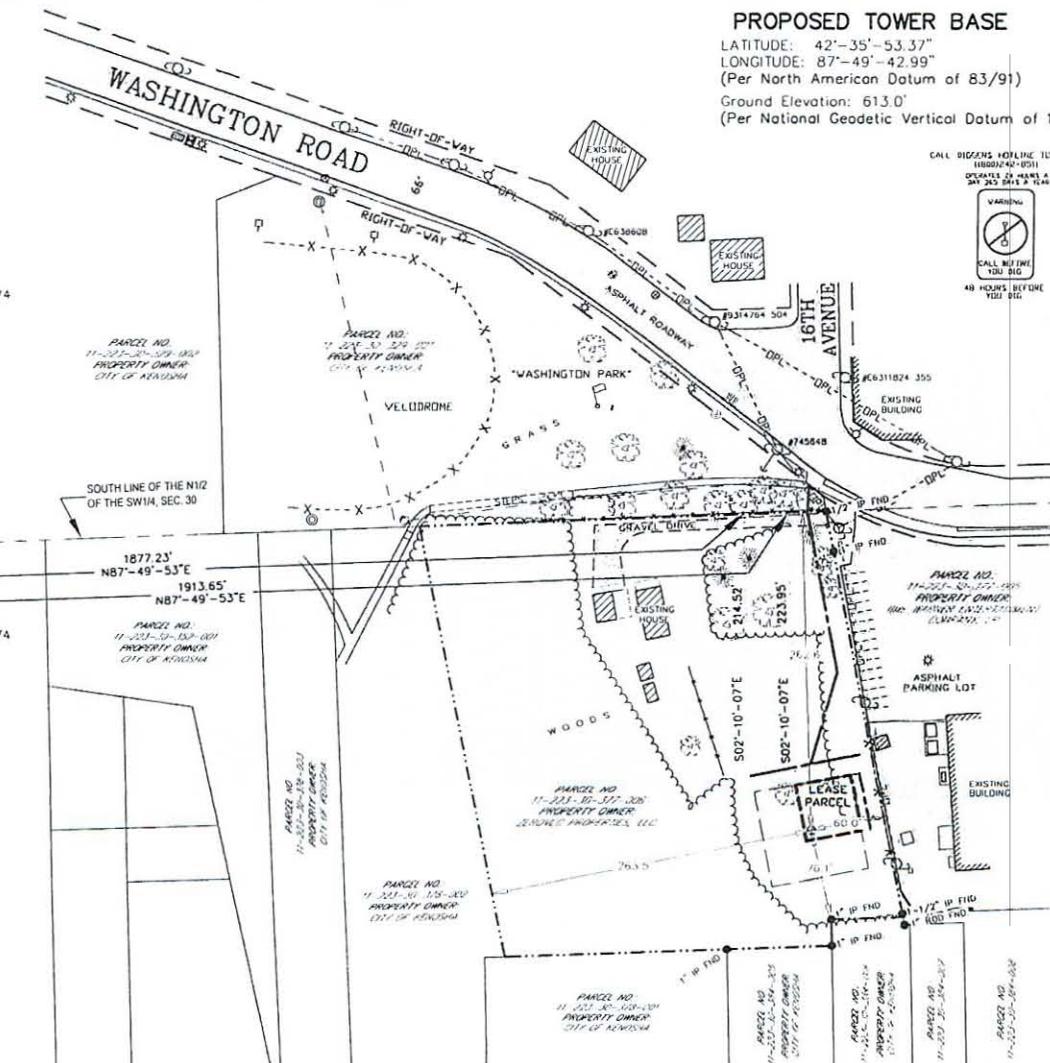
I, Craig A. Keach, hereby certify that none of the property described herein is within a flood plain or wetlands area as defined by FEMA or Wisconsin DNR

SURVEYOR'S CERTIFICATE

I, Craig A. Keach, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 9th day of DECEMBER, 2011

Craig A. Keach
 WISCONSIN REGISTERED LAND SURVEYOR
 Craig A. Keach, S2333



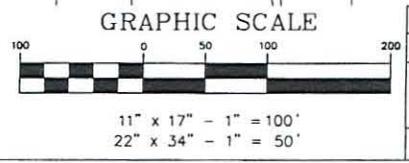
SURVEY NOTES:

- THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.
- NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NONEXISTENCE OF RECORDED OR UNRECORDED EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.
- THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

UTILITY NOTE:

THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-VICINITY MAP-



MERIDIAN SURVEYING, LLC

7774 Frelone 1
 Menasha, WI 54952

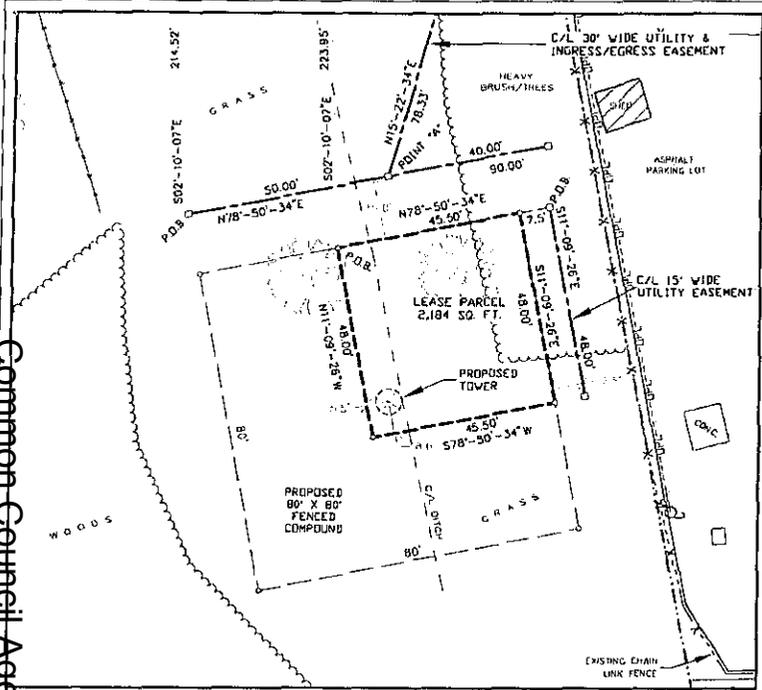
Office: 920-993-0881
 Fax: 920-273-6037

SITE SURVEY FOR AT&T MOBILITY

BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 30, T.2N., R.23E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
1	12-08-11	Revised Lease & Easement	J.D.
2	10-6-11	Revised Easement	J.B.
1	1-21-10	Preliminary Submittal	J.D.

DRAWN BY: J.D.	FIELD WORK DATE: 3-15-11
CHECKED BY: C.A.K.	FIELD BOOK: M-20, PG. 44
JOB NO: 6307-B810	SHEET 1 OF 3



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83) - SOUTH ZONE AND THE SOUTH LINE OF THE N1/2 OF THE SW1/4, SECTION 30, T.2N., R.2E WHICH BEARS: N57-49-55"E

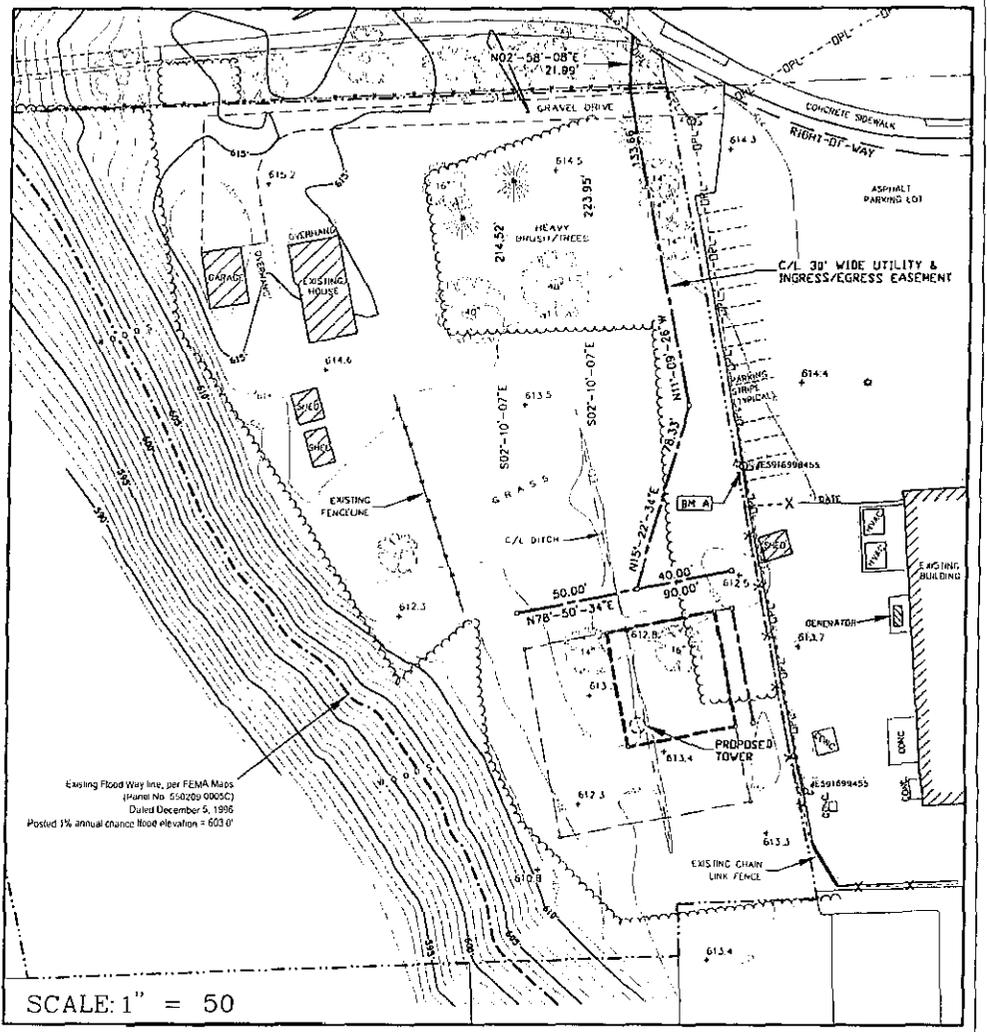


BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
SET 6" NAIL IN NORTH FACE OF POWER POLE
#E5916998455; ±1.0' ABOVE GROUND LEVEL
ELEVATION: 615.13'

SURVEYOR'S CERTIFICATE
I, Craig A. Keach, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 9th day of DECEMBER 2011

Craig A. Keach
WISCONSIN REGISTERED LAND SURVEYOR
Craig A. Keach, S-2333



SITE NAME: WASHINGTON
SITE ADDRESS: 1613 WASHINGTON ROAD KENOSHA, WI 53144
SITE NUMBER: W1926

SITE SURVEY FOR AT&T MOBILITY

BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 30, T.2N., R.2E, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

MERIDIAN SURVEYING, LLC
18714 Freestone 1 Office: 920-993-0881 Menasha, WI 54952 Fax: 920-273-6037

J	12-08-11	Revised Lease & Easement	J.D.
2	10-6-11	Revised Easement	J.B.
1	1-21-10	Preliminary Submittal	J.D.
NO.	DATE	DESCRIPTION	BY
DRAWN BY: J.D.		FIELD WORK: 3-15-11	
CHECKED BY: C.A.K.		FIELD BOOK: M-20, PG. 44	
JOB NO.: 6307-8810		SHEET 2 OF 3	

LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 2,184 square feet (0.050 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet to the point of beginning; thence N78°-50'-34"E 45.50 feet; thence S11°-09'-26"E 48.00 feet; thence S78°-50'-34"W 45.50 feet; thence N11°-09'-26"W 48.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 9,719 square feet (0.223 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1877.23 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 214.52 feet to the point of beginning; thence N78°-50'-34"E 50.00 feet to a point herein after referred to as Point "A"; thence continue N78°-50'-34"E 40.00 feet to the point of termination. Also, beginning at said Point "A"; thence N15°-22'-34"E 78.33 feet; thence N11°-09'-26"W 133.66 feet; thence N02°-58'-08"E 21.99 feet to a point on the Southwesterly Right of Way line of Washington Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Southwesterly Right of Way line of Washington Road

15 FOOT WIDE UTILITY EASEMENT

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 720 square feet (0.016 acres) of land and being 7.5 feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet; thence N78°-50'-34"E 53.00 feet to the point of beginning; thence S11°-09'-26"E 48.00 feet to the point of termination.



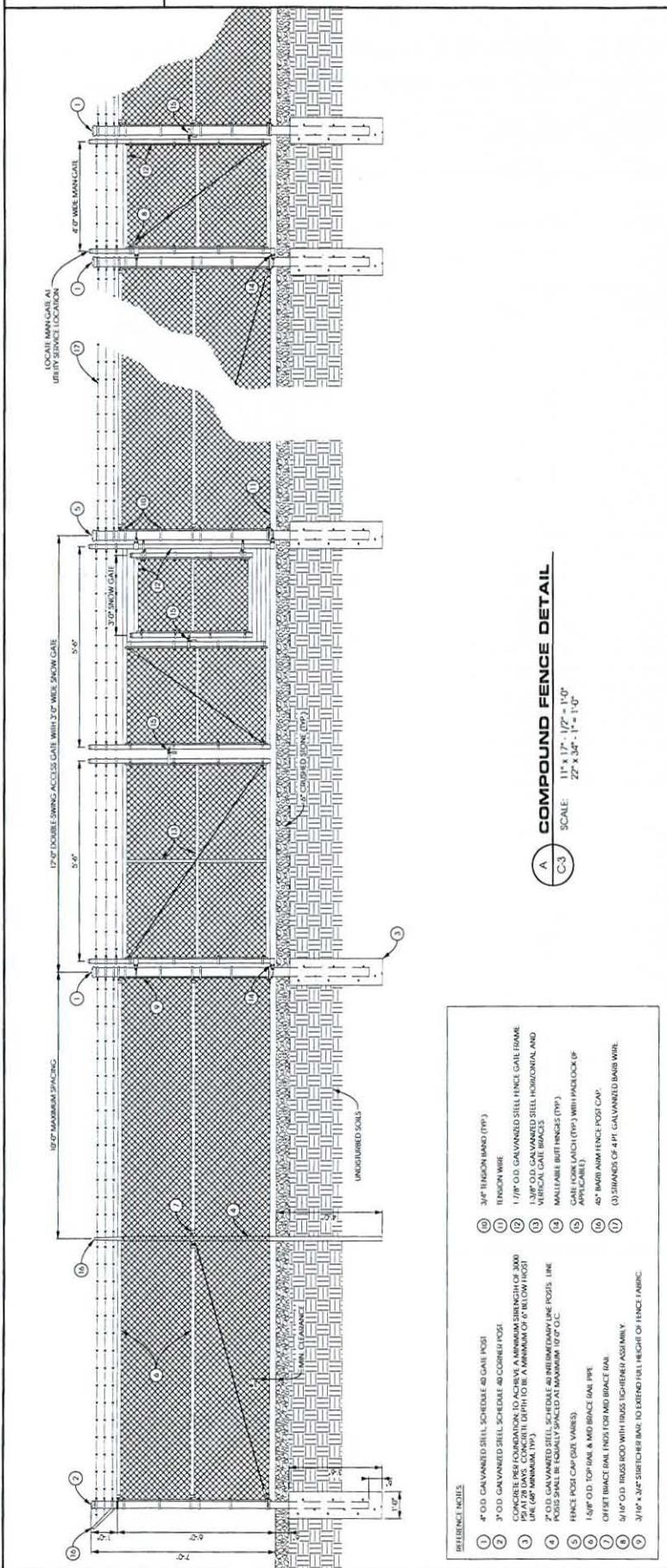
Craig A. Knoch
DECEMBER 9, 2011

SITE NAME: WASHINGTON		SITE ADDRESS: 1613 WASHINGTON ROAD	
SITE NUMBER: W1926		KENOSHA, WI 53144	
MERIDIAN			
SURVEYING, LLC			
N8774 Firestone I Kenosha, WI 54952		Office: 920-993-0881 Fax: 920-273-6037	

SITE SURVEY
FOR
AT&T MOBILITY

BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 30, T.2N., R.23E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

3	12-08-11	Revised Lease & Easement	J.D.
2	10-6-11	Revised Easement	J.B.
1	1-21-10	Preliminary Submittal	J.D.
NO.	DATE	DESCRIPTION	BY
DRAWN BY: J.D.		FIELD WORK DATE: 3-15-11	
CHECKED BY: C.A.K.		FIELD BOOK: M-20, PG. 44	
JOB NO.: 6J07-B810		SHEET: 3 of 3	

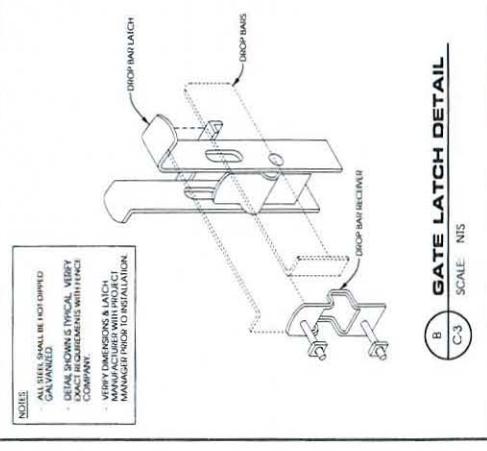


A COMPOUND FENCE DETAIL
 SCALE: 1/4" = 1'-0"
 1/4" x 17' - 1/2" = 1'-0"

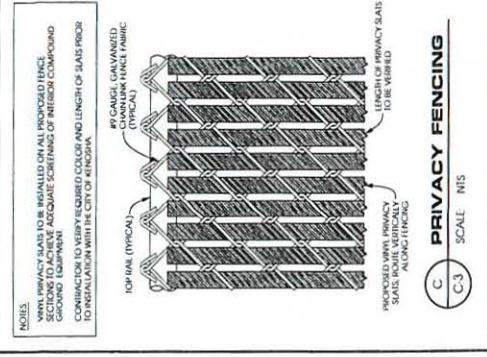
- REFERENCE NOTES**
- 4" O.D. GALVANIZED STEEL, SCHEDULE 40 GATE POST
 - 3" O.D. GALVANIZED STEEL, SCHEDULE 40 CORNER POST
 - CONCRETE PERMITS FOR ANCHORS BY A MINIMUM ANCHOR DEPTH OF 18" AT 28 DAYS. CONCRETE DENSITY TO BE A MINIMUM OF 150 PCF (120 PCF MINIMUM TYP.)
 - 3" O.D. GALVANIZED STEEL, SCHEDULE 40 INTERMEDIARY LINE POSTS. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10' O.C.
 - FENCE POST CAP (SEE VARIANTS)
 - 1 1/2" O.D. TOP RAIL AND MID BRACE RAIL PIPE
 - OFFSET BRACE RAIL PINS FOR MID BRACE RAIL
 - 5/16" O.D. BRASS ROD WITH BRASS TIGERHEAD ASSEMBLY
 - 3/16" AUF STRETCHER BARS TO DETERMINE HEIGHT OF FENCE FABRIC

GENERAL NOTES

- 1.0 **SCOPE**
- 1.1 THIS SECTION COVERS THE REQUIREMENTS FOR THE MATERIALS AND THE CONSTRUCTION OF THE FENCING, GATE AND FENCING ACCESS ROAD GATES AND CATTLE GARDENS. SEE SITE PLAN AND DRAWINGS FOR DETAILS.
- 2.0 **SPECIAL REQUIREMENTS**
- 2.1 ALL WIRE, FABRIC, FITTINGS, HARDWARE AND STEEL MEMBERS USED FOR SITE AREA FENCING, GUY ANCHOR FITTINGS AND ACCESS ROAD GATES SHALL BE HOT DIPPED GALVANIZED (ASTM A153) UNLESS OTHERWISE SPECIFIED.
- 2.2 ALL NON-CORROSIVE MATERIAL SHALL BE APPROVED BY THE PROJECT MANAGER.
- 2.3 ANY DAMAGE TO GALVANIZING OR NON-CORROSIVE COATING DURING CONSTRUCTION SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S RECOMMENDED METHODS.
- 3.0 **FENCE POSTS**
- 3.1 LOCATION OF CORNER POSTS SHALL BE DETERMINED FROM STAKES AND PROPERTY LINE INSTALLED BY THE REGISTERED LAND SURVEYOR UNDER CONTRACT FOR THE PROJECT. IF THE STAKES ARE NOT PRESENT OR DO NOT CONFORM TO THE SITE PLAN, CORNER WITH THE PROJECT MANAGER.
- 3.2 CORNER POSTS SHALL BE 4" (FOUR INCH) GALVANIZED PIPE. LINE POSTS SHALL BE 3" (THREE INCH) GALVANIZED PIPE.
- 3.3 CORNER POSTS SHALL BE 51" WITH ONE (1") OF DIMENSIONS INDICATED ON THE SITE PLAN.
- 3.4 FENCE POSTS SHALL BE VERTICALLY PLUMB BY ALL VARIANTS WITHIN 1/2" INCH (1/2").
- 3.5 CORNER AND GATE POST FOUNDATIONS SHALL BE A MINIMUM FOUR FEET (4') DEPTH OR SIX INCHES (6") DEPTH AND SHALL BE CONCRETE. CORNER POST FOUNDATIONS SHALL BE 18" INCHES (18") IN DIAMETER.
- 3.6 POST FOUNDATIONS OF GATE AND CORNER POSTS SHALL BE 18 INCHES (18") IN DIAMETER.
- 3.7 LINE POSTS BETWEEN CORNER AND GATE POSTS SHALL BE EQUALLY SPACED WITH A TEN FOOT (10') MAXIMUM SPACING. GATE POST LOCATIONS SHALL BE IN ACCORDANCE WITH THE SITE PLAN AND SHALL BE VERIFIED WITH THE PROJECT MANAGER.
- 3.8 SURFACE AND GATE POSTS SHALL BE CAPS WITH A CONCRETE CAP. CAPS SHALL BE INSTALLED TO PROVIDE FOR TERMINATION OF BARBED WIRE. GATE POSTS SHALL BE CAPPED WITH STANDARD CAP.



B GATE LATCH DETAIL
 SCALE: NTS



C PRIVACY FENCING
 SCALE: NTS

4-17-11-14

DESIGNED BY	BOB JAY CO.
CHECKED BY	
DATE	
PROJECT NUMBER	
SHEET NUMBER	
FILE NAME	
C.D. DATE	
PERMITS	
A. PERMIT NO.	04072011
B. PERMIT NO.	
C. PERMIT NO.	
D. PERMIT NO.	
E. PERMIT NO.	
F. PERMIT NO.	
G. PERMIT NO.	
H. PERMIT NO.	
I. PERMIT NO.	
J. PERMIT NO.	
K. PERMIT NO.	
L. PERMIT NO.	
M. PERMIT NO.	
N. PERMIT NO.	
O. PERMIT NO.	
P. PERMIT NO.	
Q. PERMIT NO.	
R. PERMIT NO.	
S. PERMIT NO.	
T. PERMIT NO.	
U. PERMIT NO.	
V. PERMIT NO.	
W. PERMIT NO.	
X. PERMIT NO.	
Y. PERMIT NO.	
Z. PERMIT NO.	

Debra L. Salas
City Clerk – Treasurer

Cynthia L. Howard
Deputy City Clerk - Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

February 2, 2012

Mihailo and Zlatana Bojovic
6812 Pershing Blvd.
Kenosha WI 53142

Re: Building/Zoning Reinspection Fees Special Assessment
6812 Pershing Blvd. Parcel #02-122-02-433-014
Request to Rescind \$262.00

Dear Mr. Bojovic:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, February 6, 2012 at 5:00 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Cynthia L. Howard
Deputy City Clerk/Treasurer

C: City Attorney
NSI
Alderperson Michael Orth - 15th District

Michael K. Higgins
City Clerk – Treasurer

Cynthia L. Howard
Deputy City Clerk - Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

January 13, 2012

Mihailo and Zlatana Bojovic
6812 Pershing Blvd.
Kenosha WI 53142

Re: Building/Zoning Reinspection Fees Special Assessment
6812 Pershing Blvd. Parcel #02-122-02-433-014
Request to Rescind \$262.00

Dear Mr. Bojovic:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Wednesday, January 18, 2012 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or cityclerk@kenosha.org.

Sincerely,

CITY OF KENOSHA

Cynthia L. Howard
Deputy City Clerk/Treasurer

C: City Attorney
NSI
Alderperson Michael Orth - 15th District

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Special Assessment Levied by Resolution No. 124-11 against Parcel No. 02-122-02-433-014 (6812 Pershing Blvd.), Kenosha, Wisconsin

WHEREAS, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 124-11 levying special assessments for **Building/Zoning Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, it has been stated by the property owner, Mihailo & Zlatana Bojovic, that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 02-122-02-433-014 (6812 Pershing Blvd.), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$262.00 levied by Resolution No. 124-11 against Parcel No. 02-122-02-433-014 (6812 Pershing Blvd.) Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$262.00.

Passed this _____ day of _____, 2012

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz



City of Kenosha
Department of Neighborhood Services and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140
Phone: 262.653.4263, Fax: 262.653.4254

Building Inspection

Property Maintenance

Zoning Enforcement

TO: Members of the City of Kenosha Finance Committee
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*
Department of Neighborhood Services and Inspections

SUBJECT: Request to Waive Re-inspection and Special Assessment Fees in the amount of \$262 associated with a zoning complaint for the property located at 6812 Pershing Boulevard (District 15)

January 18, 2012 Finance Committee & Common Council Agenda Item

DATE: December 2, 2011

The property owner is requesting that re-inspection and special assessment charges be waived.

The following chronology provides insight into the complaint and enforcement process, as it relates to this matter:

- July 26, 2011 - Complaint received from 15th District Alderman related to use of an accessory structure as a smokehouse, and odors emitted from the structure.

On-site meeting held with abutting property owner, who explained that the odors emitted from the smokehouse are objectionable and unpleasant. The citizen explained that use of the smokehouse occurs in the fall and winter months.
- July 27, 2011 - A directive is forwarded to the property owner requesting a response, no later than August 2, 2011, in order to schedule an on-site inspection to investigate the matter. (Exhibit A)
- August 12, 2011 - Re-inspection fees, in the amount of \$162.00, are assessed to the property owner, for the failure to comply with the July 27, 2011 order.
- August 15, 2011 - The son of the property owner contacts the Zoning Coordinator to advise that a language barrier exists with his parents. The son advises that his brother, who is out of the country, can assist me with the inspection request on September 27, 2011. An inspection is scheduled for September 27th, 2011.

Enforcement action (re-inspection fees) is suspended.

Common Council Agenda Item H1

Finance Agenda Item #1

February 6, 2012 Page 100

Request to Waive Re-inspection and Special Assessment Fees in the amount
of \$262 associated with a zoning complaint for the property located at
6812 Pershing Boulevard (District 15)
Page 2 of 2

September 27, 2011 - The Zoning Coordinator meets with the property owner at 6812 Pershing Boulevard. and is provided with a copy of the original 1987 building permit. The owner advised that, in 1987, the structure was approved by the City of Kenosha as a smokehouse. The Zoning Coordinator' determines that the structure has not been altered or upgraded since 1987, and that it is in its original form as a smokehouse.

It should be noted that City of Kenosha building permits for this time period have been purged, therefore city records cannot be accessed to validate or refute this issue.

In accordance with Zoning law, the twenty-five (25) year-old use is nonconforming, and can be maintained, unless the use is a detriment to the health, safety and welfare of the community.

The Zoning Coordinator notifies the affected abutting property owner (Exhibit B) of her determination, and requests to be alerted when the odors are present.

December 2, 2011 - To date, no further correspondence has been received on this issue.

:pab

c. Michael J. Orth, Alderperson, 15th District

EXHIBIT A



City of Kenosha
Department of Neighborhood Services and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140
Phone: 262.653.4263, Fax: 262.653.4254

Building Inspection

Property Maintenance

Zoning Enforcement

July 27, 2011

Mihailo & Zlatana Bojovic
6812 Pershing Boulevard
Kenosha, WI 53142-3866

Dear Property Owner:

SUBJECT: 6812 Pershing Boulevard - Alleged Zoning Ordinance Violation 3.05
Illegal Smokehouse

A complaint has been filed with the Department of Neighborhood Services and Inspections regarding the use of an accessory structure, at 6812 Pershing Boulevard, as a smokehouse. This type of activity is not permitted in your residential neighborhood, and constitutes a nuisance.

In order to effectively investigate the complaint, and to ensure public safety, an inspection of the accessory structure shall be required. Please contact me at 262.653.4263, no later than August 2, 2011, to schedule an inspection of the property. Use of the accessory structure for the curing or "smoking" of meats/fish, shall cease immediately.

In accordance with Zoning Ordinance 11.01(P), failure to comply with the above-referenced orders, will result in the assessment of escalating re-inspection fees. The initial re-inspection fee is \$72.00 and escalates to a maximum fee of \$360.00 per inspection that results in noncompliance. These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for this property as a special assessment along with all administrative costs incurred by the City in processing such assessment. No further notice and order shall be necessary for any "recurring violation" committed by a person within any one (1) year period.

I look forward to your prompt attention to this matter.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD
SERVICES AND INSPECTIONS

Paula A. Blise, MBA, CCEA
Zoning Coordinator

c. Michael Orth, Alderperson, 15th District

EXHIBIT B



City of Kenosha
Department of Neighborhood Services and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140
Phone: 262.653.4263, Fax: 262.653.4254

Building Inspection

Property Maintenance

Zoning Enforcement

September 27, 2011

James S. & Alexandria R. Haubrich
6831 44th Court
Kenosha, WI 53142

Dear Mr. & Mrs. Haubrich:

SUBJECT: Smoke house Investigation: 6812 Pershing Boulevard

Please be advised that I have inspected the structure and find that it has been in existence since 1987. The 1987 City of Kenosha's Building Permit was affixed to the interior of the building.

Based on the property owner's contention that this use has been performed since 1987, I'd like you to contact me on those occasions that you smell the odor that emanates from the structure.

I am moving cautiously based on the following:

- a) The use has been conducted for 24+ years;
- b) The owner has a Building Permit for the structure;
- c) Complaints regarding the odor were not filed until 2011;
- d) If the individual processed /smoked foods within his dwelling, the odor situation would still exist.

The current City of Kenosha ordinances do not expressly permit the use of an accessory structure as a smokehouse on a residential property, however due to the length of time it has been in operation, it would fall into the category of a nonconforming use. If it is deemed to be a nuisance, the next step would be to involve the City Attorney's office for direction in this matter.

If you have any questions and/or would like to contact me when the odors are present, please contact me at 262.653.4263, or pblise@kenosha.org.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD
SERVICES AND INSPECTIONS

Paula Blise

Paula A. Blise, MBA, CCEA
Zoning Coordinator

:pab



c: Michael J. Orth, Alderperson, 15th District

November 14, 2011

Department of Neighborhood Services & Inspection
625 52nd Street, Room 100
Kenosha, WI 53140

Re: Assessment for Re-Inspection of Property at 6812 Pershing Blvd
Building permit No. 2361, dated 10/13/1987

To whom it may concern:

We hereby request **abatement** of re-inspection fees of \$ 262.00 assessed on a structure ("smoke house") located on the lot of my residence at 6812 Pershing Boulevard in Kenosha, Wisconsin. When the structure was built in 1987, a Building Permit No. 2361, dated October 13, 1987 was issued. The use of the structure has not changed since the permit was issued in 1987 and therefore no re-inspection was required.

We understand a complaint, related to "strong odor", from use of the structure was filed this year with the Department of Neighborhood Services. The structure was last used to smoke meat, by burning firewood, during the winter of 2010/2011, and was previously used each winter since the permit was issued in 1987. The meat, smoked in the structure, is for family consumption and therefore the structure is used for a relatively short amount of time (THANKSGIVING-End of the year) during the winter months.

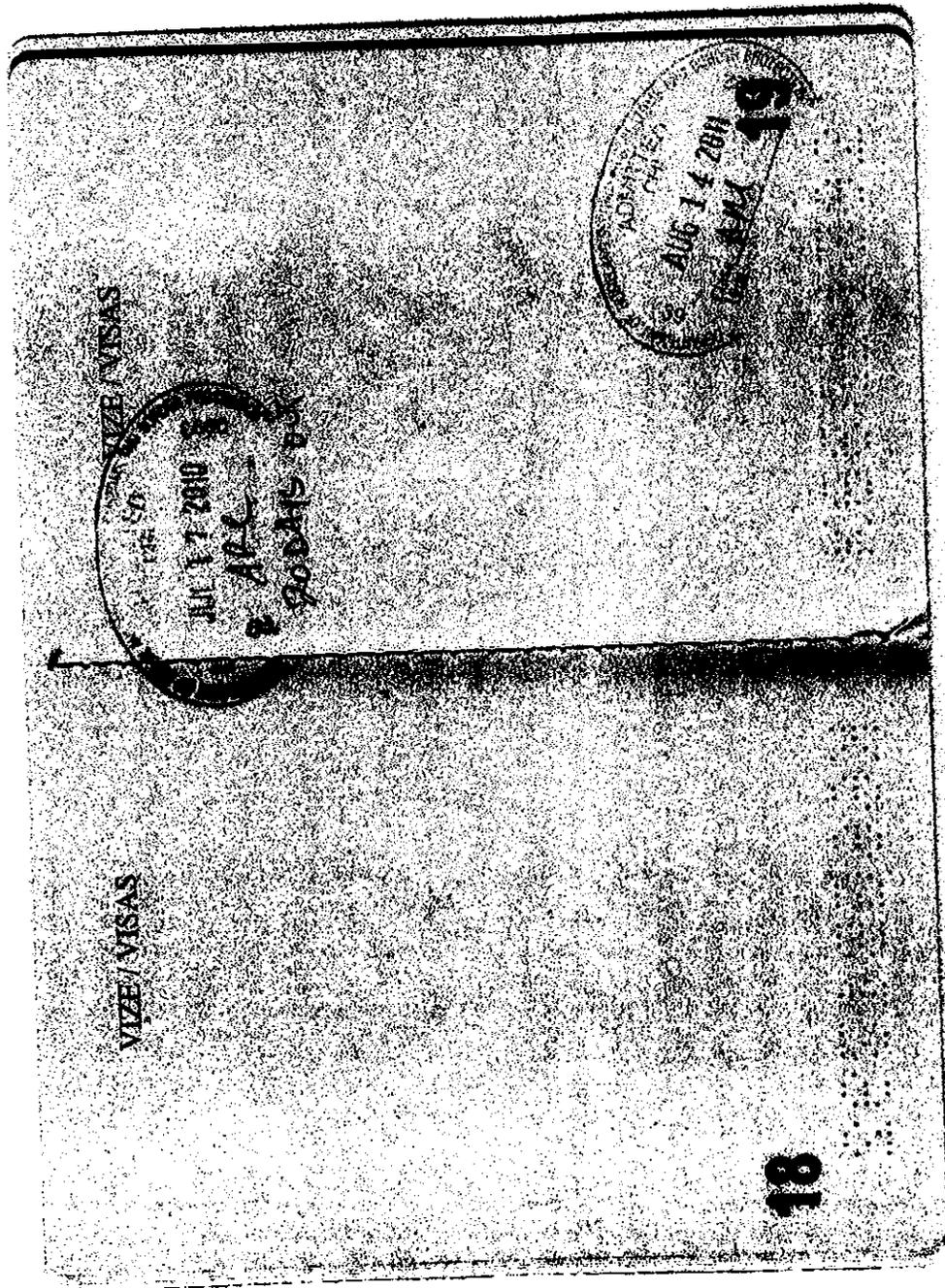
We were unaware of the issue until we returned from a trip to Europe. We were gone during July and August and our son did not return until September. The mail was picked up from the mail box by family members but they were not instructed and/or given permission to open the mail. Furthermore, due to a language barrier, our son generally takes care of our correspondence and since he was out of the country, the letters delivered related to this matter were not opened.

Since the use of the property has not changed since the permit was issued in 1987 and we didn't knowingly ignore the notices, we respectfully request the re-inspection assessment be abated in full.

If you have any questions or need additional information, please don't hesitate to call my son Budo Bojovic at (262) 344-6789.

Sincerely,

Mihailo and Zlatana Bojovic
6812 Pershing Blvd
Kenosha, WI 53142
(262) 652-3061



RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for weed/grass cutting during 2011, in the total amount of **\$7,663.76** , be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2012

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:02-122-02-228-012**6118 54TH AVE****Owner of Record**LORRAINE E BLAZEWICZ
6118 54TH AVE
KENOSHA, WI 53144**Admin. Fee**

100.00

Charge

255.00

Total

355.00

Parcel #:04-122-12-176-018**7832 22ND AVE****Owner of Record**CHRISTOPHER J EVANS
7832 22ND AVE
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

204.25

Total

304.25

Parcel #:04-122-12-204-002**3207 75TH ST****Owner of Record**NATIONWIDE ADVANTAGE MORTGAGE
C/O MICHAELSON, CONNOR & BOUL
4400 WILL ROGERS PKWY, STE 300
OKLAHOMA CITY, OK 73108**Admin. Fee**

100.00

Charge

70.00

Total

170.00

Parcel #:04-122-12-401-001**8004 22ND AVE****Owner of Record**U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

25.75

Total

125.75

Parcel #:05-123-06-132-002**1113 62ND ST****Owner of Record**DONALD C MULKEY
5037 19TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

245.00

Total

345.00

Parcel #:05-123-06-255-004**2115 64TH ST****Owner of Record**BANK OF AMERICA NA
1661 WORTHINGTON RD STE 100
WEST PALM BEACH, FL 33409**Admin. Fee**

100.00

Charge

62.36

Total

162.36

Parcel #:05-123-06-278-014**6635 18TH AVE****Owner of Record**PAUL D SKANDEL
5407 8TH AVE
KENOSHA, WI 53140-3715Admin. Fee
100.00Charge
125.00Total
225.00**Parcel #:05-123-06-303-021****6708 15TH AVE****Owner of Record**PATRICIA A WALKER
PO BOX 1942
KENOSHA, WI 53141-1942Admin. Fee
100.00Charge
177.50Total
277.50**Parcel #:05-123-06-307-002****1417 68TH ST****Owner of Record**PIYUSH PATEL
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
48.00Total
148.00**Parcel #:05-123-06-307-007****1517 68TH ST****Owner of Record**ROGER A & JULIA A PHILLIP
4525 91ST AVE NE
LAKE STEVENS, WA 98258Admin. Fee
100.00Charge
2.40Total
102.40**Parcel #:05-123-06-307-019****6806 14TH AVE****Owner of Record**PIYUSH PATEL
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
100.25Total
200.25**Parcel #:05-123-06-309-013****6925 18TH AVE****Owner of Record**BAC HOME LOAN SERVICING LP
7105 CORPORATE DR, PTX-B-209
PLANO, TX 75024-4100Admin. Fee
100.00Charge
13.00Total
113.00

Parcel #:05-123-06-430-003**6909 13RD AVE****Owner of Record**RICHARD A MASON
6909 13TH AVE
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

334.25

Total

434.25

Parcel #:05-123-06-478-008**7201 7TH AVE****Owner of Record**DOUGLAS D & BRENDA J RICKER
7201 7TH AVE
KENOSHA, WI 53143-5553**Admin. Fee**

100.00

Charge

87.00

Total

187.00

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097**Admin. Fee**

100.00

Charge

50.00

Total

150.00

Parcel #:06-123-07-204-008**1610 76TH ST****Owner of Record**PATRICIA D SCHULZ
31944 69TH PL
SALEM, WI 53168-9549**Admin. Fee**

100.00

Charge

55.00

Total

155.00

Parcel #:06-123-07-427-041**1215 80TH ST****Owner of Record**5 STAR GAS PROPERTIES LLC
C/O MIKE DANAH
PO BOX 339
KENOSHA, WI 53141**Admin. Fee**

100.00

Charge

400.00

Total

500.00

Parcel #:07-222-24-476-006**2723 23RD AVE****Owner of Record**FRANKLIN R PAWLACZYK
2723 23RD AVE
KENOSHA, WI 53140-2010**Admin. Fee**

100.00

Charge

19.50

Total

119.50

Parcel #:07-222-25-360-114**33RD AVE**

Owner of Record	Admin. Fee	Charge	Total
BROOKSTONE HOMES INC 1230 CORPORATE DR CENTER OCONOMOWOC, WI 53066	100.00	630.00	730.00

Parcel #:08-222-35-351-015**5210 58TH ST**

Owner of Record	Admin. Fee	Charge	Total
LEO F & THYRA SATTLER 8633 32ND AVE KENOSHA, WI 53142-5187	100.00	185.25	285.25

Parcel #:09-222-36-154-005**5123 30TH AVE**

Owner of Record	Admin. Fee	Charge	Total
JONATHAN I WASSAM 5123 30TH AVE KENOSHA, WI 53144-4011	100.00	145.25	245.25

Parcel #:11-223-30-308-008**4027 14TH AVE**

Owner of Record	Admin. Fee	Charge	Total
ALEX PETRI BEVERLY M DRESEN 4027 14TH AVE KENOSHA, WI 53140-2434	100.00	86.75	186.75

Parcel #:11-223-30-308-013**4047 14TH AVE**

Owner of Record	Admin. Fee	Charge	Total
JODIE L MUSSELMAN 4047 14TH AVE KENOSHA, WI 53140	100.00	95.00	195.00

Parcel #:11-223-30-360-013**44TH PL**

Owner of Record	Admin. Fee	Charge	Total
TALMER BANK AND TRUST 567 BROAD ST LAKE GENEVA, WI 53147	100.00	149.00	249.00

Parcel #:11-223-30-434-013**4026 SHERIDAN RD****Owner of Record**
JOSEPH N STURINO
2011 75TH ST
KENOSHA, WI 53143

Admin. Fee	Charge	Total
100.00	122.00	222.00

Parcel #:12-223-31-135-013**4814 SHERIDAN RD****Owner of Record**
RICHARD C OLSON
4814 SHERIDAN RD
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	16.25	116.25

Parcel #:12-223-31-139-009**824 48TH ST****Owner of Record**
FEDERAL NATIONAL MORTGAGE ASSO
ONE SOUTH WACKER DR, STE 1400
CHICAGO, IL 60606

Admin. Fee	Charge	Total
100.00	154.75	254.75

Parcel #:12-223-31-229-017**4711 22ND AVE****Owner of Record**
GREGORY A & ELETICIA BARKER
4711 22ND AVE
KENOSHA, WI 53140-5920

Admin. Fee	Charge	Total
100.00	120.00	220.00

Parcel #:12-223-31-231-008**4901 22ND AVE****Owner of Record**
FBENTC PROPERTIES LLC
5508 2ND AVE UNIT 1B
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	83.25	183.25

Parcel #:12-223-31-481-001**723 58TH ST****Owner of Record**
JKP PROPERTIES LLC
PO BOX 825
KENOSHA, WI 53141

Admin. Fee	Charge	Total
100.00	9.00	109.00

Parcel #:12-223-31-487-003**5821 5TH AVE****Owner of Record**FRANK L WELLS COMPANY
5821 05TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

195.00

Total

295.00

Parcel #:12-223-32-352-006**5825 4TH AVE****Owner of Record**FRANK L WELLS CO
5821 5TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

198.00

Total

298.00

RESOLUTION TOTAL**7,663.76**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2011, in the total amount of \$18,176.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2012

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-105-016**6114 25TH AVE****Owner of Record**PIYUSH PATEL
515 KAREY CT
WILMETTE, IL 60091**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:01-122-01-178-021**6322 24TH AVE****Owner of Record**FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:01-122-01-178-021**6322 24TH AVE****Owner of Record**FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:01-122-01-208-017**6116 30TH AVE****Owner of Record**NLB HOLDINGS LLC
PO BOX 34
FRANKSVILLE, WI 53126-0034**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:01-122-01-208-017**6116 30TH AVE****Owner of Record**NLB HOLDINGS LLC
PO BOX 34
FRANKSVILLE, WI 53126-0034**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:01-122-01-377-001**7001 32ND AVE****Owner of Record**FEDERAL HOME LOAN MORTGAGE COR
4801 FREDERICA ST
OWENSBORO, KY 42301**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:02-122-02-452-005**7201 45TH AVE****Owner of Record**TOBIN R BOYLE
7201 45TH AVE
KENOSHA, WI 53142-1729**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:02-122-02-452-005**7201 45TH AVE****Owner of Record**TOBIN R BOYLE
7201 45TH AVE
KENOSHA, WI 53142-1729**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:02-122-02-452-005**7201 45TH AVE****Owner of Record**TOBIN R BOYLE
7201 45TH AVE
KENOSHA, WI 53142-1729**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:04-122-14-152-020**8724 45TH AVE****Owner of Record**RICK A NELSEN
8724 45TH AVE
KENOSHA, WI 53142-2437**Admin. Fee**

100.00

Charge

180.00

Total

280.00

Parcel #:05-123-06-107-001**503 61ST ST****Owner of Record**KANAN & DANAH INVESTMENTS LLC
C/O MIKE DANAH
PO BOX 339
KENOSHA, WI 53141-0339**Admin. Fee**

100.00

Charge

180.00

Total

280.00

Parcel #:05-123-06-107-001**503 61ST ST****Owner of Record**KANAN & DANAH INVESTMENTS LLC
C/O MIKE DANAH
PO BOX 339
KENOSHA, WI 53141-0339**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:05-123-06-226-013**1819 60TH ST**

Owner of Record
 NLB HOLDINGS LLC
 PO BOX 34
 FRANKSVILLE, WI 53126

Admin. Fee	Charge	Total
100.00	90.00	190.00

Parcel #:05-123-06-226-013**1819 60TH ST**

Owner of Record
 NLB HOLDINGS LLC
 PO BOX 34
 FRANKSVILLE, WI 53126

Admin. Fee	Charge	Total
100.00	72.00	172.00

Parcel #:05-123-06-229-005**2023 61ST ST**

Owner of Record
 BAC HOME LOANS SERVICING LP
 7105 CORPORTATE DR PTX-B-209
 PLANO, TX 75024

Admin. Fee	Charge	Total
100.00	180.00	280.00

Parcel #:05-123-06-229-005**2023 61ST ST**

Owner of Record
 BAC HOME LOANS SERVICING LP
 7105 CORPORTATE DR PTX-B-209
 PLANO, TX 75024

Admin. Fee	Charge	Total
100.00	90.00	190.00

Parcel #:05-123-06-232-007**1917 61ST ST**

Owner of Record
 NLB HOLDINGS LLC
 PO BOX 34
 FRANKSVILLE, WI 53126-0034

Admin. Fee	Charge	Total
100.00	90.00	190.00

Parcel #:05-123-06-256-020**6426 20TH AVE**

Owner of Record
 JESSIE J FREEMAN
 6426 20TH AVE
 KENOSHA, WI 53143

Admin. Fee	Charge	Total
100.00	72.00	172.00

Parcel #:05-123-06-304-010**1618 68TH ST****Owner of Record**DAWN E BELL
1618 68TH ST
KENOSHA, WI 53143-4939**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:05-123-06-304-010**1618 68TH ST****Owner of Record**DAWN E BELL
1618 68TH ST
KENOSHA, WI 53143-4939**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:05-123-06-307-010**1504 69TH ST****Owner of Record**TAMMIE STEELE
1504 69TH ST
KENOSHA, WI 53143-5347**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:05-123-06-307-010**1504 69TH ST****Owner of Record**TAMMIE STEELE
1504 69TH ST
KENOSHA, WI 53143-5347**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:05-123-06-312-004**6903 14TH AVE****Owner of Record**TIMOTHY TOLBERT
10130 122ND ST
PLEASANT PRAIRIE, WI 53158**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:06-123-07-306-012**1410 83RD ST****Owner of Record**BRENDA M MACHAK
1410 83RD ST
KENOSHA, WI 53143-6315**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:06-123-18-202-031**8620 16TH AVE****Owner of Record**A PAUL MARTIN
8620 16TH AVE
KENOSHA, WI 53143-6406Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:06-123-18-202-031**8620 16TH AVE****Owner of Record**A PAUL MARTIN
8620 16TH AVE
KENOSHA, WI 53143-6406Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:06-123-18-426-016**8867 SHERIDAN RD****Owner of Record**NMTS LLC
2929 75TH ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:06-123-18-426-016**8867 SHERIDAN RD****Owner of Record**NMTS LLC
2929 75TH ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:06-123-18-426-016**8867 SHERIDAN RD****Owner of Record**NMTS LLC
2929 75TH ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:07-222-19-301-035**11809 BURLINGTON RD****Owner of Record**SAI RAM REAL ESTATE MANAGEMENT
3640 PILGRIM RD
BROOKFIELD, WI 53005Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:07-222-25-477-013**4220 23RD AVE****Owner of Record**LOUIS C & CHRISTINE C PERRI
4220 23RD AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
72.00Total
172.00**Parcel #:08-222-35-102-048****4522 40TH AVE****Owner of Record**ROBERT & BARBARA LEES
4522 40TH AVE
KENOSHA, WI 53144-3506Admin. Fee
100.00Charge
180.00Total
280.00**Parcel #:08-222-35-102-048****4522 40TH AVE****Owner of Record**ROBERT & BARBARA LEES
4522 40TH AVE
KENOSHA, WI 53144-3506Admin. Fee
100.00Charge
90.00Total
190.00**Parcel #:08-222-35-102-051****4107 45TH ST****Owner of Record**JAMES & MARY LENTZ
4107 45TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
72.00Total
172.00**Parcel #:09-222-36-111-015****4616 22ND AVE****Owner of Record**YUENKEL ENTERPRISES LLC
4208 47TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
90.00Total
190.00**Parcel #:09-222-36-178-007****5031 25TH AVE****Owner of Record**FEDERAL NATIONAL MORTGAGE ASSO
PO BOX 650043
DALLAS, TX 75265Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:09-222-36-179-009**5040 25TH AVE****Owner of Record**JOHN SAVAGLIO
8986 33RD AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
180.00Total
280.00**Parcel #:09-222-36-227-008****4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:09-222-36-227-008****4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
90.00Total
190.00**Parcel #:09-222-36-227-008****4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
72.00Total
172.00**Parcel #:09-222-36-227-008****4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:09-222-36-227-008****4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:09-222-36-227-008**4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-227-008**4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:09-222-36-227-008**4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:09-222-36-227-008**4711 37TH AVE****Owner of Record**4711 37TH LAND TRUST
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-379-005**5701 34TH AVE****Owner of Record**ERICK C & REBECCA J JORDAN
5701 34TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-379-005**5701 34TH AVE****Owner of Record**ERICK C & REBECCA J JORDAN
5701 34TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-382-002**5807 32ND AVE****Owner of Record**SCOTT GRUNDY
10591 48TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:11-223-30-327-017****3800 19TH AVE****Owner of Record**NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144Admin. Fee
100.00Charge
90.00Total
190.00**Parcel #:11-223-30-327-017****3800 19TH AVE****Owner of Record**NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144Admin. Fee
100.00Charge
72.00Total
172.00**Parcel #:11-223-30-436-020****4054 7TH AVE****Owner of Record**JOPPA LODGE NO 9 F & A M
4054 7TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:11-223-30-436-020****4054 7TH AVE****Owner of Record**JOPPA LODGE NO 9 F & A M
4054 7TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:11-223-30-451-012****716 43RD ST****Owner of Record**DALE NEHLS
714 43RD ST
KENOSHA, WI 53140-5700Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:11-223-30-451-012**716 43RD ST****Owner of Record**DALE NEHLS
714 43RD ST
KENOSHA, WI 53140-5700**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:11-223-30-451-013**714 43RD ST****Owner of Record**DALE A NEHLS
714 43RD ST
KENOSHA, WI 53140-5700**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:11-223-30-451-013**714 43RD ST****Owner of Record**DALE A NEHLS
714 43RD ST
KENOSHA, WI 53140-5700**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:11-223-30-481-007**612 44TH ST****Owner of Record**RUSS BORDERS
5601 SPRINGBROOK RD
PLEASANT PRAIRIE, WI 53158**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:11-223-30-481-011**4308 6TH AVE****Owner of Record**MARK R YUNKER
4308 6TH AVE
KENOSHA, WI 53140-2932**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:11-223-30-481-011**4308 6TH AVE****Owner of Record**MARK R YUNKER
4308 6TH AVE
KENOSHA, WI 53140-2932**Admin. Fee**

100.00

Charge

180.00

Total

280.00

Parcel #:12-223-31-256-005**5121 21ST AVE****Owner of Record**EUGENE & JOYCE L LLANAS
2913 11TH ST
KENOSHA, WI 53140-1177Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:12-223-31-278-010**5035 18TH AVE****Owner of Record**FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:12-223-31-278-010**5035 18TH AVE****Owner of Record**FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:12-223-31-278-017**5028 17TH AVE****Owner of Record**FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:12-223-31-278-017**5028 17TH AVE****Owner of Record**FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:12-223-31-384-013**5907 18TH AVE****Owner of Record**FINE PROPERTIES LLC
C/O JESSICA JENSEN-NELSON
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:12-223-31-384-013**5907 18TH AVE****Owner of Record**FINE PROPERTIES LLC
C/O JESSICA JENSEN-NELSON
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:12-223-31-406-007**614 56TH ST****Owner of Record**630 N GREEN BAY LLC
252 EAST DEERPATH RD
LAKE FOREST, IL 60045**Admin. Fee**

100.00

Charge

180.00

Total

280.00

RESOLUTION TOTAL**18,176.00**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for boarding and securing during 2011, in the total amount of \$5,067.96, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2012

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-162-030**2618 ROOSEVELT RD****Owner of Record**HOMETOWN ENTERPRISE INC
CROWN TROPHY OF KENOSHA
2618 ROOSEVELT RD
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

372.00

Total

472.00

Parcel #:02-122-02-481-016**7404 41ST AVE****Owner of Record**JONATHAN JAMESON
12206 60TH ST
KENOSHA, WI 53144

Admin. Fee

100.00

Charge

375.30

Total

475.30

Parcel #:03-122-05-250-852**10108 65TH ST****Owner of Record**KEITH A & JUDITH E ARGAST
10108 65TH ST
KENOSHA, WI 53142

Admin. Fee

100.00

Charge

72.12

Total

172.12

Parcel #:05-123-06-206-002**1413 61ST ST****Owner of Record**SHELBY J RIELLY
1413 61ST ST
KENOSHA, WI 53143-4439

Admin. Fee

100.00

Charge

344.12

Total

444.12

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097

Admin. Fee

100.00

Charge

196.00

Total

296.00

Parcel #:06-123-07-127-030**800 76TH ST****Owner of Record**BAC HOME LOAN SERVICING LP
7105 CORPORATE DR, PTX-B-209
PLANO, TX 75024

Admin. Fee

100.00

Charge

325.00

Total

425.00

Parcel #:06-123-07-127-030**800 76TH ST****Owner of Record**BAC HOME LOAN SERVICING LP
7105 CORPORATE DR, PTX-B-209
PLANO, TX 75024

Admin. Fee

100.00

Charge

120.00

Total

220.00

Parcel #:11-223-30-302-019**3904 14TH AVE****Owner of Record**ANTHONY J INFUSINO JR
2319 2ND CIR
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

63.30

Total

163.30

Parcel #:12-223-31-157-014**5147 13RD AVE****Owner of Record**FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

Admin. Fee

100.00

Charge

98.00

Total

198.00

Parcel #:12-223-31-204-026**4806 17TH AVE****Owner of Record**WELLS FARGO BANK NA
3476 STATEVIEW BLVD
FORT MILL, SC 29715

Admin. Fee

100.00

Charge

72.12

Total

172.12

Parcel #:12-223-31-466-001**5706 8TH AVE****Owner of Record**ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

110.00

Total

210.00

Parcel #:12-223-31-466-001**5706 8TH AVE****Owner of Record**ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

680.00

Total

780.00

Parcel #:12-223-31-466-001**5706 8TH AVE****Owner of Record**ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
160.00Total
260.00

Parcel #:12-223-31-466-001**5706 8TH AVE****Owner of Record**ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:12-223-31-466-001**5706 8TH AVE****Owner of Record**ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
140.00Total
240.00

Parcel #:12-223-31-466-001**5706 8TH AVE****Owner of Record**ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
160.00Total
260.00**RESOLUTION TOTAL****5,067.96**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for trash and debris removal during 2011, in the total amount of \$310.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2012

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Community Development & Inspections

/saz

Parcel #:12-223-31-466-001

5706 8TH AVE

Owner of Record
ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140

Admin. Fee
100.00

Charge

Total
310.00

RESOLUTION TOTAL

310.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for graffiti removal during 2011, in the total amount of **\$820.00**, be levied against the parcel(s) of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2012

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:05-123-06-229-005**2023 61ST ST****Owner of Record**BAC HOME LOANS SERVICING LP
7105 CORPORTATE DR PTX-B-209
PLANO, TX 75024

Admin. Fee

100.00

Charge

90.00

Total

190.00

Parcel #:05-123-06-307-008**1516 69TH ST****Owner of Record**JASON SCOFIELD
1516 69TH ST
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

90.00

Total

190.00

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097

Admin. Fee

100.00

Charge

150.00

Total

250.00

Parcel #:09-222-36-106-015**4608 24TH AVE****Owner of Record**JOSE RENEDO
4608 24TH AVE
KENOSHA, WI 53140-5966

Admin. Fee

100.00

Charge

90.00

Total

190.00

RESOLUTION TOTAL**820.00**

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin

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

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

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by report from the Health Department dated January 4, 2012, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Six Thousand Five Hundred Twenty Dollars and twenty cents (\$6,520.20) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this ____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



County of Kenosha

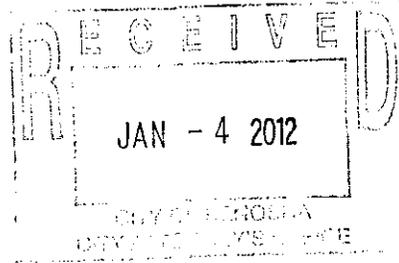
John T. Jansen, Director
Department of Human Services

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

DATE: January 4, 2012

TO: Edward R. Antaramian, City Attorney

FROM: Cynthia Johnson, Director Health Department



RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 -
City of Kenosha 2011 Clean ups.

1.)	1712 50th Street	PARCEL #	12-223-31-204-028
	<u>OWNER OF RECORD:</u> Banks of Wisconsin 5117 Green Bay Rd Kenosha WI 53144	<u>ASSESSMENT:</u>	
		Administrative Fee	75.00
		Clean up	175.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/4/2011	TOTAL:	250.00
2.)	7112 37th Avenue	PARCEL #	01-122-01-357-013
	<u>OWNER OF RECORD:</u> Secret Place LLC 5508 2nd Av Unit 1B Kenosha WI 53140	<u>ASSESSMENT:</u>	
		Administrative Fee	75.00
		Clean up	155.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/4/2011	TOTAL:	230.00
3.)	2708 48th St	PARCEL #	09-222-36-135-010
	<u>OWNER OF RECORD:</u> Equity Homes Inc 315 110th St Pleasant Prairie WI 53158	<u>ASSESSMENT:</u>	
		Administrative Fee	75.00
		Clean up	175.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/4/2011	TOTAL:	250.00
4.)	7013 40th Av	PARCEL #	02-122-02-407-004
	<u>OWNER OF RECORD:</u> GMAC Mortgage LLC c/o Michaelson, Connor 4400 Will Rogers Pwky Suite 300 Oklahoma City OK 72108	<u>ASSESSMENT:</u>	
		Administrative Fee	75.00
		Clean up	245.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 11/10/2011	TOTAL:	320.00

5.)	10108 65th St	PARCEL #	03-122-05-250-852
	<u>OWNER OF RECORD:</u> Keith & Judith Argast 10108 65th St Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 340.00 6.15 21.66 <u>442.81</u>
	Cleanup Date: 11/14/2011		
6.)	2121 57th St	PARCEL #	12-223-31-355-034
	<u>OWNER OF RECORD:</u> Pamela Daly 2121 57th St Kenosha WI 53140	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 125.00 <u>200.00</u>
	Cleanup Date: 11/17/2011		
7.)	1928 56th St	PARCEL #	12-223-31-352-007
	<u>OWNER OF RECORD:</u> Russ Borders 5601 Springbrook Rd Pleasant Prairie WI 53158	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 100.00 <u>175.00</u>
	Cleanup Date: 11/11/2011		
8.)	1413 61st Street	PARCEL #	05-123-06-206-002
	<u>OWNER OF RECORD:</u> Shelby Rielly 1413 61st Street Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 355.00 <u>430.00</u>
	Cleanup Date: 11/17/2011		
9.)	1503 19th Av	PARCEL #	10-223-18-326-003
	<u>OWNER OF RECORD:</u> Donn Sellers 1503 19th Av Kenosha WI 53140	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 285.00 6.15 <u>366.15</u>
	Cleanup Date: 11/28/2011		
10.)	7733 35th Av	PARCEL #	04-122-12-238-008
	<u>OWNER OF RECORD:</u> Nancy Nichi 7733 35th Av Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 235.00 6.15 <u>316.15</u>
	Cleanup Date: 11/28/2011		

11.)	4711 22nd Av	PARCEL #	12-223-31-229-017
	<u>OWNER OF RECORD:</u> Gregory & Eleticia Barker 4711 22nd Av Kenosha WI 53140	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 320.00 6.15 <u>401.15</u>
	Cleanup Date: 11/30/2011		
12.)	6016 33rd Av	PARCEL #	01-122-01-204-020
	<u>OWNER OF RECORD:</u> Angelika Voskresenskaya Larry McMurrin 477 N northwest Hwy Park Ridge IL 60068	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 125.00 6.15 <u>206.15</u>
	Cleanup Date: 12/19/2011		
13.)	2510 55th St	PARCEL #	09-222-36-407-004
	<u>OWNER OF RECORD:</u> Fine Properties 12403 85th Av Pleasant Prairie WI 53158	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 75.00 <u>150.00</u>
	Cleanup Date: 12/19/2011		
14.)	4324 6th Av	PARCEL #	11-223-30-481-008
	<u>OWNER OF RECORD:</u> Anthony & Elizabeth Garza 8604 2nd Av Pleasant Prairie WI 53158	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 155.00 <u>230.00</u>
	Cleanup Date: 12/19/2011		
15.)	5706 22nd Av	PARCEL #	09-222-36-483-024
	<u>OWNER OF RECORD:</u> Domenico & Ersilia Casalena 6323 50th Av Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 255.00 6.15 <u>336.15</u>
	Cleanup Date: 12/19/2011		
16.)	5710 22nd Av	PARCEL #	09-222-36-483-023
	<u>OWNER OF RECORD:</u> Jonathan Tutlewski 7629 50th Av Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting TOTAL:	 75.00 125.00 6.15 <u>206.15</u>
	Cleanup Date: 12/19/2011		

17.) **2421 25th Av** PARCEL # 07-222-24-406-006

OWNER OF RECORD:

US Bank
4801 Frederica ST
Owensboro KY 42301

Cleanup Date: 12/20/2011

ASSESSMENT:

Administrative Fee 75.00
Clean up 225.00
Certified Mail 6.15
Newspaper Posting

TOTAL: 306.15

18.) **7715 15th Av** PARCEL # 06-123-07-208-010

OWNER OF RECORD:

Thomas & Paula Conner
7715 15th Av
Kenosha WI 53143

Cleanup Date: 12/20/2011

ASSESSMENT:

Administrative Fee 75.00
Clean up 325.00
Certified Mail 6.15
Newspaper Posting

TOTAL: 406.15

19.) **612 44th St** PARCEL # 11-223-30-481-007

OWNER OF RECORD:

Russ Borders
5601 Springbrook Rd
Pleasant Prairie WI 53158

Cleanup Date: 12/2/2011

ASSESSMENT:

Administrative Fee 75.00
Clean up 125.00
Certified Mail
Newspaper Posting

TOTAL: 200.00

20.) **6118 54th Av** PARCEL # 02-122-02-228-012

OWNER OF RECORD:

Lorraine Blazewicz
6118 54th Av
Kenosha WI 53140

Cleanup Date: 12/23/2011

ASSESSMENT:

Administrative Fee 75.00
Clean up 995.00
Certified Mail 6.15
Newspaper Posting 22.04

TOTAL: 1,098.19

CHARTER 26 TOTAL	\$ 6,520.20
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1208 (3814 18th Avenue) in the total amount of \$55.88, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 107-10 authorizing such improvements in the street right-of-way.

Adopted this 6th day of February, 2012.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Debra Salas, City Clerk/Treasurer

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
11-223-30-326-011-0		12.500	\$55.88
		4" CONC R-R 12.50SF @ \$4.47 =	\$55.88
PROPERTY ADDRESS		NUMBER OF SQUARES	
TOD O OHNSTAD			
3814 18TH AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
TOD O OHNSTAD	LOT 5 BLK 7 HOOD'S 2ND ADD
3814 18TH AVE	PT OF SW 1/4 SEC 30 T2 R23
KENOSHA, WI 53140	V 1459 P479
	DOC#1137429
	DOC#1216540
	DOC#1357357
	DOC#1357358
	DOC #1491199

STREET TOTAL	12.50	\$55.88
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	12.500	TOTAL COST	\$55.88
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Levy A Special Tax Upon Certain Parcels of Land Within the City Of Kenosha Pursuant to §5.11F. of the Code of General Ordinances, Entitled "Sidewalks and Alleys to be Kept Clean by Responsible Party - Emergency Enforcement" (Snow Removal from Sidewalks) - If Invoices Therefor Are Not Paid Within Thirty (30) Days of Issuance

WHEREAS, following notice to and failure of certain property owners to remove sidewalk accumulation pursuant to §5.11 of the Code of General Ordinances, it was ordered removed, through private contract, by the Director of Public Works, pursuant to §5.11 of the Code of General Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that, pursuant to §5.11F. of the Code of General Ordinances, a special tax in the amount of \$125.00 be, and is hereby, levied against the respective parcel of property as shown by a report of the Department of Public Works and filed in the office of the City Clerk of the City of Kenosha, if invoices therefor are not paid within thirty (30) days of issuance.

Adopted this 6th day of February, 2012.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Debra L. Salas, City Clerk/Treasurer

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
55.000	\$1.00	\$125.00

PARCEL NUMBER LOT
07-222-24-252-021-0 0

SNOW CLEARED ON 1/14/11
INCORRECTLY ASSESSED TO WRONG PARCEL
2011

PROPERTY ADDRESS
KYLE KENNEDY
3700 022 ST

MAIL TO ADDRESS
KYLE KENNEDY
3700 22ND ST
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 21 PARKVIEW HEIGHTS SUB A
RE-DIV OF OUTLOT 3 CSM #2517
PT NW 1/4 & SW 1/4 SEC 24 T2
R 22 PLAT #5375 DOC#1502443
(2007 PT 07-222-24-207-003)
DOC#1528074
DOC#1531450 CORRECTION
DOC#1604322

STREET TOTAL 55.00 \$125.00

PAGE 1

GRAND TOTALS PARCELS 1 FOOTAGE 55.000 TOTAL COST \$125.00

PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(paving, grading, graveling and sidewalks and/or
driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of paving, grading and graveling, sidewalks and/or driveway approaches for Project #09-1011 (56th Street - 68th Avenue to 64th Avenue) in the total amount of \$43,590.67, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 79-11 authorizing such improvements in the street right-of-way.

Adopted this 6th day of February, 2012.

APPROVED:

Keith G. Bosman, Mayor

ATTEST:

Debra L. Salas, City Clerk/Treasurer

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PAVING 275.020	\$115.00	\$43,590.67
G & G 275.020	\$22.00	
SIDEWK1375.100	\$4.30	

PROPERTY ADDRESS
 KENOSHA GARDENS APARTMENTS LLC
 5430 064 AV

MAIL TO ADDRESS
 KENOSHA GARDENS APARTMENTS LLC
 1123 N ASTOR ST
 MILWAUKEE, WI 53202

LEGAL DESCRIPTION
 PT SW 1/4 SEC 34 T 2 R 22 BEG
 33 FT W OF E LN & 670 FT S OF
 N LN SD 1/4 SEC TH S 668.90 FT
 TO S LINE JOHNSON'S HIGHLANDS
 SUB W 315 FT N 668.90 FT E 315
 FT TO POB V 1030 P 213
 DOC#1448829

PAVING	275.02	\$31,627.30
GRAVEL	275.02	\$6,050.44
SIDEWK	1,375.10	\$5,912.93
STREET TOTAL	1,925.14	\$43,590.67

PAVING	275.020	\$31,627.30
GRAVEL	275.020	\$6,050.44
SIDEWK	1,375.100	\$5,912.93

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #057-11
FOR HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

PROJECT #10-1015 Resurfacing Phase II

WHEREAS, Resolution #057-11 for Project #10-1015 (26th Avenue – Lincoln Rd to 75th Street) in the amount of \$17,120.55 was passed by the Kenosha Common Council on June 6, 2011,

WHEREAS, it has been determined that Parcel #04-122-12-136-024 was incorrectly billed in the amount of \$1,333.53, and should have been billed in the amount of \$1110.03.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$17,120.55 to \$16,897.05.

Passed this 6th day of February, 2012.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, City Clerk-Treasurer

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #058-11
FOR HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACHES**

PROJECT #10-1016 Resurfacing Phase III

WHEREAS, Resolution #058-11 for Project #10-1016 Resurfacing Phase III (33rd Avenue - 60th Street to 50th Street, 22nd Avenue - 38th Street to 35th Street, 50th Avenue - 67th Street to 65th Street, 53rd Street - 26th Avenue to 22nd Avenue) in the amount of \$48,305.12 was passed by the Kenosha Common Council on June 6, 2011,

WHEREAS, it has been determined that a special assessment against Parcel #07-222-25-178-002 in the amount of \$111.75 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #09-222-36-402-008 was incorrectly billed in the amount of \$1,325.22, and should have been billed in the amount of \$989.97,

WHEREAS, it has been determined that a special assessment against Parcel #09-222-36-307-025 in the amount of \$286.20 for approach repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #09-222-36-307-028 in the amount of \$603.45 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #09-222-36-381-006 in the amount of \$335.25 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #11-223-30-256-003 in the amount of \$134.10 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$48,305.12 to \$46,499.12.

Passed this 6th day of February, 2012.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, City Clerk-Treasurer

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

RESOLUTION TO CORRECT RESOLUTION #062-11
SNOW REMOVAL FROM SIDEWALKS

PROJECT #10-001

WHEREAS, Resolution #062-11 for Project #10-001 (Citywide Locations) in the amount of \$35,164.65 was passed by the Kenosha Common Council on June 6, 2011,

WHEREAS, it has been determined that a special assessment against Parcel #07-222-24-251-064 in the amount of \$125.00 for snow removal from sidewalks was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$35,164.65 to \$35,039.65.

Passed this 6th day of February, 2012.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, City Clerk-Treasurer

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #100-11
FOR HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACHES**

PROJECT #10-1208 Sidewalk & Curb/Gutter Program

WHEREAS, Resolution #100-11 for Project #10-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) in the amount of \$75,558.00 was passed by the Kenosha Common Council on August 15, 2011,

WHEREAS, it has been determined that a special assessment against Parcel #02-122-02-130-005 in the amount of \$629.63 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #02-122-02-127-011 in the amount of \$447.00 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #07-222-25-429-024 in the amount of \$1,117.50 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #10-223-19-226-029 was incorrectly billed in the amount of \$1,513.34 and should have been billed in the amount of \$795.90,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$75,558.00 to \$72,646.43.

Passed this 6th day of February, 2012.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, City Clerk/Treasurer

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #127-11
FOR HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

PROJECT #11-1012 Resurfacing Phase I

WHEREAS, Resolution #127-11 for Project #11-1012 Resurfacing Phase I (32nd Avenue - 60th Street to 55th Street, Taft Road – Pershing Blvd to 39th Avenue, 25th Avenue - 32nd Street to 31st Street) in the amount of \$33,211.70 was passed by the Kenosha Common Council on October 3, 2011,

WHEREAS, it has been determined that a special assessment against Parcel #02-122-02-179-019 in the amount of \$127.50 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #02-122-02-108-025 in the amount of \$367.20 for approach repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$33,211.70 to \$32,717.00.

Passed this 6th day of February, 2012.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, City Clerk-Treasurer

RESOLUTION NO. _____

SPONSOR: ALDERPERSON ANTHONY NUDO

TO URGE THE SCHOOL BOARD OF THE KENOSHA UNIFIED SCHOOL DISTRICT TO REJECT RECOMMENDATIONS TO CLOSE MCKINLEY MIDDLE SCHOOL.

WHEREAS, McKinley Middle School is located at 5710 32nd Avenue, adjacent to McKinley Elementary School, both of which are in the heart of the McKinley Neighborhood, a designated neighborhood recognized by the City of Kenosha for planning purposes; and

WHEREAS, McKinley Middle School opened in 1921 as McKinley Junior High School under the supervision of Superintendent of Kenosha Schools, Mary Davision Bradford; and,

WHEREAS, McKinley Middle School was built as a twin of Washington Middle High School, which itself was opened in 1920, each with architectural aspects including wide sweeping stairways and wood floors in the classrooms and auditorium, along with other architectural details the recreation of which in modern construction would be cost prohibitive for school construction; and,

WHEREAS, McKinley Middle School provides education to over 650 students each year, most of whom come from the neighborhood surrounding the school; and,

WHEREAS, over the last two years, McKinley Middle School was one of two Kenosha middle schools honored as a “School of Recognition” by the state because of student performance; and,

WHEREAS, McKinley Middle School not only provides educational opportunities for the students attending it but also cultural activities for the neighborhood surrounding it; and,

WHEREAS, McKinley Middle School is comprised of 101,600 square feet on a

2.6 acre site; and,

WHEREAS, it was announced on January 27, 2012, that the Kenosha Unified School District's Budget Council released a recommendation that the District's administration will be presenting to the School Board on February 14, 2012, which recommendation includes the final closure of McKinley Middle School at the end of its 91st year of academic operation in June of 2012; and,

WHEREAS, the decision to close McKinley Middle School is not predicated on an alleged failure of its mission to continue to provide high levels of education to the students attending at McKinley Middle School, which it in fact does currently do, but rather is entirely driven by financial considerations of the school district; and,

WHEREAS, as unlike other recent closures of schools such as Columbus Elementary School, there are no concrete and immediate plans to sell or reuse McKinley Middle School, instead McKinley Middle School is slated to be shuttered with no maintenance allowing it to deteriorate in an unabated manner; and,

WHEREAS, the presence of a vacant McKinley Middle School in this neighborhood will have a blighting effect; and,

WHEREAS, the closing of McKinley Middle School will dispossess over 650 students requiring them to be bussed unnecessarily away from their neighborhood to other middle schools that will remain open, thereby placing pressures on those school buildings and school staffs; and,

WHEREAS, it is believed that the decision from the Budget Council to recommend the closure was made without direct communication or reference to Kenosha Unified School District's Long Range Facilities Planning Committee, which Committee last met April 18, 2011, without recommendation for closure of McKinley Middle School; and,

WHEREAS, it is believed that the decision was made without reference to potential future development on the former Bonnie Hame site, despite the administration of Kenosha Unified School District being aware of the City's Wilson Neighborhood Plan which neighborhood plan included a Bonnie Hame Subplan, which subplan specifically calls for a housing component on that site; and

WHEREAS, it is believed that the decision was made without reference to potential future redevelopment of the former Kenosha Engine Plant two blocks to the east of McKinley Middle School, which redevelopment of Kenosha Engine Plant will likely be the subject of a professional independent planning contractor and which redevelopment may include residential components; and,

WHEREAS, although there may be short term savings over the next several budget years for Kenosha Unified School District, such short sightedness does not allow for the recognition that maintaining the current McKinley Middle School with its current staff and student population providing high levels of educational opportunities over the course of the next years will be cheaper than having to spend money to build a new middle school in the City of Kenosha at some future date to accommodate an increased population; and,

WHEREAS, the Facilities Director of the Kenosha Unified School District at a public meeting on January 30, 2012 discussing the shuttering and potential razing of McKinley Middle School, informed the citizens attending that even with the shuttering of McKinley Middle School, the School District will have the capacity for students at the current student-teacher ratio for about twelve to fifteen years but,

WHEREAS, with McKinley Middle School remaining open, is clearly the case that the school district would retain sufficient capacity well into the middle of the century.

NOW THEREFORE, BE IT RESOLVED, the Common Council for the City

of Kenosha, Wisconsin does hereby urge the School Board for the Kenosha Unified School District to reject the recommendation of the Budget Council and to keep McKinley Middle School open as an operating middle school for students living in the City of Kenosha.

Adopted this _____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

SPONSOR: ALDERPERSON ANTHONY NUDO
CO-SPONSOR: ALDERPERSON STEVE BOSTROM
ALDERPERSON RAY MISNER
ALDERPERSON THEODORE RUFFALO
ALDERPERSON DAVID F. BOGDALA
ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON JESSE DOWNING

**TO CONGRATULATE KENOSHA RESIDENT LAURA KAEPELER
ON BECOMING MISS AMERICA AND TO DESIGNATE MARCH 2, 2012
AS LAURA KAEPELER DAY IN THE CITY OF KENOSHA**

WHEREAS, Laura Kaeppler is a resident of the City of Kenosha, and is a graduate of St. Joseph High School; and

WHEREAS, Laura Kaeppler is a 2010 graduate of Carthage College, Kenosha, Wisconsin, holding a bachelor of arts degree in Music with an emphasis in Vocal Performance; and

WHEREAS, Ms. Kaeppler is a talented singer, having performed at Carnegie Hall and was a member of the Milwaukee Symphony Chorus; and

WHEREAS, Ms. Kaeppler founded Circles of Support, which provides an education program that addresses the societal aspects of the issue and which mentors children of incarcerated parents; and

WHEREAS, Ms. Kaeppler used her strengths, talents, and education to become Miss Wisconsin 2011, thereby being the state's representative to the Miss America Pageant; and

WHEREAS, the Miss America Pageant encourages contestants to champion social causes as a platform, which allowed Ms. Kaeppler to courageously bring her passion for the Circles of Support organization into the national spotlight; and

WHEREAS, on January 14, 2012, Ms. Kaeppler became Miss America 2012; and

WHEREAS, Laura Kaeppler, as Miss America 2012 and the former Miss Wisconsin 2011, is a

positive role model and ambassador for the City of Kenosha.

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Kenosha does hereby congratulate Laura Kaeppler for the extraordinary accomplishment of becoming Miss America 2012.

BE IT FURTHER RESOLVED that March 2, 2012 be known as Laura Kaeppler Day in the City of Kenosha.

BE IT FURTHER RESOLVED that the Common Council urges the citizens of the City of Kenosha and all citizens everywhere to become aware of the social issues addressed by the Circles of Support organization.

Adopted this _____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted by:

EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

**BY: ALDERPERSON BOGDALA
ALDERPERSON RUFFALO
ALDERPERSON DOWNING**

TO REGISTER THE OPPOSITION OF THE CITY OF KENOSHA, WISCONSIN COMMON COUNCIL OF THE PROPOSED CHANGE TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM RULE CONCERNING CONVERSION OF HOMEOWNERSHIP UNITS TO RENTAL UNITS

WHEREAS, the HOME Program was authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12721 et seq.) and has been in operation for 20 years through the Department of Housing and Urban Development (HUD); and,

WHEREAS, the HOME Program provides grants to states and participating jurisdictions to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or to fund direct rental assistance to low-income people; and,

WHEREAS, the City of Kenosha, Wisconsin is a participating jurisdiction under the HOME Program and has established a HOME Program Commission to solicit, review and recommend projects to be funded by HOME Investment Partnership Program grants to provide more affordable rental and homeownership housing through acquisition, rehabilitation, new construction and any other eligible activities under the HOME Program; and,

WHEREAS, HUD has published a Proposed Rule in the *Federal Register*, Vol. 76, No. 242 on Friday, December 16, 2011 concerning the HOME Program and is soliciting comments on the Proposed Rule by February 14, 2012; and,

WHEREAS, a significant change is proposed concerning homeownership units, where units acquired, rehabilitated or newly constructed with HOME funds for homeownership purposes will be required to be sold to an eligible buyer within six (6) months of construction completion or the unit must be converted to a HOME rental unit and operated in compliance with HOME rules for the affordability period applicable to rental projects; and,

WHEREAS, one of the purposes of the changes to the Proposed Rule has been identified to require program designs that ensure sustainable homeownership and,

WHEREAS, the City of Kenosha HOME Program Description, adopted Neighborhood plans, and the *Comprehensive Plan for the City of Kenosha* support the mission to promote and increase homeownership to strengthen and revitalize its neighborhoods; and,

WHEREAS, the conversion of homeownership units to rental units would be contrary to the mission of promoting homeownership and revitalizing older neighborhoods in the City of Kenosha.

NOW THEREFORE, BE IT RESOLVED, that the Common Council does hereby register its opposition to the HOME Program Proposed Rule concerning the requirement to convert homeownership units to rental units if the unit is not sold to an eligible buyer within six months of construction completion.

BE IT FURTHER RESOLVED, that the Department of Community Development and

Inspections is hereby directed to include a copy of this Resolution in its comments to the Regulations Division of the Office of General Counsel of the Department of Housing and Urban Development.

Adopted this ____ day of February, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

RESOLUTION NO. _____

By: Mayor

2012 Transfer of Funds Needed to Fund
City Clerk/Treasurer Position

WHEREAS, Resolution #159-11 adopted by the Common Council on December 19, 2011 reestablished the positions of City Clerk/Treasurer and City Assessor and;

WHEREAS, the 2012 City of Kenosha Operating Budget included funding for the combined position of City Clerk/Treasurer/Assessor;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin, that there be transferred:

FROM:	Assessing	
	Salaries - 110-01-50901-111	\$ 5,416.
	WRS – 110-01-50901-151	\$ 319.
	FICA – 110-01-50901-152	\$ 336.
	Medicare – 110-01-50901-158	\$ 79.
	Health Insurance – 110-01-50901-155	\$ 9,808.
	Contingency	
	110-09-56701-901	<u>\$ 30,571.</u>
	Total	\$ 46,529.
TO:	Clerk/Treasurer	
	Salaries – 110-01-51201-111	\$ 36,315.
	WRS – 110-01-51201-151	\$ 2,145.
	FICA – 110-01-51201-152	\$ 2,255.
	Medicare – 110-01-51201-158	\$ 531.
	Health Insurance – 110-01-51201-155	<u>\$ 5,283.</u>
	Total	\$ 46,529.

Adopted this _____ day of _____, 2012

APPROVED _____
Keith G. Bosman

ATTEST: _____
Michael Higgins

(RES12/trnsfndCLK.ASSESS.1.11.12)

**KEITH G. BOSMAN
MAYOR**



*CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010*

February 1, 2012

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Miles Hartley, 600-52nd Street, Kenosha to the Kenosha Housing Authority, to fulfill an unexpired term which will expire July 1, 2014. Mr. Hartley filed his Statement of Economic Interest on January 23, 2012.

Mr. Hartley is a lifelong Kenosha resident. He attended Kenosha public schools, graduated from UW-Madison with a Bachelors of Arts Degree in 2002, then graduated from University of Wisconsin Law School Cum Laude and began practice in 2006.

Mr. Harley serves on the board of the *Friends of the Kenosha Public Museums*, is a volunteer mentor through the KABA Mentoring Program, and has been involved in the Urban Outreach Legal Clinic and Kenosha County Bar Association's "Law Day." In addition, he recently joined Cardinal Stritch University as an adjunct faculty member, teaching classes in both Business Law and Negotiations/Mediations.

I am confident Mr. Hartley will be a conscientious and hardworking member of the Kenosha Housing Authority.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', written over the printed name below.

Keith G. Bosman
Mayor

KGB:pml

This form must be filed with:
 City Clerk/Treasurer
 City of Kenosha



This space for office use:
 Postmark/Received Date:

JAN 20 2012

JAN 23 2012

CITY OF KENOSHA
Statement of Economic Interest

Hartley Last Name Miles First Name W Middle Initial
2013 33rd St., Kenosha, WI 53140 Primary Residence Address Municipality [City/Town/Village]

Position Held or Sought: Commissioner of Kenosha Housing Authority

General filing information:

- The information sought in this form is required by Chapter XXIX of the Code of General Ordinances.
- The information to be provided in this Statement of Economic Interest covers the period from January 1 of the preceding taxable year to the date this Statement of Economic Interest is filed with the City Clerk/Treasurer as required by Chapter XXIX of the Code of General Ordinances.

A copy of Chapter XXIX of the Code of General Ordinances, "Statement of Economic Interest by City Officers, Employees, Candidates and Nominees" is available at <http://www.kenosha.org>.

1. BUSINESS ACTIVITIES. List businesses, farms, rental, commercial, and income producing real estate, and business activities in the City of Kenosha which you, your spouse, cohabitant or domestic partner had a least a 10% or greater interest. If none, state none.

Name of Business	Address	Describe Nature of Business
NONE	N/A	N/A

2. REAL ESTATE. List the specific location of real estate located in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had an interest except your principal residence and real estate whose location you listed in Item 1. If none, state none.

LOCATION OF PROPERTY Street address or tax parcel no. if vacant land	TYPE OF PROPERTY (e.g., farm, apartment, condominium or second home)	NATURE OF INTEREST (e.g., own, lease, option, easement, land contract, partnership, limited liability company)
NONE	N/A	N/A

3. EMPLOYER. List your and your spouse's, cohabitant's or domestic partner's employers. If self-employed list nature of business. If none, state none.

Name of Employer If City of Kenosha identify office or department	City	State	Nature of employer's business
Guthormsen, Hartley, Wilk & Higgins, LLP	Kenosha	WI	Law Office
Community Impact Programs	Kenosha	WI	Social Services (spouse)

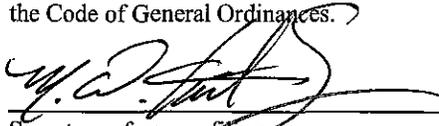
Rev. 09/08/11

4. **FOR PROFIT AND NOT-FOR-PROFIT AFFILIATIONS.** List organizations with which you, your spouse, cohabitant or domestic partner was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1. If none, state none.

(Spouse)

Name of Organization	Nature of Organization	City and State	Position
Community Impact Programs	Social Services	Kenosha, WI	Supervisor
Friends of the Kenosha Public Museums		Kenosha, WI	Board Member

I certify that the information contained in this *Statement of Economic Interest* is true, correct and complete to the best of my knowledge, information and belief. In the event this Statement of Economic Interest is filed prior to the time for filing set forth in Section 29.04 of the Code of General Ordinances, I certify that I will amend it, if amendment is necessary, to bring it into conformity with the true statement of my economic interest as of the time for filing set forth in Section 29.04 of the Code of General Ordinances.


 Signature of person filing _____ Date 1/18/12

Daytime Phone Number 262 - 658-4800

E-mail Address mwh@kenoshalawyers.com

Instructions

Attachments:

Additional pages may be used to provide all of the information necessary to complete your Statement of Economic Interest. Attached pages should conform to the same formatting as the existing Statement of Economic Interest.

Definitions:

1. **BUSINESS ACTIVITIES.** List businesses, farms, rental, commercial, and income-producing real estate and business activities in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had at least a 10% or greater interest. Include interests owned directly or through (a) a partnership; (b) a corporation (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
 - List the name of each business, farm, and rental, commercial and income-producing real estate that operated under a business name.
 - If you, your spouse, cohabitant or domestic partner owned rental or other income-producing real estate, but did not operate under a business name, list the street address of the real estate, and describe the nature of the business.
 - If you, your spouse, cohabitant or domestic partner was self-employed, but did not operate under a business name, list the street address of the real estate, and describe the nature of the business.
2. **REAL ESTATE.** List the specific location of real estate located in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had an interest. Do not list your principal residence or real estate whose location you listed in Item 1. Include real estate you, your spouse, cohabitant or domestic partner owned directly or through: (a) a partnership; (b) a corporation; (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
3. **EMPLOYER.** List your and your spouse's, cohabitant's or domestic partner's employers. If self-employed list nature of business.
4. **FOR PROFIT AND NOT-FOR-PROFIT AFFILIATIONS.** List organizations with which you, your spouse, cohabitant or domestic partner was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1.
 - List all for profit and not-for-profit organizations except those listed in Item 1.

Accounts Payable
Accounts Receivable
Payroll
Purchasing
Risk Management



Main Line: (262) 653-4180
FAX: (262) 653-4190
Email: finance@kenosha.org

Carol L. Stancato
Director of Finance

CITY OF KENOSHA
DEPARTMENT OF FINANCE
625 - 52nd STREET
KENOSHA, WISCONSIN 53140

TO: Kenosha Common Council

FROM: Carol L. Stancato, Director of Finance 

SUBJECT: Response To Questions RE: Real Estate Appraisal Services Agreement

DATE: January 11, 2012

This memo is in response to questions that arose at the last Finance Committee and Council meetings relative to the proposed agreement with G.A. Bock & Associates d/b/a Southern Wisconsin Appraisal for real estate appraisal services. Hopefully, this memo will respond to all of those questions.

1. The Request for Proposal is included.
2. Question regarding the fixed cost fee of \$375.00 for services -

Per Gene Bock, the web site is old and outdated.

Fees range from \$350.00 - \$425.00 depending on the complexity of the appraisal. The proposal of \$375.00 is for two reasons: 1) the properties indicated are new construction in older developed areas for which there would be a lack of comparables which adds to the complexity; 2) the proposal is guaranteed for a two year period.

3. Question regarding \$350.00 fee for appraisals over one year -

Section #4 of the agreement has been updated to clarify a two tier fee.

4. Question regarding \$200.00 fee for court preparation and testimony fee -

The \$200.00 fee was based on the proposal request for court preparation and testimony.

Section #4 of the agreement has been updated to clarify a two tier fee.

5. Per Gene Bock, the employee in question is not a licensed appraiser and would not have been able to do any appraisals for the company.

6. Total payments made to the vendor during the last five (5) years: paid in 2011 \$900.00; paid in 2010 \$18,800.00; paid in 2009 \$12,850.00; paid in 2008 \$9,525.00; paid in 2007 \$6,600.00.

I hope that this memo, responds to all of the questions. If more information is needed, please let me know.

(MEMO12/Appraisalagreementresponse1.11.12)

REAL ESTATE APPRAISAL SERVICES AGREEMENT

By and Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation
(Through Its Department of City Development)**

And

G.A. Bock & Associates d/b/a Southern Wisconsin Appraisal,

THIS AGREEMENT, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through its Department of City Development, hereinafter referred to as "**CITY**", and Southern Wisconsin Appraisal, whose principal place of business is located at 1055 Prairie Drive, Suite C, Racine, Wisconsin 53406, herein referred to as "**APPRAISER**".

WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **APPRAISAL SERVICES.** **APPRAISER** shall furnish Real Estate Appraisals for residential properties owned by the **CITY** on an as needed basis in accordance with **CITY's** terms, conditions and special guidelines. The parties hereto acknowledge that a list of appraisals currently needed and contemplated in the future are listed in the attached Request for Proposal and **APPRAISER's** response thereto (collectively referred to as the "Proposal").

2. **TERM.** The term of the Agreement will be January 1, 2012 through December 31, 2013 ("Service Term").

3. **STANDARDS FOR SERVICE.** Appraisal reports prepared under this service agreement shall be detailed, comprehensive in its description of the property and provide documented conclusion as to the fair market value of the properties reported on. Appraisal reports shall adhere to the Uniform Standards of Professional Appraisal Practices (USPAP) and be certified by **APPRAISER**. At minimum, **APPRAISER** shall (1) perform a complete visual inspection of the interior and exterior of the subject property, (2) inspect the neighborhood surrounding the subject property, (3) conduct a minimum of a street inspection of all comparable sales referenced, (4) research, verify, and analyze data from reliable public and/or private sources and (5) provide a report with analysis, opinions and conclusions. A written appraisal report shall take no more than two (2) weeks unless otherwise agreed to in writing by the Director of City Development or the Director of any succeeding department.

4. **PAYMENT.** The **CITY** shall pay to the **APPRAISER** a per location fixed cost of Three Hundred Seventy-Five Dollars (\$375.00) for appraisal services and the provision of the report. Properties remaining unsold and requiring a current appraisal, which for purposes of this Agreement shall mean an Appraisal older than one (1) year shall be Three Hundred Fifty Dollars (\$350.00). Fees for court preparation and testimony will be charged at Two Hundred Dollars (\$200.00) per hour.

5. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **APPRAISER** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **APPRAISER** shall be responsible for providing Worker's and Unemployment Compensation with respect to its employees.

6. **PERFORMANCE.** The **APPRAISER** will prosecute work diligently until fully complete. If it is determined and fully substantiated that the **APPRAISER** has not fulfilled its obligation, the **CITY** reserves the right to terminate this Agreement upon forty-eight (48) hours notice for any breach thereof. In the event the **APPRAISER** fails to perform any provision of this Agreement, the **CITY** shall notify the **APPRAISER**, in writing, of the alleged breach, and in the event that the **APPRAISER** has not commenced proper action to correct deficiencies within a forty-eight (48) hours after notification, this Agreement may be terminated by **CITY** forthwith.

7. **MERGER.** The documents contained in the Proposal are incorporated herein and are made a part of this Agreement. To the extent any conflict exists between the Agreement and Proposal, this Agreement shall control.

8. **ASSIGNMENT.** **APPRAISER** shall not assign this Agreement to any other person or entity without the consent of **CITY**.

9. **LAWS, RULES AND REGULATIONS.** Services under this Agreement shall be performed in accordance with applicable Federal, State, and **CITY** laws, rules and regulations.

10. **AMEND IN WRITING.** This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.

11. **NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

a.	If to Department of City Development	Director of City Development Municipal Building, Room 308 625 52nd Street, Kenosha, Wisconsin 53140
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	With a copy to:	Department of Finance Municipal Building, Room 208 625 52nd Street, Kenosha, Wisconsin 53140
--	-----------------	---

b.	If to Southern Wisconsin Appraisal	1055 Prairie Drive, Suite C Racine, Wisconsin 53406
----	------------------------------------	--

12. **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 a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

CITY OF KENOSHA, WISCONSIN

A Municipal Corporation, through its
Department of City Development

BY: _____
Jeffrey Labahn
Director of City Development

DATE: _____

BY: _____
Carol L. Stancato, Director of Finance

DATE: _____

G.A. Bock & Associates
d/b/a Southern Wisconsin Appraisal

BY: _____
Gene A. Bock
Senior Appraiser

DATE: _____

REAL ESTATE APPRAISAL SERVICES AGREEMENT

By and Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation
~~(Through Its Department of City Development)~~
(Through Its Department of Community Development & Inspections)

And

G.A. Bock & Associates d/b/a Southern Wisconsin Appraisal,

THIS AGREEMENT, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through its ~~Department of City Development~~, **(Department of Community Development & Inspections)**, hereinafter referred to as "**CITY**", and Southern Wisconsin Appraisal, whose principal place of business is located at 1055 Prairie Drive, Suite C, Racine, Wisconsin 53406, herein referred to as "**APPRAISER**".

WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **APPRAISAL SERVICES.** **APPRAISER** shall furnish Real Estate Appraisals for residential properties owned by the **CITY** on an as needed basis in accordance with **CITY's** terms, conditions and special guidelines. The parties hereto acknowledge that a list of appraisals currently needed and contemplated in the future are listed in the attached Request for Proposal and **APPRAISER's** response thereto (collectively referred to as the "Proposal").

2. **TERM.** The term of the Agreement will be January 1, 2012 through December 31, 2013 ("Service Term").

3. **STANDARDS FOR SERVICE.** Appraisal reports prepared under this service agreement shall be detailed, comprehensive in its description of the property and provide documented conclusion as to the fair market value of the properties reported on. Appraisal reports shall adhere to the Uniform Standards of Professional Appraisal Practices (USPAP) and be certified by **APPRAISER**. At minimum, **APPRAISER** shall (1) perform a complete visual inspection of the interior and exterior of the subject property, (2) inspect the neighborhood surrounding the subject property, (3) conduct a minimum of a street inspection of all comparable sales referenced, (4) research, verify, and analyze data from reliable public and/or private sources and (5) provide a report with analysis, opinions and conclusions. A written appraisal report shall take no more than two (2) weeks unless otherwise agreed to in writing by the Director of City Development or the Director of any succeeding department.

4. **PAYMENT.** The **CITY** shall pay to the **APPRAISER** a per location fixed cost of Three Hundred Seventy-Five Dollars (\$375.00) for appraisal services and the provision of the report. ~~Properties remaining unsold and requiring a current appraisal, which for purposes of this Agreement shall mean an Appraisal older than one (1) year shall be Three Hundred Fifty Dollars (\$350.00).~~ **(For properties remaining unsold for a period exceeding three (3) years and/or if the APPRAISER did not provide the original appraisal and report, the per location fixed cost shall be Three Hundred Seventy-Five Dollars (\$375.00) for the new**

appraisal and report. For properties remaining unsold for a period of three (3) years or less where the **APPRAISER** did the original appraisal and report, the per location fixed cost shall be Three Hundred Fifty Dollars (\$350.00) for the new appraisal and report.) ~~Fees for court preparation and testimony will be charged at Two Hundred Dollars (\$200.00) per hour.~~ (The **CITY** shall pay to the **APPRAISER** an hourly rate of One Hundred Fifty Dollars (\$150.00) for necessary court preparation work. Should court testimony be necessary, the **CITY** shall pay to the **APPRAISER** an hourly rate of Two Hundred Dollars (\$200.00) for the court preparation and testimony.)

5. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **APPRAISER** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **APPRAISER** shall be responsible for providing Worker's and Unemployment Compensation with respect to its employees.

6. **PERFORMANCE.** The **APPRAISER** will prosecute work diligently until fully complete. If it is determined and fully substantiated that the **APPRAISER** has not fulfilled its obligation, the **CITY** reserves the right to terminate this Agreement upon forty-eight (48) hours notice for any breach thereof. In the event the **APPRAISER** fails to perform any provision of this Agreement, the **CITY** shall notify the **APPRAISER**, in writing, of the alleged breach, and in the event that the **APPRAISER** has not commenced proper action to correct deficiencies within a forty-eight (48) hours after notification, this Agreement may be terminated by **CITY** forthwith.

7. **MERGER.** The documents contained in the Proposal are incorporated herein and are made a part of this Agreement. To the extent any conflict exists between the Agreement and Proposal, this Agreement shall control.

8. **ASSIGNMENT.** **APPRAISER** shall not assign this Agreement to any other person or entity without the consent of **CITY**.

9. **LAWS, RULES AND REGULATIONS.** Services under this Agreement shall be performed in accordance with applicable Federal, State, and **CITY** laws, rules and regulations.

10. **AMEND IN WRITING.** This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both parties.

11. **NOTICE.** Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

a. If to Department of

City Development

With a copy to:

~~Director of City Development~~
(Interim Director of Community
Development & Inspections)

Municipal Building, Room 308
625 52nd Street,
Kenosha, Wisconsin 53140

Department of Finance
Municipal Building, Room 208
625 52nd Street,

Kenosha, Wisconsin 53140

b. If to Southern Wisconsin Appraisal

1055 Prairie Drive, Suite C
Racine, Wisconsin 53406

12. **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 a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation, through its
~~Department of City Development~~
(Department of Community Development & Inspections)

G.A. Bock & Associates
d/b/a Southern Wisconsin Appraisal

BY: _____
Jeffrey Labahn
~~Director of City Development~~
**(Interim Director of Community Development
& Inspections)**

BY: _____
Gene A. Bock
Senior Appraiser

DATE: _____

DATE: _____

BY: _____
Carol L. Stancato
Director of Finance

DATE: _____



CITY OF KENOSHA
REAL ESTATE APPRAISAL SERVICES
PROPOSAL NOTICE #29-11

Sealed proposals will be accepted by the City of Kenosha, in the Department of Finance, Municipal Office Building, 625 52nd Street, Room 208, Kenosha, Wisconsin until:

Tuesday November 15, 2011 at 3:00 P.M.

for Real Estate Appraisal for residential properties on a contractual basis in accordance with City of Kenosha terms, conditions and specific guidelines. The contract term will be for a period of two (2) years.

Appraiser's will be required to be licensed by the State of Wisconsin as a General or Residential Certified Appraiser.

Proposals must be sealed and submitted on the attached proposal form. Sealed envelopes shall be clearly marked with the scheduled date and time of opening, proposal description and the proposal notice number. Proposals received after the deadline will not be considered. Proposal forms must be signed and dated and all required documents including relevant references must be included in the proposal package. No faxed or other electronically communicated proposals will be considered.

The City of Kenosha reserves the right to award contracts for the appraisal of residential parcels on an individual basis.

The City of Kenosha reserves the right to accept or to reject any or all proposals or to accept any proposals deemed the most advantageous for the City.

Attached is a listing of residential properties that have been recently constructed and require a new appraisal, existing properties that have been appraised but require an update as appraisals are more than one year old and properties with anticipatory construction in the next 30 days with completion within six (6) to nine (9) months that will require appraisals in the future. In addition to the proposal price, please provide the length of time that you will need to complete a written appraisal report after receiving a notice to proceed.

All appraisals will be prepared utilizing appropriate appraisal forms or similar approved format. Appraisal guidelines are included for reference.

The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax, therefore, proposals should be made exclusive of any such taxes. A Tax Exemption Certificate and/or Tax Exemption Registry Number will be furnished to the successful proposer.

Inquiries regarding this proposal should be directed to Purchasing Manager Mark Willing at 262-653-4080.



**CITY OF KENOSHA
REAL ESTATE APPRAISAL SERVICES
PROPOSAL NOTICE #29-11
PROPERTY APPRAISAL GUIDELINES**

Appraisal reports prepared for the City of Kenosha, Department of City Development shall be prepared according to the following guidelines.

A detailed and comprehensive report describing the property and coming to a documented conclusion as to the fair market value of such property. The report must contain the rationale the appraiser uses to reach his opinion of value and must be documented by market data which supports the appraiser's rationale. The appraisal must adhere to the Uniform Standards of Professional Appraisal Practice (USPAP).

The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) a report of the analysis, opinions, and conclusions in the appraisal report.

Outline of Appraisal Requirements:

1. Identification of property that includes Legal description, Parcel Identification Number, street address, and other identifying information which will properly identify or locate the property.
2. Definition of fair market value.
3. Market Approach (normally when good market data is available to solve the appraisal problem, this is the primary approach considered). Cost analysis will be required when applicable.
 - a. Complete description of comparable sales used. In general, this description should be similar to the description of the subject property listed above. In addition, the following items are considered essential:
 1. Date of sale.
 2. Sales price and how price was verified.
 3. Names of grantor and grantee.
 4. Recording data.
4. Cost approach (normally used only for special purpose properties, or when structures involved are quite new or no market is available. (Note: It is acceptable to include minor cost of cure

Items to the Market Approach without doing a complete Cost Approach for the entire property.)

5. Correlation and conclusion (if more than one approach has been used.)
6. Other descriptive material such as photos, maps, sketches, charts, plans, etc. which would help to explain and document the appraiser's reasoning and conclusion.
7. A certification, dated and signed by appraiser, is required. A certification similar to the following is suggested.

I certify that, to the best of my knowledge, the statements made in this report are true and I have not knowingly withheld any significant information; that I have personally inspected subject property, that I have no interest, present or contemplated, in subject property or the participants in the impending transaction; that neither the employment nor compensation to make said appraisal is contingent upon my value estimate; and that all contingent and limiting conditions are stated herein; and the fee charged is consistent with my usual charge for appraisal services.

Estimate Market Value, as defined, of Subject Property as of _____,
20____.

\$ _____.

Signed: _____



CITY OF KENOSHA
REAL ESTATE APPRAISAL SERVICES
PROPOSAL NOTICE #29-11
PROPOSAL

City of Kenosha
Department of Finance, Room 208
625 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4180

Finance:

We hereby propose to provide real estate appraisal services specified herein, at the following firm prices:

A. New Appraisals Required (Construction has been completed)

5500 24th Avenue	\$ 375.00
5414 22nd Avenue	\$ 375.00
5420 22nd Avenue	\$ 375.00
5422 22nd Avenue	\$ 375.00
2414 55th Street	\$ 375.00
Total Cost for New Appraisals:	\$ 1,875.00

B. Updates Needed (Appraisals have been completed, but are at least one year old)

5803 16th Avenue	\$ 375.00
6105 18th Avenue	\$ 375.00
6111 18th Avenue	\$ 375.00
6115 18th Avenue	\$ 375.00
6121 18th Avenue	\$ 375.00
5810 19th Avenue	\$ 375.00
(Note: Pre-rehab appraisal; appraisal was dated 8/24/10)	
5541 24th Avenue	\$ 375.00
5421 25th Avenue	\$ 375.00
Total Cost for Updates	\$ 3,000.00

C. Future Construction (starting in the next thirty (30) days. Completed in six (6) to nine (9) months)

1414-59th Street	\$ 375.00
6638-16th Avenue	\$ 375.00
5126-21st Avenue	\$ 375.00
6512-24th Avenue	\$ 375.00
2103-45th Street	\$ 375.00
6105-25th Avenue	\$ 375.00

Total Cost For Future Appraisals \$ 2,250.00

Properties that remain unsold, will require an Updated Appraisal, when the time period since the last appraisal exceeds one (1) year. Please provide a flat rate for a subsequent Update Appraisal:
\$ 350.00

Please provide the length of time that you will need to complete a written appraisal report after receiving a notice to proceed.
1 to 2 weeks

Agency certification designation is: SRA, ASA, CRA

Agency license number is: WI 311-10

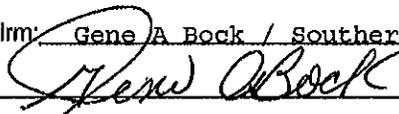
Fees for court preparation and court testimony will be \$ 200.00 per hour.

Payment terms: 100 % 45 days, Net 45 day

Are you a minority owned business? Yes _____ No X

Respectfully Submitted,

Name of Appraiser/Firm: Gene A Bock / Southern Wisconsin Appraisal

Signature: 

Print Name: Gene A Bock

Address: 1055 Prairie Dr., Suite C Racine, WI 53406

Phone No.: 262-886-2450 Fax No.: 262-886-6145

Email Address: gene@gabock.com

Date: November 7, 2011



CITY OF KENOSHA
REAL ESTATE APPRAISAL SERVICES
PROPOSAL NOTICE 29-11
REFERENCES

1 Sharon K Krewson, Kenosha City Development - (Retired)

2 Alan Larsen, Senior VP Loans

Peoples Bank 262-723-4200

837 N Wisconsin Elkhorn, WI 53121

3 Gary White, VP Loans

PyraMax Bank-South Milwaukee Branch 414-235-5107

1015 Marquette Ave South Milwaukee, WI 53172

4 Debra Sinkula-WisDOT Real Estate

141 N Barstow St Waukesha, WI 53187

262-548-8757

5 Karen Braun, Project Manager

Waukesha County Public Works 262-896-8538

515 W Moorland Blvd Waukesha, WI 53188

Comments:

Please see attached resume.

QUALIFICATIONS OF THE APPRAISER

GENE A. BOCK

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
gene@gabock.com

PROFESSIONAL AFFILIATIONS

Appraisal Institute (since 1980)

Designation: Senior Residential Appraiser (SRA)

Appraisal Institute, MAI Candidate

Continuing Education: Certified through December 31, 2015

Activities: Past President, Vice President, and Director of Racine Chapter

American Society of Appraisers (since 1982)

Designation: Senior Member (ASA)

National Association of Review Appraisers and Mortgage Underwriters (since 1980)

Designation: Certified Review Appraiser (CRA)

NARA/MU Approved Appraiser #55089

Employee Relocation Council

Designation: Certified Relocation Professional (CRP) (1995-2007)

State of Wisconsin Certifications

Certified General Appraiser #311-010 (November, 1992)

Assessor II Level (1980-2002)

Energy Efficiency Inspector (1984-2005)

State of Illinois Certifications

Certified General Appraiser #553.002116 (May, 2011)

Real Estate Organizations

Racine Board of Realtors

Kenosha Board of Realtors

Multiple Listing Service of Metro Milwaukee

Multiple Listing Service of Racine

Multiple Listing Service of Kenosha

Lake Area Multiple Listing Service (Walworth)

National Association of Realtors

Wisconsin Realtors Association

National Association of Realtors Appraiser Section

An appointed member of the Racine County Land Commission, a committee formed to conduct hearings regarding eminent domain issues.

COLLEGE EDUCATION

Graduated from the University of Wisconsin-River Falls in February, 1975, with a Bachelor of Science Degree in Scientific Land Management. Studies emphasized land use, soil science, and economics.

Activities included Alpha Gamma Rho Fraternity, concert choir and Alpha Zeta Honorary Fraternity.

POST-COLLEGE

Appraisal Institute: Uniform Standards of Professional Appraisal Practice - Parts A & B

Understanding Limited Appraisals – Residential Case Studies in Real Estate Valuation

Narrative Report Writing & Valuation Analysis

Common Council Agenda Item K1

Finance Agenda Item #14 February 6, 2012 Page 178

Courses 101, 102, 201, and R-2 exam
 Narrative Report Seminar
 Computer Application Seminar
 Subdivision Analysis

FNMA Appraisal Issues
 New URAR Form & Procedures
 Creative Financing Seminar
 Cash Equivalency Seminar

(All tests were successfully completed.)

University of Wisconsin: Residential Design and Construction
 Appraiser's Testimony in Court
 Real Estate Finance and Appraisals
 Comprehensive & Advanced Lotus 1-2-3

CONTINUING EDUCATION

Gene A Bock

Professional Education

(2000 to Present)

Program Title	Year	Sponsor	Hours
Real Estate Appraisal Review	Mar-00	IRWA	11
Guidelines for Local Public Agencies	May-00	Wis DOT	7
Litigation Skills for the Appraiser	Oct-00	Appraisal Institute	7
Computer Usage and RE Applications	Nov-00	UW Parkside	29
Eminent Domain Issues	May-01	Wis DOT	7
Eminent Domain Training for Attorneys and Appraisers	May-01	Appraisal Institute	24
Real Estate Contract Conference	Jun-01	Appraisal Institute	4
Real Estate Contractors Conference	Jun-01	Wis DOT	7
USPAP - Standards and Ethics Update	Dec-01	Appraisal Institute	4
Appraisers & Relocation	Feb-02	Appraisal Institute	4.5
DRI Practice Guidelines & Ethics	Apr-02	Gateway Tech Inst	3
Real Estate Forms & Contract Law	Apr-02	Gateway Tech Inst	3
DRL Practice Guidelines & Ethics	Dec-02	Appraisal Institute	3
Forms & Contract Law	Dec-02	Appraisal Institute	3
Public Agency Real Estate Seminar	Apr-03	Appraisal Institute	4.5
USPAP - Standards and Ethics for Professionals	Apr-03	Appraisal Institute	7
New Developments	Oct-03	Appraisal Institute	3
Real Estate Law	Oct-03	Gateway Tech Inst	3
ROW Issues for Local Public Agencies	Oct-03	Wis DOT	7
Predatory Lending	Nov-03	WICPA	3
USPAP Update	Dec-03	Appraisal Institute	7
Contemporary Issues in Condemnation Appraisal- A Symposium	Apr-04	Appraisal Institute	4
Contract & Form Issues	Dec-04	Appraisal Institute	3
Environmental & Disclosure Issues	Dec-04	Appraisal Institute	3
Forms of Offer & Coop & Comp	Dec-04	Appraisal Institute	3
Contemporary Issues in Condemnation Appraisal	Apr-05	Appraisal Institute	4
Professional's Guide to the Uniform Residential Appl. Report	May-05	Appraisal Institute	7
Introduction to Income Capitalization	Jul-05	Appraisal Institute	7
Uniform Appraisal Standards for Federal Land Acquisitions	Sep-05	Appraisal Institute	16
Business Practice & Ethics	Oct-05	Appraisal Institute	7
New Technology for Real Estate Appraisers	Oct-05	Appraisal Institute	7
GIS Applications for Real Estate Appraisers	Nov-05	Appraisal Institute	7
Residential Design & Functional Utility	Dec-05	Appraisal Institute	7
Appraisal Procedure & Practice	May-07	Wis DOT	7
USPAP	Dec-07	IRWA	7
Appraisal Training Workshop	Jul-08	Wis DOT	4
Condemnation Appraisal Symposium	May-09	Appraisal Institute	6
Online Tools-New Technology for Real Estate Appraisers	Nov-09	Appraisal Institute	7
USPAP	Dec-09	Appraisal Foundation	7
Eminent Domain Issues	May-10	Wis DOT	7
R/W Issues for Local Highway and Street Projects	Nov-10	Wis DOT	7
Business Practice & Ethics	Nov-10	Appraisal Institute	5
Understanding and Using Investor Surveys Effectively	Jan-11	Appraisal Institute	2

TEACHING EXPERTISE
(1994-1998)

Taught courses in Real Estate Appraisal for Gateway Technical Institute, Racine and Kenosha Campuses.

MILITARY SERVICE

Served in the Wisconsin Air National Guard, Milwaukee, Wisconsin, (1971 to 1977) as an Administrative Specialist with the rank of Staff Sergeant. Awarded The Milwaukee Journal Achievement Award (1974) for meritorious service.

EMPLOYMENT EXPERIENCE

August 1986 to Present

Senior Appraiser of Southern Wisconsin Appraisal, Racine, Wisconsin. Major clients include lending institutions and municipalities in southern Wisconsin and northern Illinois and national transfer companies. Specialize in commercial, condemnation, ERC and complex appraisals. Technologically proficient – thirty years experience with computer-assisted analysis including automated valuation models, regression analysis, in-house and on-line databases, income & capitalization analysis.

January 1984 to August 1986

Chief Appraiser for Pioneer Savings and Loan Association, a local lender with offices in Racine, Kenosha, and Walworth counties. Performed appraisals and appraisal review for mortgage lending. Assignments included single family and multi-family homes, commercial and industrial properties. Duties included management of appraisal department and review of appraisals performed by staff and fee appraisers.

September 1978 to January 1984

Performed real estate appraisals in southeastern Wisconsin as a partner in United Appraisal Service, Racine, Wisconsin. Performed residential, commercial and narrative appraisals for mortgage lending and eminent domain. Testified in court for local municipalities and various clients.

February 1976 to September 1978

Worked as an independent fee appraiser for a private firm located in Racine, Wisconsin. Received training and performed real estate appraisals in Racine area. In March, 1979 received Real Estate Broker's License, but hold license inactive.



C-2

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.

SOIL EROSION SPECIALIST
CHRIS PAGELS

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., INTERIM DIRECTOR

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

January 5, 2012

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, P.E. 
Assistant City Engineer
Stormwater Utility / Parks / Environmental

Subject: *Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons.*

BACKGROUND INFORMATION

The Kenosha Stormwater Utility has received an addendum to extend the Mandlik and Rhodes Information Systems, Inc. Professional Service Agreement until December 31, 2012. This contract allows the Stormwater Utility to begin the 2012 Yardwaste Coupon Program into 2012.

The annual administrative cost to Mandlik and Rhodes, dependent upon the number of coupons processed and participating stores, would be approximately \$4,200. The coupon redemption cost will be \$2 per box or bundle of 10 biodegradable bags with an additional \$0.08 retailer incentive per coupon, \$150 coupon setup fee and postage fees.

The Stormwater Utility will offer the \$2 coupon to be used on any box or bundle of 10 City approved biodegradable bags, Bag to Nature, BIOBAG and ECOGUARD.

The coupons will be available once the coupons are printed (an example of the coupon is provided). The Yardwaste Coupon Program is planned to be in place prior to the Spring Yardwaste Curbside Collection Season.

RECOMMENDATION

Approve the Addendum between the Kenosha Stormwater Utility and Mandlik and Rhodes Information Systems, Inc to extend their current contract until December 31, 2012, authorize the Director to execute the contract and approve the 2012 coupon layout. The funding for the yardwaste coupons will be paid for out of the Stormwater Utility account 501-09-50102-219 from which the yardwaste coupon program was budgeted \$69,150.

**\$2.00
OFF**

(Box or Bundle of 10 bags)
NO CASH VALUE

Redeem Coupons to
(STORES ONLY):

City of Kenosha
c/o Mandlik & Rhodes
PO Box 490, Dept #1044
Tecate, CA 91980

OFFER CODE: _____



**CITY OF KENOSHA, WI - APPROVED
BIODEGRADABLE YARDWASTE BAGS**
For City of Kenosha Residents ONLY

- **BIOBAG®**
- **BAG TO NATURE™**
- **ECOGUARD™**

LIMIT: One Coupon
per box. Limit of four
(4) coupons per visit.

"To encourage composting and help offset the cost of biodegradable bags."

**DOES NOT APPLY TO PREVIOUS PURCHASES
VALID ONLY AT KENOSHA-AREA RETAILERS**

**Expiration Date:
12/31/2012**

**ADDENDUM
EXTENSION OF THE TERM OF AGREEMENT**

THIS ADDENDUM is made part of, and incorporated into, 'Mandlik and Rhodes Information Systems, Inc. Coupon Redemption Processing Agreement' made as of 09/15/2009' of Coupon Processing Services With the **City of Kenosha** referred to hereafter as CLIENT and Mandlik & Rhodes Information Systems, Inc. referred to hereafter as MRIS, signed on 9/15/2009 by CLIENT and 10/02/2009 by MRIS, respectively. As stated under clause 'C' on page 5 of the agreement which states as below:

"The term of this Agreement shall commence as of September 1, 2009 and shall end August 31, 2010."

CLIENT and MRIS, collectively known as the parties agree as follows:

"The term of the abovementioned Agreement is extended until December 31, 2012. The term of the agreement will be in effect until canceled by either party by giving 90 days notice in writing."

City of Kenosha:

By: _____

Name: _____

Title: _____

Date: _____

MRIS:

By: _____

Name: Pradeep Mandlik

Title: _____

Date: _____

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	HOME Program Commission FACT SHEET	January 31, 2012	Item 1
Subordination Request of Kenosha Seniors Limited Partnership for HOME loans in the amount of \$240,500 and \$16,500 to Wisconsin Housing and Economic Development Authority (WHEDA) in the amount of \$1,367,645.00. PUBLIC HEARING			

ANALYSIS:

- Kenosha Seniors Limited Partnership is in the process of obtaining a new first mortgage through Wisconsin Housing and Economic Development Authority (WHEDA) in the amount of \$1,367,645.00. The purpose of the loan is to obtain a more favorable interest rate and to pay off it's existing first mortgage with Johnson Bank, purchase the existing partnership interests and to replenish the Project Operating and Reserve Accounts for Glenwood Senior Apartments.
- Glenwood Senior Apartments, located at 1820 27th Avenue in the Lou Demarco Village Campus, was constructed in 1996 and was originally provided with four (4) HOME loans in the amount of \$557,000. Two of the HOME loans have been repaid, totaling \$323,779.70 with interest, most recently in December 2011. Glenwood has a total of sixty (60) units, of which twenty-four (24) are HOME-assisted units. All units are low-income Senior apartments. The two (2) remaining HOME loans of \$16,500 and \$240,500 require repayment as a balloon payment on February 6, 2013. Both mortgage notes allow the loans to be extended by an additional 23 years. Kenosha Seniors Limited Partnership (KSLP) has made this request to extend both loans through 2036 with the same interest rate terms and one balloon payment to be made in 2036. The smaller \$16,500 loan has a 6.77% interest rate and was \$43,637 with interest at the end of December 2011. The larger \$240,500 loan has a 0% interest rate. The two (2) remaining HOME loans are currently in second and third position and would remain so upon approval of the new WHEDA loan.
- Glenwood Apartments will also be seeking Low-Income Housing Tax Credits (LIHTC) in 2013 in order to rehabilitate all sixty (60) units. The total value of the rehabilitation will be approximately \$1.5 million, or approximately \$25,000 per unit. The rehabilitation will consist of new roofing, windows, boiler, energy upgrades and general rehabilitation. The extension of the two (2) HOME loans will help the LIHTC application to score additional points for financial participation by the City when Glenwood submits its application. The additional points will help the application be more competitive against competing applications.
- The current appraised value of Glenwood Apartments was reported as \$2,000,000 in an appraisal report dated December 2, 2011. The current assessed value of the development, which was last assessed in 2010 was \$1,506,000. The HOME Program description does not mandate the use of an appraisal or assessed value to determine value of the property. The Loan to Value, including the new proposed mortgage and the two (2) HOME loans based on the appraised value is 82.5%. The Loan to Value when the assessment is used is 109.6%, noting that the assessed value is over 2 years old.
- The two Subordination Agreements note that the two (2) HOME loans will be extended through 2036. So in conjunction with the proposed approval of the Subordination Agreements, the City would also need to agree to change both Mortgage Notes to extend repayment of the loans to February 6, 2036. WHEDA requires loans to have an interest rate lower than the Applicable Federal Rate for long term loans, currently at 2.63%. Staff has evaluated both loans and propose to change the payment terms and interest rate of the \$240,500 loan from 0% interest to 2% interest and to require the following payment terms:

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	HOME Program Commission FACT SHEET	January 31, 2012	Item 1
Subordination Request of Kenosha Seniors Limited Partnership for HOME loans in the amount of \$240,500 and \$16,500 to Wisconsin Housing and Economic Development Authority (WHEDA) in the amount of \$1,367,645.00. PUBLIC HEARING			

- No payments are required from 2012 through 2015 to allow the development to seek LIHTC from WHEDA to begin the rehabilitation of all sixty (60) units.
- Interest-only payments of \$4,810 per year are proposed to begin in 2016 and continue through 2036.
- The final payment of principal in the amount of \$240,500 and the final interest payment would be due on February 6, 2036.

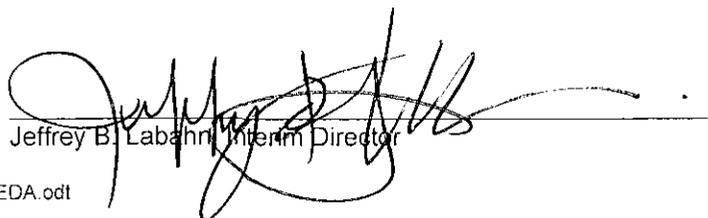
- The change in interest and additional payments will result in an additional \$96,200 in Program Income and would be consistent with WHEDA limits on loan interest rates.
- In 2035, Glenwood Apartments would seek to refinance again in order to pay off the principal of the two (2) HOME loans and to provide additional capital for additional renovations at that time.
- Revised Mortgage Notes and a new HOME Agreement will be brought forward to a future HOME Program Commission meeting upon approval of the two (2) Subordination Agreements.

- *The following documents are attached:*
 - *Request from Kenosha Senior Limited Partnership for approval of Subordination Agreements and extension of HOME loans to 2036;*
 - *Sources and Use of Funds for new WHEDA loan;*
 - *Proforma through 2036;*
 - *Loan Amortization Schedules;*
 - *Existing Mortgage Notes;*
 - *WHEDA allowance for Long Term Loans;*
 - *Proposed HOME Loan Restructure of \$240,500 loan; and*
 - *Subordination Agreements for \$16,500 and \$240,500 loans.*

RECOMMENDATION:

A recommendation is made to approve the two (2) Subordination Agreements agreeing to subordinate the two (2) HOME loans to WHEDA for the new loan in the amount of \$1,367,645.00, subject to the change in interest rate and payment terms as outlined for the \$240,500 HOME loan and approval of extending the HOME loan and approval of extending the HOME loans for the additional 23 years, as requested.


 Mike Maki, AICP, Community Development Specialist


 Jeffrey B. Labahn, Interim Director

/u2/acct/cp/ckays/1HOME PROG/2012/Jan31/factsheet-sub-KSLP-WHEDA.odt

**KENOSHA SENIORS LIMITED PARTNERSHIP
3900 SOUTH PRAIRIE HILL LANE
GREENFIELD, WISCONSIN 53228**

January 20, 2012

Mr. Michael Maki, AICP
Planner
City of Kenosha
625 52nd Street, Room 308
Kenosha, WI 53140

RE: Glenwood Apartments
HOME Loan Extension Request and Subordinations to WHEDA First Mortgage

Dear Mr. Maki:

As a follow up to our letter of November 28, 2011 requesting extension of two HOME loans, here is the information you requested prior to scheduling the HOME Commission meeting and subsequent committee and Council action.

PROJECT DESCRIPTION

Glenwood Apartments is a 60 unit Section 42 Low Income Housing Tax Credit project that was developed by Franciscan Ministries, Inc. in 1996 on the Lou DeMarco Village senior living campus. Glenwood apartments is restricted to seniors and has served the senior population well over the last fifteen years.

Financing for the project in 1996 was provided by a first mortgage from the Kenosha Housing Partnership, Inc. which was a consortium lender staffed by Mitch Engen of the city. This first mortgage was subsequently assigned by the city to Johnson Bank which is the current first mortgage lender.

The city of Kenosha supported this project with a repayable HOME loan of \$265,000 and a HOME match loan of \$35,000. The \$35,000 loan was repaid in full with interest in 2005 and the project has been making annual payments on the \$265,000 loan which has now been paid off in full in December, 2011 with a balloon payment of \$165,472. This payment was temporarily

funded with Glenwood project reserves which must be refunded at the WHEDA loan closing. Total HOME repayments to the city with interest on these loans have totaled \$309,895.

The city also supported Glenwood with two additional HOME loans of \$16,500 and \$240,500. Both of these loans were subordinated to the first mortgage. These loans are due on February 6, 2013 but the Notes provide that these loans may be extended for an additional 23 years.

Glenwood Senior Apartments was further supported by a Federal Home Loan Bank Grant of \$210,000 which is structured as a forgivable loan. This loan will be forgiven in 2026 provided that the project remains affordable until that time.

In 1996 Glenwood Apartments (legal name: Kenosha Seniors Limited Partnership) entered into a Land Use Restriction Agreement with WHEDA that requires the property to remain affordable until 12-31-2026. In addition, when we close the new WHEDA first mortgage loan, Glenwood will enter into a new Land Use Restriction Agreement for the 30 year term of the new mortgage.

The balance of the financing for the project was provided by Security Bank (now BMO Harris Bank) through purchase of the affordable housing tax credits at which time BMO became the limited partner in the partnership and a subsidiary of Franciscan Ministries was the General Partner and Manager of Glenwood Senior Housing.

SPONSORSHIP TRANSITION

In 2011 BMO had received all their tax credits and wished to exit the partnership. Franciscan Ministries decided to exit the partnership as well to focus on their larger HUD financed housing mission.

Franciscan Ministries contacted me knowing that I am the President of Midwest Affordable Housing Corporation (MAHC), a Wisconsin nonprofit which is focused on affordable housing. In addition, I worked for Franciscan Ministries in 1996 and developed Glenwood on behalf of the Kenosha Senior Action Council so I am extremely knowledgeable about the project. I worked very closely with city staff, Lou DeMarco, Ernie Celebre, and Tony Valco on development of the entire Lou DeMarco Village senior campus.

In August of 2011 MAHC used interim financing to purchase both the limited partner interest from BMO and the general partner interest from Franciscan Ministries in the project with the intent to refinance the project and apply for a new allocation of affordable housing tax credits so that much needed renovations can be undertaken to keep this valuable senior housing in good condition for many years to come. This application will be submitted in February of 2013.

REFINANCING

Glenwood has obtained a first mortgage loan commitment from the Wisconsin Housing and Economic Development Authority (WHEDA) to refinance the current first mortgage at a more favorable interest rate which allows the project to pay off the HOME loan that was due in December, 2012 (funded short term by Glenwood's project accounts) and the interim financing for purchase of the partnership interests by MAHC, the new nonprofit sponsor. It was hoped that this financing would close in December, 2012 but that did not occur as the HOME loans must be subordinated to the new WHEDA loan as these loans currently are to the existing first mortgage.

HOME LOAN EXTENSION AND SUBORDINATION REQUEST

We are therefore requesting an extension of the two remaining HOME loans for twenty-three years as set forth in the Notes, and that these loans be subordinated to the new WHEDA mortgage which the project needs to remain financially sound. The interest rate on the \$16,500 Note will remain at 6.77% and the interest rate on the \$240,500 Note will remain at 0%. The outstanding principal and interest on the \$16,500 loan is \$29,613.82 as of December 31, 2011. If we are successful in obtaining affordable housing tax credits in 2013 our hope is pay off the smaller loan if the project can support the pay off. The loan extensions will be a great help in allowing us to maintain this much needed affordable senior housing and will also help us score points for financial participation by the city when we apply for affordable housing tax credits next year. We need these points to be successful in competing for the tax credits.

I have attached a cash flow analysis showing that the two home loans can be repaid at the end of the 23 year extension due to principal pay down that will have occurred on the WHEDA loan.

We greatly appreciate the HOME Commission's and city of Kenosha's support in ensuring the long term affordability of Glenwood Senior Apartments.

If you have any questions, please call me at 414-588-2221.

Sincerely,

KENOSHA SENIORS LIMITED PARTNERSHIP

By: Midwest Affordable Housing Corporation
Managing Member

By:


Philip J. Schultz, President

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Glenwood Senior Apartments

Refinancing In 2035

First Mortgage Balance	\$	493,728
HOME Loan	\$	240,500
HOME Loan	\$	112,077
Total	\$	846,305
NOI 2035	\$	136,128
Value at Cap Rate	8% \$	1,701,600
Loan At 80% LTV	\$	1,361,280
Funds available for renovations	\$	514,975

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Glenwood Apartments INCOME EXPENSE & CASH FLOW

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	
INCOME:																											
GROSS RENTAL INCOME	255,948	441,327	450,154	456,157	460,340	471,707	481,281	497,006	506,946	517,085	527,427	537,876	548,726	550,711	570,005	586,323	593,989	605,948	617,966	630,324	642,030	653,789	666,803	682,232	695,029	709,046	
COMMERCIAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LESS VACANCY RESIDENTIAL	(6,141)	(30,803)	(31,511)	(32,143)	(32,784)	(33,439)	(34,109)	(34,790)	(35,486)	(36,198)	(36,926)	(37,669)	(38,427)	(39,199)	(40,000)	(40,830)	(41,689)	(42,568)	(43,467)	(44,386)	(45,325)	(46,283)	(47,260)	(48,256)	(49,271)	(50,305)	
LESS VACANCIES COMMERCIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET RENTAL INCOME	249,807	410,524	418,643	424,014	437,556	444,268	453,153	462,216	471,460	480,889	490,507	500,318	510,324	520,511	530,942	541,580	552,381	563,439	574,707	586,201	597,925	609,884	622,082	634,520	647,214	660,159	
OTHER INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PARKING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
OPERATING INCOME	249,807	412,141	420,350	428,757	437,332	446,101	455,001	464,101	473,383	482,890	492,507	502,358	512,405	522,654	533,107	543,763	554,643	565,726	577,020	588,591	600,383	612,371	624,619	637,111	649,854	662,852	
LESS OPERATING EXPENSES	157,043	283,529	291,139	298,956	306,984	315,290	323,898	332,765	341,927	350,500	359,521	369,008	379,030	389,582	400,225	410,981	422,049	433,408	445,070	457,049	469,353	481,990	494,870	508,000	521,382	535,024	
NET OPERATING INCOME	80,889	128,612	129,211	129,801	130,348	130,810	131,203	131,706	132,056	132,390	132,586	132,780	132,889	132,912	132,882	132,777	132,584	132,320	131,980	131,542	131,010	130,381	129,649	128,811	127,862	126,798	
NON-OPERATING INCOME (EXPENSE):																											
INTEREST INCOME-RESERVE	0	315	864	1,430	2,013	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	2,614	
MAINTENANCE REPLACEMENT RESERVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
INTEREST EXPENSE	(51,131)	(66,741)	(61,640)	(65,405)	(64,316)	(63,173)	(61,982)	(60,737)	(59,437)	(58,079)	(56,669)	(55,176)	(53,609)	(52,000)	(50,317)	(48,550)	(46,709)	(44,776)	(42,761)	(40,657)	(38,469)	(36,161)	(33,761)	(31,253)	(28,633)	(25,897)	
ENGINEERING FEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DEPRECIATION	(30,315)	(35,831)	(35,741)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	(35,692)	
AMORTIZATION	(4,023)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	(6,456)	
REPORT INCOME/(LOSS)	(60,370)	(130,714)	(124,073)	(124,123)	(124,448)	(124,527)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)	(124,550)
DEPRECIATION	30,315	55,831	55,741	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	55,692	
AMORTIZATION	4,023	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	6,456	
ADD/(LESS) ACQUIRED FEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADD/(LESS) ACQUIRED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ADD INTEREST TO DEBT	1,723	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	2,854	
PRINCIPAL REDUCTION	38,971	67,242	67,152	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	67,102	
OPERATING CASH FLOW	0	(18,665)	(23,507)	(24,307)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	(24,489)	
REPLACEMENT RESERVE	(10,500)	(18,315)	(18,664)	(19,420)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	
RENT-UP RESERVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ASSET MANAGEMENT FEE	(10,500)	(18,315)	(18,664)	(19,420)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	(20,013)	
DEFERRED DEVELOPMENT FEE	(2,230)	(4,110)	(4,220)	(4,239)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	(4,400)	
INCENTIVE MANAGEMENT FEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAX BENEFIT ONLY EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CASH FLOW	16,648	24,021	24,950	20,614	21,041	21,421	21,529	20,706	20,327	19,889	19,208	18,521	17,743	16,873	15,923	14,831	13,651	12,361	10,955	9,430	7,778	5,987	4,078	2,018	(118)	(2,560)	
Debt Service Coverage must pay	1.38	1.61	1.35	1.27	1.27	1.27	1.26	1.26	1.26	1.26	1.25	1.25	1.24	1.23	1.22	1.21	1.20	1.19	1.17	1.16	1.14	1.12	1.10	1.08	1.06	1.03	
Debt Service Coverage 1st Mort.	1.47	1.34	1.25	1.35	1.34	1.34	1.34	1.34	1.34	1.33	1.32	1.32	1.31	1.30	1.29	1.28	1.27	1.26	1.24	1.22	1.21	1.19	1.17	1.14	1.12	1.09	

..... Preliminary Work For Discussion Only

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Loan Amortization Schedule

Enter values	
Loan amount	\$ 1,367,645.00
Annual interest rate	4.385%
Loan period in years	30
Number of payments per year	12
Start date of loan	3/1/2012
Optional extra payments	

Loan summary	
Scheduled payment	\$ 6,836.52
Scheduled number of payments	360
Actual number of payments	360
Total early payments	\$ -
Total interest	\$ 1,093,501.82

Lender name: _____

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	4/1/2012	\$ 1,367,645.00	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,838.92	\$ 4,997.60	\$ 1,365,806.08	\$ 4,997.60
2	5/1/2012	\$ 1,365,806.08	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,845.64	\$ 4,990.88	\$ 1,363,960.45	\$ 9,988.49
3	6/1/2012	\$ 1,363,960.45	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,852.38	\$ 4,984.14	\$ 1,362,108.07	\$ 14,972.62
4	7/1/2012	\$ 1,362,108.07	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,859.15	\$ 4,977.37	\$ 1,360,248.92	\$ 19,949.99
5	8/1/2012	\$ 1,360,248.92	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,865.94	\$ 4,970.58	\$ 1,358,382.98	\$ 24,920.57
6	9/1/2012	\$ 1,358,382.98	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,872.76	\$ 4,963.76	\$ 1,356,510.21	\$ 29,884.33
7	10/1/2012	\$ 1,356,510.21	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,879.60	\$ 4,956.91	\$ 1,354,630.61	\$ 34,841.24
8	11/1/2012	\$ 1,354,630.61	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,886.47	\$ 4,950.05	\$ 1,352,744.14	\$ 39,791.29
9	12/1/2012	\$ 1,352,744.14	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,893.37	\$ 4,943.15	\$ 1,350,850.77	\$ 44,734.44
10	1/1/2013	\$ 1,350,850.77	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,900.29	\$ 4,936.23	\$ 1,348,950.49	\$ 49,670.68
11	2/1/2013	\$ 1,348,950.49	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,907.23	\$ 4,929.29	\$ 1,347,043.26	\$ 54,599.97
12	3/1/2013	\$ 1,347,043.26	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,914.20	\$ 4,922.32	\$ 1,345,129.06	\$ 59,522.29
13	4/1/2013	\$ 1,345,129.06	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,921.19	\$ 4,915.33	\$ 1,343,207.87	\$ 64,437.61
14	5/1/2013	\$ 1,343,207.87	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,928.21	\$ 4,908.31	\$ 1,341,279.65	\$ 69,345.92
15	6/1/2013	\$ 1,341,279.65	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,935.26	\$ 4,901.26	\$ 1,339,344.39	\$ 74,247.18
16	7/1/2013	\$ 1,339,344.39	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,942.33	\$ 4,894.19	\$ 1,337,402.06	\$ 79,141.36
17	8/1/2013	\$ 1,337,402.06	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,949.43	\$ 4,887.09	\$ 1,335,452.63	\$ 84,028.45
18	9/1/2013	\$ 1,335,452.63	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,956.55	\$ 4,879.97	\$ 1,333,496.08	\$ 88,908.42
19	10/1/2013	\$ 1,333,496.08	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,963.70	\$ 4,872.82	\$ 1,331,532.38	\$ 93,781.24
20	11/1/2013	\$ 1,331,532.38	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,970.88	\$ 4,865.64	\$ 1,329,561.50	\$ 98,646.88
21	12/1/2013	\$ 1,329,561.50	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,978.08	\$ 4,858.44	\$ 1,327,583.42	\$ 103,505.32
22	1/1/2014	\$ 1,327,583.42	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,985.31	\$ 4,851.21	\$ 1,325,598.11	\$ 108,356.53
23	2/1/2014	\$ 1,325,598.11	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,992.56	\$ 4,843.96	\$ 1,323,605.55	\$ 113,200.49
24	3/1/2014	\$ 1,323,605.55	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 1,999.84	\$ 4,836.68	\$ 1,321,605.71	\$ 118,037.16
25	4/1/2014	\$ 1,321,605.71	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,007.15	\$ 4,829.37	\$ 1,319,598.55	\$ 122,866.53
26	5/1/2014	\$ 1,319,598.55	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,014.49	\$ 4,822.03	\$ 1,317,584.07	\$ 127,688.56
27	6/1/2014	\$ 1,317,584.07	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,021.85	\$ 4,814.67	\$ 1,315,562.22	\$ 132,503.23
28	7/1/2014	\$ 1,315,562.22	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,029.24	\$ 4,807.28	\$ 1,313,532.99	\$ 137,310.52
29	8/1/2014	\$ 1,313,532.99	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,036.65	\$ 4,799.87	\$ 1,311,496.34	\$ 142,110.39
30	9/1/2014	\$ 1,311,496.34	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,044.09	\$ 4,792.43	\$ 1,309,452.24	\$ 146,902.81
31	10/1/2014	\$ 1,309,452.24	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,051.56	\$ 4,784.96	\$ 1,307,400.68	\$ 151,687.77
32	11/1/2014	\$ 1,307,400.68	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,059.06	\$ 4,777.46	\$ 1,305,341.62	\$ 156,465.23
33	12/1/2014	\$ 1,305,341.62	\$ 6,836.52	\$ -	\$ 6,836.52	\$ 2,066.58	\$ 4,769.94	\$ 1,303,275.04	\$ 161,235.16

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 February 6, 2012
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Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
269	8/1/2034	533,382.60	6,836.52		6,836.52	4,887.63	1,948.89	528,444.97	999,823.56
270	9/1/2034	528,444.96	6,836.52		6,836.52	4,915.49	1,931.03	529,539.47	1,001,754.59
271	10/1/2034	523,519.47	6,836.52		6,836.52	4,923.42	1,915.10	518,619.35	1,003,667.69
272	11/1/2034	518,619.05	6,836.52		6,836.52	4,941.41	1,895.11	513,674.64	1,005,562.80
273	12/1/2034	513,674.64	6,836.52		6,836.52	4,959.37	1,877.05	508,715.18	1,007,439.85
274	1/1/2035	508,715.18	6,836.52		6,836.52	4,977.59	1,858.93	503,737.39	1,009,298.78
275	2/1/2035	503,737.39	6,836.52		6,836.52	4,995.78	1,840.74	498,741.81	1,011,139.52
276	3/1/2035	498,741.81	6,836.52		6,836.52	5,014.03	1,822.49	493,727.78	1,012,962.01
277	4/1/2035	493,727.78	6,836.52		6,836.52	5,032.36	1,804.16	488,695.42	1,014,766.17
278	5/1/2035	488,695.42	6,836.52		6,836.52	5,050.77	1,785.77	483,644.68	1,016,551.95
279	6/1/2035	483,644.68	6,836.52		6,836.52	5,069.20	1,767.32	478,573.48	1,018,319.26
280	7/1/2035	478,573.48	6,836.52		6,836.52	5,087.72	1,748.79	473,487.75	1,020,068.06
281	8/1/2035	473,487.75	6,836.52		6,836.52	5,106.32	1,730.20	468,381.44	1,021,798.26
282	9/1/2035	468,381.44	6,836.52		6,836.52	5,124.98	1,711.54	463,256.46	1,023,509.81
283	10/1/2035	463,256.46	6,836.52		6,836.52	5,143.70	1,692.82	458,112.75	1,025,202.62
284	11/1/2035	458,112.76	6,836.52		6,836.52	5,162.50	1,674.02	452,950.26	1,026,876.64
285	12/1/2035	452,950.26	6,836.52		6,836.52	5,181.36	1,655.16	447,768.90	1,028,531.80
286	1/1/2036	447,768.90	6,836.52		6,836.52	5,200.30	1,636.22	442,568.60	1,030,168.02
287	2/1/2036	442,568.60	6,836.52		6,836.52	5,219.30	1,617.22	437,349.30	1,031,785.24
288	3/1/2036	437,349.30	6,836.52		6,836.52	5,238.37	1,598.15	432,110.93	1,033,383.39
289	4/1/2036	432,110.93	6,836.52		6,836.52	5,257.51	1,579.01	426,853.42	1,034,962.39
290	5/1/2036	426,853.42	6,836.52		6,836.52	5,276.73	1,559.79	421,576.69	1,036,522.19
291	6/1/2036	421,576.69	6,836.52		6,836.52	5,296.01	1,540.51	416,280.68	1,038,062.70
292	7/1/2036	416,280.68	6,836.52		6,836.52	5,315.36	1,521.16	410,965.32	1,039,583.86
293	8/1/2036	410,965.32	6,836.52		6,836.52	5,334.78	1,501.74	405,630.54	1,041,085.59
294	9/1/2036	405,630.54	6,836.52		6,836.52	5,354.28	1,482.24	400,276.26	1,042,567.83
295	10/1/2036	400,276.26	6,836.52		6,836.52	5,373.84	1,462.68	394,902.42	1,044,030.51
296	11/1/2036	394,902.42	6,836.52		6,836.52	5,393.44	1,443.04	389,508.94	1,045,473.55
297	12/1/2036	389,508.94	6,836.52		6,836.52	5,413.19	1,423.33	384,095.75	1,046,896.88
298	1/1/2037	384,095.75	6,836.52		6,836.52	5,432.97	1,403.55	378,662.78	1,048,300.43
299	2/1/2037	378,662.78	6,836.52		6,836.52	5,452.82	1,383.70	373,209.96	1,049,684.13
300	3/1/2037	373,209.96	6,836.52		6,836.52	5,472.75	1,363.77	367,737.21	1,051,047.90
301	4/1/2037	367,737.21	6,836.52		6,836.52	5,492.75	1,343.77	362,244.47	1,052,391.67
302	5/1/2037	362,244.47	6,836.52		6,836.52	5,512.82	1,323.70	356,731.65	1,053,715.37
303	6/1/2037	356,731.65	6,836.52		6,836.52	5,532.96	1,303.56	351,198.69	1,055,018.93
304	7/1/2037	351,198.69	6,836.52		6,836.52	5,553.18	1,283.34	345,645.51	1,056,302.27
305	8/1/2037	345,645.51	6,836.52		6,836.52	5,573.47	1,263.03	340,072.03	1,057,565.32
306	9/1/2037	340,072.03	6,836.52		6,836.52	5,593.84	1,242.68	334,478.20	1,058,807.99
307	10/1/2037	334,478.20	6,836.52		6,836.52	5,614.28	1,222.24	328,863.92	1,060,030.23
308	11/1/2037	328,863.92	6,836.52		6,836.52	5,634.80	1,201.72	323,229.12	1,061,231.96
309	12/1/2037	323,229.12	6,836.52		6,836.52	5,655.39	1,181.15	317,573.73	1,062,413.09
310	1/1/2038	317,573.73	6,836.52		6,836.52	5,676.05	1,160.47	311,897.68	1,063,573.56
311	2/1/2038	311,897.68	6,836.52		6,836.52	5,696.79	1,139.73	306,200.89	1,064,713.28
312	3/1/2038	306,200.89	6,836.52		6,836.52	5,717.61	1,118.91	300,483.28	1,065,832.19
313	4/1/2038	300,483.28	6,836.52		6,836.52	5,738.50	1,098.02	294,744.78	1,066,930.21
314	5/1/2038	294,744.78	6,836.52		6,836.52	5,759.47	1,077.05	288,985.31	1,068,007.26
315	6/1/2038	288,985.31	6,836.52		6,836.52	5,780.52	1,056.00	283,204.79	1,069,063.26

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Glenwood Apartments HOME FUNDS

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
BEGINNING BALANCE	43,037	45,360	48,315	51,269	54,223	57,177	60,131	63,086	66,040	68,994	71,948	74,903	77,857	80,811	83,765	86,719	89,674	92,628	95,582	98,536	101,491	104,445	107,399	110,353	113,307	116,262
LESS PRINCIPAL PAID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADD IMPUTED INTEREST	1,723	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954
ENDING BALANCE	45,360	48,315	51,269	54,223	57,177	60,131	63,086	66,040	68,994	71,948	74,903	77,857	80,811	83,765	86,719	89,674	92,628	95,582	98,536	101,491	104,445	107,399	110,353	113,307	116,262	119,216
INTEREST IMPUTED	1,723	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954
INTEREST ADDED TO DEBT	(1,723)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)	(2,954)
TOTAL DEBT SERVICE PAID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BEGINNING ACCRUED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENDING ACCRUED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INCR(DECR) ACCRUED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTEREST PAID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTEREST EXPENSE	1,723	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954
ADD TO LOAN BALANCE	1,723	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954

Glenwood Apartments HOME FUNDS

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
BEGINNING BALANCE	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500
LESS PRINCIPAL PAID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADD IMPUTED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENDING BALANCE	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500	240,500
INTEREST IMPUTED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTEREST ADDED TO DEBT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE PAID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BEGINNING ACCRUED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENDING ACCRUED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INCR(DECR) ACCRUED INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTEREST PAID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTEREST EXPENSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

KENOSHA SENIORS LIMITED PARTNERSHIP
3900 SOUTH PRAIRIE HILL LANE
GREENFIELD, WI 53718

November 28, 2011

Mr. Michael Maki, AICP
Planner
City of Kenosha
625 52nd Street, Room 308
Kenosha, WI 53140

RE: Glenwood Apartments HOME Loan Extensions

Dear Mr. Maki:

The city of Kenosha provided two HOME loans to Glenwood Apartments on February 6, 1996 of \$240,500 and \$16,500. The Notes for these loans are due in one installment without interest on February 6, 2013 but also provide for extension of the Notes to February 6, 2036 provided that no default or event of default exists.

Kenosha Seniors Limited Partnership is hereby requesting that these loans be extended to February 6, 2036.

Thank you for your assistance and if you have any questions, please call me at 414-541-3900, Ext. 222.

Sincerely,

KENOSHA SENIORS LIMITED PARTNERSHIP



Philip J. Schultz

cc. Theresa Gervasi, Horizon Management Services, Inc.

\$240,500.00

Feb. 6, 1996

MORTGAGE NOTE

FOR VALUE RECEIVED, the undersigned ("Maker") hereby promises to pay to THE CITY OF KENOSHIA, a municipal corporation of the State of Wisconsin ("Holder"), with offices at 625 52nd Street, Kenosha, Wisconsin 53140, or such other place as Holder may determine from time to time by written notice to Maker, the principal sum of Two Hundred Forty Thousand Five Hundred Dollars (\$240,500.00), or so much thereof as may be disbursed by Holder to or for the benefit of Maker according to the records of Holder, without interest, payable in one installment on Feb. 6, 2013. + 23 = 2036

This Note is secured by (that certain Real Estate Mortgage from Maker to Holder, dated as of the date hereof (the "Mortgage"). Additional terms of the loan evidenced by this Note are set forth in the Mortgage and a HOME Program Agreement, between Maker and Holder, and a Declaration of Restrictive Covenants by Maker for the benefit of Holder, each dated as of the date hereof, and payment may be accelerated according to any of them. Full or partial prepayment of this Note is permitted at any time without penalty. The holder shall apply prepayments to future installments in the order of their maturity. Upon maturity of this Note, provided no default or event of default shall exist hereunder, the term of this Note may, at the request of Maker, be extended for an additional term of twenty-three (23) years.

The liability of Maker, its permitted assigns and their partners or members under this Note is and shall be limited to the interest of Maker, its permitted assigns and their partners or members in the mortgaged real estate described in the Mortgage and any additional property conveyed by Maker to Holder as additional security. This is a nonrecourse obligation and no personal liability shall be asserted hereunder against Maker, its permitted assigns and their partners or members. Upon default, the obligations hereunder shall be payable only from the proceeds of Holder's collateral.

If any installment is not paid when due, the holder may provide written notice thereof to Maker. Maker shall have 120 days after receipt of such notice to cure such default, and if Maker fails to cure the unpaid balance shall, at the option of the holder, and without further notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event Maker becomes a subject of bankruptcy or other insolvency proceedings. Receipt by the holder of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the holder's rights and remedies upon such default. Maker agrees to pay all reasonable costs of collection before and after judgment, including reasonable attorneys' fees, and waives presentment, protest, demand and notice of dishonor.

This Note has been executed in, and shall be governed by the internal laws of, the State of Wisconsin.

KENOSHIA SENIORS LIMITED PARTNERSHIP

By Franciscan Seniors, Kenosha, Inc.,
General Partner

By: Robert J. Cisek
Robert J. Cisek, President

\$16,500.00

COPY
Feb. 6, 1996

MORTGAGE NOTE

FOR VALUE RECEIVED, the undersigned ("Maker") hereby promises to pay to THE CITY OF KENOSHA, a municipal corporation of the State of Wisconsin ("Holder"), with offices at 625 52nd Street, Kenosha, Wisconsin 53140, or such other place as Holder may determine from time to time by written notice to Maker, the principal sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00), or so much thereof as may be disbursed by Holder to or for the benefit of Maker according to the records of Holder, together with interest on the outstanding principal balance hereof at the rate of 6.77% per annum, compounded annually, payable in one installment on Feb. 6, 2013. + 23 = 2036

This Note is secured by that certain Real Estate Mortgage from Maker to Holder, dated as of the date hereof (the "Mortgage"). Additional terms of the loan evidenced by this Note are set forth in the Mortgage and a HOME Program Agreement, between Maker and Holder, and a Declaration of Restrictive Covenants by Maker for the benefit of Holder, each dated as of the date hereof, and payment may be accelerated according to any of them. Full or partial prepayment of this Note is permitted at any time without penalty. The holder shall apply prepayments to future installments in the order of their maturity. Upon maturity of this Note, provided no default or event of default shall exist hereunder, the term of this Note may, at the request of Maker, be extended for an additional term of twenty-three (23) years.

The liability of Maker, its permitted assigns and their partners or members under this Note is and shall be limited to the interest of Maker, its permitted assigns and their partners or members in the mortgaged real estate described in the Mortgage and any additional property conveyed by Maker to Holder as additional security. This is a nonrecourse obligation and no personal liability shall be asserted hereunder against Maker, its permitted assigns and their partners or members. Upon default, the obligations hereunder shall be payable only from the proceeds of Holder's collateral.

If any installment is not paid when due, the holder may provide written notice thereof to Maker. Maker shall have 120 days after receipt of such notice to cure such default, and if Maker fails to cure the unpaid balance shall, at the option of the holder, and without further notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event Maker becomes a subject of bankruptcy or other insolvency proceedings. Receipt by the holder of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the holder's rights and remedies upon such default. Maker agrees to pay all reasonable costs of collection before and after judgment, including reasonable attorneys' fees, and waives presentment, protest, demand and notice of dishonor.

This Note has been executed in, and shall be governed by the internal laws of, the State of Wisconsin.

KENOSHA SENIORS LIMITED PARTNERSHIP

By Franciscan Seniors, Kenosha, Inc.,
General Partner

By: Robert J. Cisek
Robert J. Cisek, President

AM2111/1/1996/76/01/712/je

\$ 240,500 + \$16,500 NOTES

Tomy 262-653-4039

20 YRS

HOME PROGRAM AGREEMENT

This Home Program Agreement (the "Agreement") is made and entered into as of the 6 day of Feb., 1996 by and between **THE CITY OF KENOSHA, WISCONSIN** (the "City"), whose principal business office is located at 625 52nd Street, Kenosha, Wisconsin 53140, and **KENOSHA SENIORS LIMITED PARTNERSHIP**, a Wisconsin limited partnership (the "Owner"), whose principal business office is located at 5325 West Burleigh Street, Milwaukee, Wisconsin 53210.

WITNESSETH:

WHEREAS, the Owner has acquired the real estate legally described as shown on Exhibit A attached hereto (the "Property") and is to construct thereon sixty (60) rental residential apartment units (the "Project"); and

WHEREAS, the City has agreed to partially finance the Project with the proceeds of a \$240,500 loan and a \$16,500 loan (the "Loans") to be evidenced by two Mortgage Notes from the Owner to the City, each dated as of the date hereof (the "Notes"), and secured by two Real Estate Mortgages on the Property from the Owner to the City, each dated as of the date hereof (the "Mortgages"); and

WHEREAS, the Owner is to enter into a Declaration of Restrictive Covenants, dated as of the date hereof (the "Declaration"), providing for certain restrictions on the use of the Property (the Notes, Mortgages, Declaration and this Agreement together being hereinafter referred to as the "Loan Agreements"); and

WHEREAS, as an inducement to the City to provide the Loans to Owner, Owner is willing to enter into this Agreement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Use of Funds. Owner shall apply the proceeds of the Loans to Project expenses as shown in the Budget attached hereto as Exhibit B as amended from time to time and approved by the City. Owner shall commence construction of the Project on or before May 1, 1996, and shall substantially complete construction of the Project on or before December 31, 1996. Owner shall provide all funds in addition to the proceeds of the Loans which may be necessary or convenient to complete construction of the Project.

2. Affordability/Repayments. The terms of the Notes, Mortgages and Declaration are hereby incorporated herein by reference, and noncompliance with any term or condition of any of them shall be deemed a default hereunder.

3. Project Requirements. The Owner shall comply with the Project requirements set forth in 24 CFR Part 92 Subpart F, as applicable to the Project and the "Restricted Units," as defined in the Declaration. The Project shall be operated as rental housing to be occupied by persons age 55 years or older.

4. Housing Quality Standards. The Owner shall maintain the Project in compliance with applicable HUD Housing Quality Standards and state and local housing code requirements.

5. Other Program Requirements. The Owner shall carry out its responsibilities hereunder in compliance with all federal laws and regulations described in 24 CFR Part 92 Subpart H, except for the City's responsibilities for environmental review in 24 CFR Section 92.352 or the intergovernmental review process in 24 CFR Section 92.359.

6. Affirmative Marketing. The Owner shall comply with the City's affirmative marketing procedures and requirements adopted pursuant to 24 CFR Section 92.351.

7. Requests for Disbursements of Funds. The Owner shall not request disbursement of Loan proceeds until such funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and shall include documentation supporting the amount requested.

8. Holdbacks. The City shall holdback \$2,500 of Loan proceeds until the Project is completed and 35% of the units are occupied.

9. Records and Reports. The Owner shall, without charge to the City, maintain such records related to the Project as the City may reasonably require, and shall make such reports to the City related to the Project as the City may reasonably require, from time to time during the term of this Agreement. Owner shall, without charge to the City, make such records available for inspection and copying by the City, and shall make the Project available, subject to the rights of tenants, to the City for inspection, at any time during normal business hours and upon reasonable advance notice from the City to the Owner of the City's wish to make any such inspection.

10. Enforcement. The Loan Agreements specify certain remedies available to the City for enforcement of this Agreement. If at any time the City believes an event of default has occurred under any of the Loan Agreements, the City may give written notice thereof to the Owner. The Owner shall have 120 days following receipt of such notice to cure any such event of default before the City may declare default (which the City may only do if the event of default is not cured or waived) under any of the Loan Agreements and proceed to exercise any of the City's remedies thereunder. Among other remedies, the City may declare the Loans to be immediately due and payable in full and may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, to obtain injunctive relief, to compel specific performance or to recover monetary damages, together with the costs and expenses of any proceeding for the collection thereof, including reasonable attorneys' fees, caused by such violation, or the City may take any other action available to remedy the violation.

Nothing in this Agreement shall be construed to in any way affect or control the City's exercise of its police power. No delay by the City in instituting or prosecuting any remedy shall operate as a waiver of the City's right to do so or to pursue other remedies. Owner shall not be deemed to be in default if the default is a result of unforeseeable causes beyond Owner's control and without its fault or negligence, including, but not limited to, acts

of God, the public enemy or the federal government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes or unusually severe weather or delays of subcontractors due to such causes.

11. Duration of the Agreement. This Agreement shall continue in full force and effect until the Loans are repaid. Notwithstanding the foregoing, the first sentence of Section 3, Sections 4 and 5 and the following words in Section 6: "and requirements adopted pursuant to 24 CFR Section 92.351" shall terminate and be of no further force and effect upon the twentieth anniversary of the last date on which the City of Kenosha issues to the Owner an Occupancy Permit allowing occupancy of the Project. Notwithstanding the foregoing, in the event of a foreclosure by a lender with a lien on the Property or Project or other transfer in lieu of foreclosure, this Agreement shall terminate as provided in 24 CFR Section 92.252(a)(5). Thereafter, under certain circumstances, this Agreement may be revived as described in 24 CFR 92.252(a)(5).

12. Applicable Laws. Owner shall at all times comply with, and cause the Project to be in compliance with, all federal, state, county and city laws and regulations which are applicable to the Project or applicable to Owner as owner of the Project.

13. Representations. Owner represents and warrants to the City as of the date hereof that the Owner is a Wisconsin limited partnership, and has all requisite power, licenses and authority necessary to conduct its business, including owning the Property, and that the Loan Agreements constitute the legal, valid and binding obligations of Owner, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally.

14. Assignment. Owner's obligations under the Loan Agreements may not be assigned without the prior written consent of the City.

15. Counterparts. This Agreement may be executed in counterparts, with the counterparts together forming but one agreement.

16. Notices. Notices as required pursuant to this Agreement shall be made by personal delivery, overnight delivery service or certified mail, return receipt requested, and addressed as shown in the first paragraph above and:

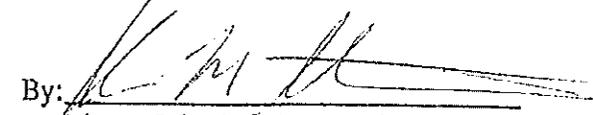
If to the City, in care of its Department of Housing and Neighborhood Development; and

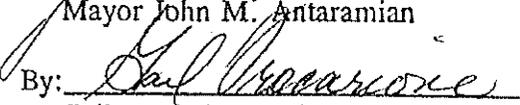
If to the Owner, in care of its President and with a copy to Timothy J. Radelet, Foley & Lardner, Post Office Box 1497, 150 East Gilman Street, Madison, WI, 53701, or such other attorney as may be determined by Owner by notice to the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF KENOSHA, a Municipal Corporation of
the State of Wisconsin

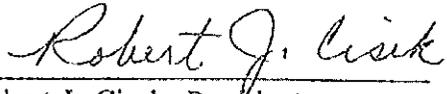
[SEAL]

By: 
Mayor John M. Antaramian

By: 
Gail Procarione, City Clerk

KENOSHA SENIORS LIMITED PARTNERSHIP

By Franciscan Seniors, Kenosha, Inc.,
General Partner

By: 
Robert J. Cisek, President

LEGAL DESCRIPTION OF LAND

Lot 1-B of CERTIFIED SURVEY MAP NO. 1829 recorded in the Kenosha County Register of Deeds office on June 30, 1995 as Document No. 994663, being the Northeast Quarter (1/4) of Section Twenty-four (24), Town Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B

BUDGET

as of February 6, 1996

This budget may be amended from time to time with written approval of the Mortgagee.

Architectural	\$80,000.00
Soil Testing	\$3,047.50
Survey	\$2,100.00
Appraisal	\$2,100.00
Accounting	\$10,000.00
Legal	\$20,000.00
Real Estate Taxes	\$1,507.85
Title/Closing	\$5,240.00
Market Study	\$2,500.00
Construction	\$130,504.65
	<u>\$257,000.00</u>



Date: January 9, 2012

To: 2012 LIHTC Applicants

From: Multifamily Housing Group

Re: 2012 LIHTC Program – Scoring Category 12, Financial Participation & the Applicable Federal Rate

This memo provides guidance for applicants in the 2012 LIHTC Program.

Applicants, please be aware that the Long Term annual AFR has fallen substantially during the past 12 months. The January 2012 Long Term annual AFR is 2.63%.

Item (C) in scoring category 12 of the LIHTC application indicates: "only loans which provide permanent financing for a minimum term of ten (10) years will be considered for points in this category. The loan must be at a rate equal to, or less than, the Long Term Applicable Federal Rate (compounded annually). Origination fees may not exceed 2.5%."

LIHTC applicants requesting points in category 12 should include supporting documentation indicating that the loan rate is indeed below the AFR at the time of application.

Questions may be directed to your WHEDA Senior Underwriter, or Bill Boerigter - Manager, MF Lending and Credit.

**KENOSHA HOME LOAN RESTRUCTURE
 GLENWOOD SENIOR APARTMENTS
 KENOSHA, WISCONSIN
 01/25/2012**

PROPOSED PAYMENT RESTRUCTURE					
Year	Description	Principal	Interest	Annual Payment	Principal Balance
1 (2012)	No payment (Current note requires repayment in 2013)	\$-	\$-	\$-	\$240,500
2 (2013)	No payment	\$-	\$-	\$-	\$240,500
3 (2014)	No payment	\$-	\$-	\$-	\$240,500
4 (2015)	No payment	\$-	\$-	\$-	\$240,500
5 (2016)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
6 (2017)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
7 (2018)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
8 (2019)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
9 (2020)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
10 (2021)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
11 (2022)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
12 (2023)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
13 (2024)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
14 (2025)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
15 (2026)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
16 (2027)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
17 (2028)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
18 (2029)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
19 (2030)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
20 (2031)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
21 (2032)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
22 (2033)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
23 (2035)	Interest only @ 2%	\$-	\$4,810	\$4,810	\$240,500
24 (2036)	Interest @ 2% and lump sum payment of Principal	\$240,500	\$4,810	\$245,310	\$-
Totals		\$240,500	\$96,200	\$336,700	

TERMS

The repayment of the HOME loan is proposed to have a term of an additional 23 years and an interest rate of 2%.
 No payments are proposed in Year 1 - Year 4; in Year 5 - Year 23, interest-only payments are proposed.
 A lump sum payment of Principal, along with the interest, will be paid in Year 24.

Document Number

Subordination Agreement

\$240,500 loan

Document Title

Recording Area

Name and Return Address

Legal Services
Wisconsin Housing and Economic
Development Authority
P.O. Box 1728
Madison, WI 53701-1728

Parcel Identification Number (PIN)
07-222-24-127-006

This Subordination Agreement was drafted by:

Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
P.O. Box 1728
Madison, Wisconsin 53701

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "**Agreement**") is made and entered into as of December ___, 2011, by and among (i) WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic, whose address is 201 West Washington Avenue, Suite 700, P.O. Box 1728, Madison, Wisconsin 53701-1728 (the "**Senior Lender**"), (ii) THE CITY OF KENOSHA, a municipal corporation of the State of Wisconsin, whose address is 625 52nd Street, Room 100, Kenosha, Wisconsin 53140 (the "**Subordinate Lender**"), and (iii) KENOSHA SENIORS LIMITED PARTNERSHIP, a Wisconsin limited partnership, whose address is 1560 East Blackthorne Place, Whitefish Bay, Wisconsin 53211 (the "**Borrower**").

Recitals

A. The Senior Lender has made or is making a loan (the "**First Mortgage Loan**") to the Borrower in the original principal amount of \$1,367,645.00. The First Mortgage Loan is or will be secured by a first mortgage lien (the "**First Mortgage**") on a multifamily housing project located in the City of Kenosha, Kenosha County, State of Wisconsin (the "**Mortgaged Property**"). The Mortgaged Property is more fully described in Exhibit A attached hereto. The Borrower's obligation to repay the First Mortgage Loan is evidenced by a Multifamily Note dated December ___, 2011 (the "**First Mortgage Note**"), and is due in full on January 1, 2042.

B. The Subordinate Lender has made a subordinate loan to Borrower in the amount of \$240,500.00 (the "**Subordinate Loan**"). The Subordinate Loan is secured by, among other things, a mortgage lien against the Mortgaged Property, dated January 23, 1996 and recorded in the office of the Register of Deeds of Kenosha County on February 12, 1996 as Document No. 1014407.

C. At the request of Borrower, the Senior Lender has agreed to permit the Subordinate Lender to maintain the Subordinate Loan and the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, of good and valuable consideration, the receipt of which is hereby acknowledged, the Senior Lender, the Subordinate Lender, and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a First Mortgage Loan Default has occurred under the First Mortgage Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"First Mortgage Loan Default" means the occurrence of an "Event of Default" as that term is defined in the First Mortgage Loan Documents.

"First Mortgage Loan Documents" means the First Mortgage Note, Land Use Restriction Agreement, and all other documents evidencing, securing or otherwise executed and delivered in connection with the First Mortgage Loan.

"Land Use Restriction Agreement" means that certain Land Use Restriction Agreement of even date herewith by and between Lender and Borrower.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement or any other Person who becomes the legal holder of the First Mortgage Note after the date of this Agreement.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"Subordinate Mortgage" means the mortgage or deed of trust encumbering the Mortgaged Property as security for the Subordinate Loan, which the Subordinate Lender caused to be recorded among the applicable land records before this Agreement.

"Subordinate Note" means the promissory note issued by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

2. Subordinate Note. The Borrower represents and warrants to the Senior Lender that Exhibit B is a true, correct and complete copy of the Subordinate Note.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(b) **Term.** The term of the Subordinate Note ends on February 6, 2036.

4. Terms of Subordination.

(a) **Agreement to Subordinate.** The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage, Land Use Restriction Agreement, and the other First Mortgage Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage and the other First Mortgage Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) **Subordination of Subrogation Rights.** The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage and the Land Use Restriction Agreement.

(c) **Payments Before First Mortgage Loan Default.** Until the Subordinate Lender receives a Default Notice of a First Mortgage Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) **Payments After First Mortgage Loan Default.** The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the First Mortgage Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) **Remitting Subordinate Loan Payments to Senior Lender.** If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the First Mortgage Loan Documents in accordance with the provisions of the First Mortgage Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse

and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by the Senior Lender in accordance with the First Mortgage Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.

(b) Subordinate Lender's Exercise of Remedies. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan, commencing any enforcement or foreclosure action under the Subordinate Mortgage, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has obtained the express written permission of the Senior Lender; provided, however, the Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to the Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of the Borrower relating to income, rent, or affordability restrictions.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a First Mortgage Loan Default under the First Mortgage Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other First Mortgage Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the First Mortgage Loan Documents, any First Mortgage Loan Default under the First Mortgage Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the First Mortgage Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such First Mortgage Loan Default.

6. Default Under First Mortgage Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the First Mortgage Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such First Mortgage Loan Default within 60 days following the date of such notice; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies under the First Mortgage Loan Documents. Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender keeps current all payments required by the First Mortgage Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 90-day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a First Mortgage Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the First Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage. At any time after a First Mortgage Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any First Mortgage Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the First Mortgage Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the First Mortgage and the Subordinate Mortgage, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any First Mortgage Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any First Mortgage Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the First Mortgage Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the First Mortgage Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure First Mortgage Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the First Mortgage remains a lien on the Mortgaged Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the First Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the First Mortgage Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

9. Modification or Refinancing of First Mortgage Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the First Mortgage Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the First Mortgage Loan, the First Mortgage Note, the First Mortgage, the First Mortgage Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "**notices**" and referred to singly as a "**notice**") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
P.O. Box 1728
Madison, Wisconsin 53701-1728
Attention: Legal Services

SUBORDINATE LENDER:

City of Kenosha
Department of Housing
Room 100
625 52nd Street
Kenosha, Wisconsin 53140

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law; Consent to Jurisdiction and Venue.

(i) This Agreement shall be governed by the laws of the State of Wisconsin, ("**Wisconsin**"), without giving effect to conflicts of laws principles.

(ii) Borrower and Subordinate Lender agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in Wisconsin. The state and federal courts and authorities with jurisdiction in Wisconsin shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. Borrower and Subordinate Lender irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the First Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

Wisconsin Housing and Economic Development Authority,
a Wisconsin public body corporate and politic

By: _____
Timothy J. Radelet
General Counsel

SUBORDINATE LENDER:

THE CITY OF KENOSHA
a municipal corporation of the State of Wisconsin

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BORROWER:

KENOSHA SENIORS LIMITED PARTNERSHIP,
a Wisconsin limited partnership

By: Kenosha Seniors GP, LLC,
a Wisconsin limited liability company
General Partner

By: Midwest Affordable Housing Corporation,
a Wisconsin nonstock corporation,
Member

By: _____
Philip J. Schultz, President

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

This instrument was acknowledged before me on December _____, 2011, by Timothy J. Radelet, as General Counsel of the Wisconsin Housing and Economic Development Authority.

Pamela S. Hoeksema
Notary Public, State of Wisconsin
My Commission expires: January 22, 2012

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on December _____, 2011, by _____, as Mayor and _____, as City Clerk of the City of Kenosha, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

This instrument was acknowledged before me on December _____, 2011, by Philip J. Schultz, as President of Midwest Affordable Housing Corporation, the member of Kenosha Seniors GP, LLC, the general partner of Kenosha Seniors Limited Partnership.

Notary Public, State of Wisconsin
My Commission expires: _____

Lender Loan Number: 2798

EXHIBIT A

Legal Description

LOT 1-B OF CERTIFIED SURVEY MAP NO. 1829 RECORDED IN THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE ON JUNE 30, 1995 AS DOCUMENT NO. 994663, BEING IN THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

ALSO

PART OF CERTIFIED SURVEY MAP NOS. 1793 AND 1829, PLATS ON FILE AND OF RECORD IN THE KENOSHA COUNTY LAND REGISTRY, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN; BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND MORE PARTICULARLY DESCRIBED AS: BEGINNING ON THE WEST LINE OF 27TH AVENUE AT THE SOUTHEAST CORNER OF LOT 1-B OF CERTIFIED SURVEY MAP NO. 1829, A PLAT OF RECORD; WHICH CORNER IS ALSO THE NORTHEAST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 1793, A PLAT OF RECORD; THENCE SOUTH 01° 41' 10" EAST ALONG THE WEST LINE OF SAID 27TH AVENUE 2.00 FEET; THENCE NORTH 88° 50' 41" WEST 340.10 FEET; THENCE NORTH 01° 42' 39" WEST 2.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1-B; THENCE SOUTH 88° 50' 51" EAST ALONG THE SOUTH LINE OF SAID LOT 1-B, 340.11 FEET TO THE WEST LINE OF SAID 27TH AVENUE AND THE SOUTHEAST CORNER OF SAID LOT 1-B AND THE POINT OF BEGINNING.

Tax ID No.: 07-222-24-127-006

Property Address: 1920 27th Avenue, Kenosha, WI

Document Number	Subordination Agreement
	Document Title

\$16,500 loan

Recording Area
Name and Return Address

Legal Services
Wisconsin Housing and Economic
Development Authority
P.O. Box 1728
Madison, WI 53701-1728

Parcel Identification Number (PIN)
07-222-24-127-006

This Subordination Agreement was drafted by:

Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
P.O. Box 1728
Madison, Wisconsin 53701

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "**Agreement**") is made and entered into as of December __, 2011, by and among (i) WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic, whose address is 201 West Washington Avenue, Suite 700, P.O. Box 1728, Madison, Wisconsin 53701-1728 (the "**Senior Lender**"), (ii) THE CITY OF KENOSHA, a municipal corporation of the State of Wisconsin, whose address is 625 52nd Street, Room 100, Kenosha, Wisconsin 53140 (the "**Subordinate Lender**"), and (iii) KENOSHA SENIORS LIMITED PARTNERSHIP, a Wisconsin limited partnership, whose address is 1560 East Blackthorne Place, Whitefish Bay, Wisconsin 53211 (the "**Borrower**").

Recitals

A. The Senior Lender has made or is making a loan (the "**First Mortgage Loan**") to the Borrower in the original principal amount of \$1,367,645.00. The First Mortgage Loan is or will be secured by a first mortgage lien (the "**First Mortgage**") on a multifamily housing project located in the City of Kenosha, Kenosha County, State of Wisconsin (the "**Mortgaged Property**"). The Mortgaged Property is more fully described in Exhibit A attached hereto. The Borrower's obligation to repay the First Mortgage Loan is evidenced by a Multifamily Note dated December __, 2011 (the "**First Mortgage Note**"), and is due in full on January 1, 2042.

B. The Subordinate Lender has made a subordinate loan to Borrower in the amount of \$16,500.00 (the "**Subordinate Loan**"). The Subordinate Loan is secured by, among other things, a mortgage lien against the Mortgaged Property, *dated January 23, 1996 and recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin on February 12, 1996, as Document No. 1019908.*

C. At the request of Borrower, the Senior Lender has agreed to permit the Subordinate Lender to maintain the Subordinate Loan and the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, of good and valuable consideration, the receipt of which is hereby acknowledged, the Senior Lender, the Subordinate Lender, and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a First Mortgage Loan Default has occurred under the First Mortgage Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"First Mortgage Loan Default" means the occurrence of an "Event of Default" as that term is defined in the First Mortgage Loan Documents.

"First Mortgage Loan Documents" means the First Mortgage Note, Land Use Restriction Agreement, and all other documents evidencing, securing or otherwise executed and delivered in connection with the First Mortgage Loan.

"Land Use Restriction Agreement" means that certain Land Use Restriction Agreement of even date herewith by and between Lender and Borrower.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement or any other Person who becomes the legal holder of the First Mortgage Note after the date of this Agreement.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"Subordinate Mortgage" means the mortgage or deed of trust encumbering the Mortgaged Property as security for the Subordinate Loan, which the Subordinate Lender caused to be recorded among the applicable land records before this Agreement.

"Subordinate Note" means the promissory note issued by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

2. Subordinate Note. The Borrower represents and warrants to the Senior Lender that Exhibit B is a true, correct and complete copy of the Subordinate Note.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(b) **Term.** The term of the Subordinate Note ends on February 6, 2036.

4. Terms of Subordination.

(a) **Agreement to Subordinate.** The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage, Land Use Restriction Agreement, and the other First Mortgage Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage and the other First Mortgage Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) **Subordination of Subrogation Rights.** The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage and the Land Use Restriction Agreement.

(c) **Payments Before First Mortgage Loan Default.** Until the Subordinate Lender receives a Default Notice of a First Mortgage Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) **Payments After First Mortgage Loan Default.** The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the First Mortgage Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) **Remitting Subordinate Loan Payments to Senior Lender.** If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the First Mortgage Loan Documents in accordance with the provisions of the First Mortgage Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse

and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by the Senior Lender in accordance with the First Mortgage Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.

(b) Subordinate Lender's Exercise of Remedies. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan, commencing any enforcement or foreclosure action under the Subordinate Mortgage, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has obtained the express written permission of the Senior Lender; provided, however, the Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to the Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of the Borrower relating to income, rent, or affordability restrictions.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a First Mortgage Loan Default under the First Mortgage Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other First Mortgage Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the First Mortgage Loan Documents, any First Mortgage Loan Default under the First Mortgage Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the First Mortgage Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such First Mortgage Loan Default.

6. Default Under First Mortgage Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the First Mortgage Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such First Mortgage Loan Default within 60 days following the date of such notice; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies under the First Mortgage Loan Documents. Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender keeps current all payments required by the First Mortgage Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 90-day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a First Mortgage Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the First Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage. At any time after a First Mortgage Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any First Mortgage Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the First Mortgage Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the First Mortgage and the Subordinate Mortgage, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any First Mortgage Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any First Mortgage Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the First Mortgage Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the First Mortgage Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure First Mortgage Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the First Mortgage remains a lien on the Mortgaged Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the First Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the First Mortgage Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

9. Modification or Refinancing of First Mortgage Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the First Mortgage Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the First Mortgage Loan, the First Mortgage Note, the First Mortgage, the First Mortgage Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "**notices**" and referred to singly as a "**notice**") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
P.O. Box 1728
Madison, Wisconsin 53701-1728
Attention: Legal Services

SUBORDINATE LENDER:

City of Kenosha
Department of Housing
Room 100
625 52nd Street
Kenosha, Wisconsin 53140

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law; Consent to Jurisdiction and Venue.

(i) This Agreement shall be governed by the laws of the State of Wisconsin, ("**Wisconsin**"), without giving effect to conflicts of laws principles.

(ii) Borrower and Subordinate Lender agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in Wisconsin. The state and federal courts and authorities with jurisdiction in Wisconsin shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. Borrower and Subordinate Lender irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the First Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

Wisconsin Housing and Economic Development Authority,
a Wisconsin public body corporate and politic

By: _____
Timothy J. Radelet
General Counsel

SUBORDINATE LENDER:

THE CITY OF KENOSHA,
a municipal corporation of the State of Wisconsin

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BORROWER:

KENOSHA SENIORS LIMITED PARTNERSHIP,
a Wisconsin limited partnership

By: Kenosha Seniors GP, LLC,
a Wisconsin limited liability company
General Partner

By: Midwest Affordable Housing Corporation,
a Wisconsin nonstock corporation
Member

By: _____
Philip J. Schultz, President

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

This instrument was acknowledged before me on December _____, 2011, by Timothy J. Radelet, as General Counsel of the Wisconsin Housing and Economic Development Authority.

Pamela S. Hoeksema
Notary Public, State of Wisconsin
My Commission expires: January 22, 2012

STATE OF WISCONSIN)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on December _____, 2011, by _____, as Mayor and _____, as City Clerk of the City of Kenosha, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

This instrument was acknowledged before me on December _____, 2011, by Philip J. Schultz, as President of Midwest Affordable Housing Corporation, the member of Kenosha Seniors GP, LLC, the general partner of Kenosha Seniors Limited Partnership.

Notary Public, State of Wisconsin
My Commission expires: _____

Lender Loan Number: 2798

EXHIBIT A

Legal Description

LOT 1-B OF CERTIFIED SURVEY MAP NO. 1829 RECORDED IN THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE ON JUNE 30, 1995 AS DOCUMENT NO. 994663, BEING IN THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

ALSO

PART OF CERTIFIED SURVEY MAP NOS. 1793 AND 1829, PLATS ON FILE AND OF RECORD IN THE KENOSHA COUNTY LAND REGISTRY, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN; BEING IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, AND MORE PARTICULARLY DESCRIBED AS: BEGINNING ON THE WEST LINE OF 27TH AVENUE AT THE SOUTHEAST CORNER OF LOT 1-B OF CERTIFIED SURVEY MAP NO. 1829, A PLAT OF RECORD; WHICH CORNER IS ALSO THE NORTHEAST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NO. 1793, A PLAT OF RECORD; THENCE SOUTH 01° 41' 10" EAST ALONG THE WEST LINE OF SAID 27TH AVENUE 2.00 FEET; THENCE NORTH 88° 50' 41" WEST 340.10 FEET; THENCE NORTH 01° 42' 39" WEST 2.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1-B; THENCE SOUTH 88° 50' 51" EAST ALONG THE SOUTH LINE OF SAID LOT 1-B, 340.11 FEET TO THE WEST LINE OF SAID 27TH AVENUE AND THE SOUTHEAST CORNER OF SAID LOT 1-B AND THE POINT OF BEGINNING.

Tax ID No.: 07-222-24-127-006

Property Address: 1920 27th Avenue, Kenosha, WI

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 24

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 12/16/11 through 12/31/11 and have approved the disbursements as follows:

1. Checks numbered from 111262 through 111647 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	3,598,911.84
SUBTOTAL	3,598,911.84

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,529,282.49

TOTAL DISBURSEMENTS APPROVED 5,128,194.33

David Bogdala

Daniel Prozanski Jr.

Katherine Marks

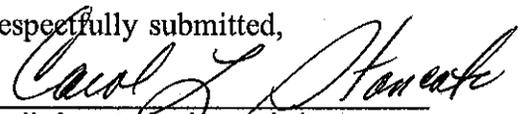
Eric Haugaard

Tod Ohnstad

Theodore Ruffalo

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

Respectfully submitted,



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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #24

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 01/06/12

Prepared By: *MCS*

Reviewed By: *CLD*

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111269	12/16	CARDINAL HEALTH	206-02-52205-318-000	12/11 MEDICAL SUPPL	1,317.28
			206-02-52205-318-000	11/11 MEDICAL SUPPL	854.81
			206-02-52205-318-000	12/11 MEDICAL SUPPL	461.35
			206-02-52205-318-000	10/11 MEDICAL SUPPL	158.60
			206-02-52205-318-000	11/11 MEDICAL SUPPL	26.51
			206-02-52205-318-000	11/11 CORR ORDER	25.16CR
				..... CHECK TOTAL	2,793.39
111270	12/16	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	11/11-CONCRETE/MATER	2,982.31
			110-03-53103-354-000	11/11-CONCRETE/MATER	443.00
				..... CHECK TOTAL	3,425.31
111271	12/16	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	11/11 CE LABOR & MAT	111.63
111272	12/16	KENOSHA JOINT SERVICES	110-02-52103-341-000	11/11 PATRL FLT GAS	21,821.18
			110-02-52103-345-000	11/11 PATRL FLT MNT	8,035.83
			110-02-52102-341-000	11/11 DTCTV FLT GAS	3,219.84
			110-02-52109-341-000	11/11 SCU FLT GAS	493.12
			110-02-52102-345-000	11/11 DTCTV FLT MNT	291.47
			110-02-52103-341-000	11/11 MOTORCYCLE GAS	173.23
			110-02-52101-341-000	11/11 ADMN FLT GAS	75.65
			110-02-52101-345-000	11/11 ADMN FLT MAINT	22.39
			110-02-52109-345-000	11/11 SCU FLT MAINT	22.01
				..... CHECK TOTAL	34,154.72
111273	12/16	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/16/11 CITY HRLY	13,805.56
			110-00-21562-000-000	12/16/11 WATER HRLY	4,163.85
			110-00-21562-000-000	12/16/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	18,174.41
111274	12/16	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	10/11-#11-146444 LAB	49.60
			110-02-52101-219-000	10/11-#11-141697 LAB	49.60
			110-02-52101-219-000	10/11-#11-139451 LAB	49.60
				..... CHECK TOTAL	148.80
111275	12/16	M A TRUCK PARTS	630-09-50101-393-000	11/11 CE MATERIALS &	3,265.70
			110-02-52203-344-000	11/11 FD MATERIALS &	510.56
			110-02-52203-361-000	11/11 FD MATERIALS &	450.00
			206-02-52205-344-000	11/11 FD MATERIALS &	434.15
				..... CHECK TOTAL	4,660.41

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT	
111276	12/16	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	11/11 CE TIRES/TUBES	17,518.97	
			206-02-52205-344-000	11/11 FD TIRES/SERVI	2,202.23	
				..... CHECK TOTAL	19,721.20
111277	12/16	KENOSHA WATER UTILITY	110-05-55109-223-000	09-10/11 STORMWATER	7,730.66	
			524-05-50101-223-000	09-10/11 STORMWATER	621.68	
			461-11-51001-581-000	09-10/11 STORMWATER	529.54	
			110-03-53103-223-000	09-10/11 STORMWATER	463.36	
			520-09-50301-223-000	09-10/11 STORMWATER	441.96	
			445-11-50401-589-000	09-10/11 STORMWATER	289.34	
			110-03-53116-223-000	09-10/11 STORMWATER	221.80	
			463-11-50801-589-000	09-10/11 STORMWATER	168.42	
			110-01-51802-223-000	9-10/11 2906 14 AV	153.96	
			110-02-52203-223-000	09-10/11 STORMWATER	144.68	
			491-11-50102-219-000	09-10/11 STORMWATER	127.72	
			519-09-50116-249-000	09-10/11 STORMWATER	119.24	
			110-01-51802-223-000	9-10/11 2925 14 AV	116.86	
			519-09-50124-249-000	09-10/11 STORMWATER	109.42	
			519-09-50103-249-000	09-10/11 STORMWATER	105.20	
			519-09-50109-249-000	09-10/11 STORMWATER	60.94	
			110-01-51802-223-000	9-10/11 1801 52 ST	56.44	
			110-01-51802-223-000	9-10/11 1822 53 ST	56.44	
			110-01-51802-223-000	9-10/11 1710 53 ST	55.38	
			110-09-56519-259-000	09-10/11 STORMWATER	53.52	
			519-09-50120-249-000	09-10/11 STORMWATER	43.98	
			110-01-51802-223-000	9-10/11 2916 SHER	42.66	
			110-01-51802-223-000	9-10/11 1715 52 ST	39.48	
			519-09-50118-249-000	09-10/11 STORMWATER	38.94	
			491-11-50106-219-000	09-10/11 STORMWATER	35.24	
			110-05-55109-223-000	09-10/11 STORMWATER	29.94	
			110-01-51802-223-000	9-10/11 2401 14 AV	8.74	
			420-11-50603-589-000	09-10/11 STORMWATER	7.68	
				 CHECK TOTAL	11,873.22
			111278	12/16	UNITED STATES TREASURY	110-00-21581-000-000	12/16/11 DEDUCTION	113.68
110-00-21581-000-000	12/16/11 DEDUCTION	100.00				
	..... CHECK TOTAL	213.68			
111279	12/16	OAKES & SON, INC., A. W.	401-11-51104-586-000	EST 4-CHANGE ORD #1	59,446.29	
			401-11-51104-586-000	EST 4-SIDEWALK PROGR	32,918.44	
			403-11-51101-585-000	EST 4-CURB/GUTTER PR	2,179.00	
				..... CHECK TOTAL	94,543.73

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111280	12/16	KENOSHA CO CIRCUIT COURT	110-01-52001-219-000	26 JUDGEMENTS	260.00
111281	12/16	KENOSHA CO CIRCUIT COURT	110-01-50301-219-000	7 DOCKETS/SMALL CLM	43.75
111282	12/16	KENOSHA CO CIRCUIT COURT	110-02-52201-311-000	FIRE DEPT/COPY CHGS	72.50
111283	12/16	BROOKS TRACTOR, INC.	630-09-50101-393-000	09/11 SE #2216 PARTS	490.30
			630-09-50101-393-000	12/11 CREDIT	297.00CR
				..... CHECK TOTAL	193.30
111284	12/16	CURTIS INDUSTRIES, INC	630-09-50101-393-000	11/11 SE FASTENERS-V	964.63
111285	12/16	FABCO EQUIPMENT, INC.	630-09-50101-393-000	12/11 SE #2832 PARTS	508.28
			630-09-50101-393-000	12/11 SE PARTS & MAT	504.43
			630-09-50101-393-000	12/11 SE #2021 PARTS	422.49
			630-09-50101-393-000	12/11 SE #2021 PARTS	418.08
			630-09-50101-393-000	12/11 SE #2832 PARTS	140.34
			630-09-50101-393-000	11/11 SE PARTS & MAT	131.57
			630-09-50101-393-000	11/11 SE PARTS & MAT	87.78
			630-09-50101-393-000	11/11 SE #2021 PARTS	27.90
			630-09-50101-393-000	11/11 SE PARTS & MAT	17.05
			630-09-50101-393-000	12/11 SE CREDIT PART	14.54CR
			630-09-50101-393-000	12/11 SE CREDIT PART	28.97CR
			630-09-50101-393-000	12/11 SE CREDIT PART	238.79CR
			630-09-50101-393-000	10/11 SE CREDIT PART	546.84CR
				..... CHECK TOTAL	1,428.78
111286	12/16	A & R DOOR SERVICE	110-02-52203-246-000	09/11 FD #5 DOOR REP	924.50
			110-02-52203-246-000	09/11 FD #7 DOOR REP	872.50
			110-02-52203-246-000	09/11 FD #3 DOOR REP	406.50
			520-09-50201-246-000	10/11 TD DOOR REPAIR	378.00
			110-02-52203-246-000	11/11 FD #6 DOOR REP	253.50
			110-05-55109-246-000	09/11 PA DOOR REPAIR	212.00
			110-02-52203-246-000	10/11 FD #7 DOOR REP	207.00
			632-09-50101-246-000	09/11 SE DOOR REPAIR	169.00
				..... CHECK TOTAL	3,423.00
111287	12/16	SOS TECHNOLOGIES	709-09-50101-363-000	QCPR GEN 2 UPGRADE	2,100.00
			709-09-50101-316-000	ER PRO 4.X UPGRADE	666.25
			110-02-52103-385-000	SMART PADS	650.00
			709-09-50101-316-000	QCPR DATA CAPTURE	140.00
				..... CHECK TOTAL	3,556.25

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111288	12/16	CHASE BANK KENOSHA	110-00-21513-000-000	12/16/11 HRLY DEDCT	21,058.93
			110-00-21612-000-000	12/16/11 HRLY DEDCT	10,835.93
			110-00-21511-000-000	12/16/11 HRLY DEDCT	7,340.33
			110-00-21614-000-000	12/16/11 HRLY DEDCT	2,670.63
			110-00-21514-000-000	12/16/11 HRLY DEDCT	2,670.32
				..... CHECK TOTAL	44,576.14
111289	12/16	AT&T SERVICES	110-02-52102-219-000	FILE CODE 1033354	40.00
111290	12/16	GRAPENTINE, CHARLES	611-09-50101-155-525	DENTAL IMPLANT EXP	1,062.00
111291	12/16	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	12/11 SPCL TRANSPRT	16,413.00
			520-09-50301-258-000	12/11 WEEKEND DSPTCH	584.00
				..... CHECK TOTAL	16,997.00
111292	12/16	OFFICEMAX	110-03-53101-311-000	12/11-PW#1993 OFFICE	143.17
			110-01-51101-311-000	11/11-FN#1989 OFFICE	102.00
			110-01-51201-311-000	11/11-CT#1990 OFFICE	73.96
			611-09-50101-155-504	11/11-HR#1991 OFFICE	56.72
			110-01-51101-311-000	11/11-FN#1989 OFFICE	3.25
			110-01-51306-311-000	11/11-CT#1990 OFFICE	2.21
			110-01-51201-311-000	12/11-CT#1990 RETURN	11.55CR
				..... CHECK TOTAL	369.76
111293	12/16	JANEK CORPORATION	520-09-50201-344-000	REBUILD LUMINATOR	900.00
111294	12/16	GENUINE HVAC L.L.C.	110-03-53116-241-000	PREVENTATIVE MAINT.	509.75
111295	12/16	DOWNING, JESSE	110-01-50101-265-000	12/11 REIMBURSE	130.00
111296	12/16	INTERSPIRO	110-02-52203-235-000	12/11-FD SCBA PARTS	198.52
111297	12/16	AECOM TECHNICAL SERVICES INC	494-11-50201-219-000	7/2-29 PROF SERVICE	5,776.56
			494-11-50205-219-000	7/2-29 PROF SERVICE	2,953.14
			492-11-50101-589-000	10/8-11/4 PROF SERV	2,489.73
			494-11-50201-219-000	7/2-29 PROF SERVICE	582.45
			494-11-50211-219-000	7/2-29 PROF SERVICE	108.63
				..... CHECK TOTAL	11,910.51
111298	12/16	WIS DEPT OF ADMINSTRATION	110-02-52103-311-000	CITATIONS	325.00

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111299	12/16	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	1-11/11 YW COUPON PR	8,545.38
			501-09-50102-219-000	12/12 YW COUPON PROG	802.33
				..... CHECK TOTAL	9,347.71
111300	12/16	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-235-000	11/11 FD PARTS & MAI	376.69
111301	12/16	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	11/11 TD PARTS AND M	14.28
111302	12/16	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	11/11-TIRE RECYCLING	1,901.96
111303	12/16	LEE PLUMBING, INC.	521-09-50101-241-000	11/11-AR HVAC, PLUMB	715.88
			521-09-50101-241-000	11/11-AR HVAC, PLUMB	378.13
			110-01-51801-241-000	11/11-MB HVAC, PLUMB	293.00
				..... CHECK TOTAL	1,387.01
111304	12/16	MILLER, LYNNE K	465-11-50801-219-000	PRELIMINARY DATABASE	3,240.00
111305	12/16	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	11/11 PURGE SERVICE	17.50
111306	12/16	HUMANA CLAIMS	611-09-50101-155-527	12/09/11 MED CLAIMS	154,639.00
			611-09-50101-155-527	12/14/11 MED CLAIMS	127,600.73
			611-09-50101-155-527	12/12/11 PHARMACY	20,198.50
			611-09-50101-155-527	12/12/11 MED CLAIMS	16,993.98
			611-09-50101-155-527	12/16/11 PHARMACY	12,801.08
			611-09-50101-155-527	12/09/11 PHARMACY	11,939.44
			611-09-50101-155-527	12/14/11 MED CLAIMS	10,975.11
			611-09-50101-155-527	12/08/11 MED CLAIMS	5,009.87
			611-09-50101-155-527	12/14/11 PHARMACY	4,638.07
			611-09-50101-155-527	12/08/11 PHARMACY	4,637.64
			611-09-50101-155-527	12/15/11 MED CLAIMS	4,410.31
			611-09-50101-155-527	12/14/11 PHARMACY	2,593.22
				..... CHECK TOTAL	376,436.95
111307	12/16	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	12/11-SE SERVICES/PA	1,594.61
			630-09-50101-393-000	11/11-SE SERVICES/PA	1,420.62
				..... CHECK TOTAL	3,015.23
111308	12/16	DROPRITE TREE & LANDSCAPE	407-11-51102-219-000	2011 TREE REMOVAL	10,545.50
			407-11-51102-219-000	2011 TREE REMOVAL	7,208.50
				..... CHECK TOTAL	17,754.00

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111309	12/16	CUMMINS NPOWER, LLC	520-09-50201-347-000	11/11 TD PARTS/SERVI	723.08
			520-09-50201-347-000	10/11 TD PARTS/SERVI	23.41
				..... CHECK TOTAL	746.49
111310	12/16	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/16/11 DEDUCTION	32.90
111311	12/16	INDEPENDENT INSPECTIONS LTD	110-02-52601-219-000	11/11-INSPECTION SER	4,350.00
111312	12/16	BARNES DISTRIBUTION	520-09-50201-347-000	11/11 TD SHOP SUPPLI	909.08
			520-09-50201-347-000	11/11 SHOP SUPPLIES	280.14
			520-09-50401-347-000	12/11 TD SHOP SUPPLI	53.21
				..... CHECK TOTAL	1,242.43
111313	12/16	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	12/11-SE PARTS/LABOR	215.99
			520-09-50201-347-000	11/11-TD PARTS/LABOR	187.42
				..... CHECK TOTAL	403.41
111314	12/16	LETTERING MACHINE	524-05-50101-367-000	T-SHIRTS/POLO SHIRTS	770.50
111315	12/16	BOSTROM, STEVE	110-01-50101-265-000	12/11 REIMBURSE	130.00
111316	12/16	ORTH, MICHAEL	110-01-50101-265-000	12/11 REIMBURSE	130.00
111317	12/16	WIS DEPT OF REVENUE	761-00-21512-000-000	11/11 KCM DEDUCTS	279.40
111318	12/16	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	12/16/11 G GRANADO	44.61
111319	12/16	TIPPMANN INDUSTRIAL PRODUCTS	110-03-53110-361-000	SIGN POST ADAPTER	160.41
111320	12/16	LEE AUTO REPAIR	110-03-53103-344-000	R&R POWER DIVIDER	4,657.70
111321	12/16	HANSMANN PRINTING	110-01-50101-311-000	11/11 CT-ALD BC'S	74.00
111322	12/16	J EWENS DESIGN INC	520-09-50201-344-000	11/11-TD 3M VINYL LE	390.00
111323	12/16	MENARDS (KENOSHA)	110-02-52103-365-000	11/11-PD MERCHANDISE	206.67
			110-02-52103-365-000	11/11-PD MERCHANDISE	200.64
			205-03-53119-357-000	11/11-ST MERCHANDISE	98.21
			 CHECK TOTAL	505.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111324	12/16	JMB & ASSOCIATES	110-02-52203-246-000	ANNUAL CALIBRATION	456.78
111325	12/16	WIS SCTF	110-00-21581-000-000	12/16/11 HRLY DEDCT	755.94
111326	12/16	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	12/11 TD RADIATOR SE	1,790.00
111327	12/16	TIME WARNER CABLE	110-01-51102-233-000	12/09-01/08 BROADBAN	74.95
111328	12/16	ARAMARK	110-01-51801-246-000	11/11 MB ENTRANCE MA	102.28
			520-09-50202-246-000	11/11 TD ENTRANCE MA	42.52
			110-03-53116-246-000	11/11 WA ENTRANCE MA	40.00
			632-09-50101-246-000	11/11 SE ENTRANCE MA	16.00
			110-05-55109-246-000	11/11 PA ENTRANCE MA	16.00
				..... CHECK TOTAL	216.80
111329	12/16	HAPPENINGS MAGAZINE	222-09-50101-259-000	11/11 TREE LIGHT AD	332.00
			222-09-50101-259-000	11/11 TREE LIGHT AD	332.00
				..... CHECK TOTAL	664.00
111330	12/16	MILWAUKEE SPRING &	630-09-50101-393-000	11/11-SE PARTS/LABOR	1,313.96
			630-09-50101-393-000	11/11-SE PARTS/LABOR	503.16
				..... CHECK TOTAL	1,817.12
111331	12/16	GILLIG CORPORATION	520-09-50201-347-000	11/11-BUS PARTS	180.14
111332	12/16	PROCESSWORKS INC.	110-00-21578-000-000	12/13/11 CHECK REG	6,317.05
111333	12/16	SPEEDWAY LLC	110-00-44709-000-000	BARTENDER LIC	50.00
111334	12/16	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	11/11-TD COACH PARTS	372.69
			520-09-50201-347-000	11/11-TD COACH PARTS	51.56
			520-09-50201-347-000	12/11-TD RETURN PART	385.00CR
				..... CHECK TOTAL	39.25
111335	12/16	IAFF/NATIONWIDE	110-00-21574-000-000	12/1-15/11 CONTRIBS	20,299.00
111336	12/16	AIRGAS NORTH CENTRAL	632-09-50101-389-000	10/11 SE INDUSTRIAL	132.88
111337	12/16	RED THE UNIFORM TAILOR	110-02-52206-367-000	11/11 FD-UNIFORMS	677.95
			110-02-52103-367-000	11/11 POLICE UNIFORM	266.35
			110-02-52103-367-000	12/11 POLICE UNIFORM	217.00
			110-02-52103-367-000	12/11 POLICE UNIFORM	186.00
			110-02-52103-367-000	10/11 POLICE UNIFORM	173.80
			110-02-52206-367-000	10/11 FD-UNIFORMS	145.00
			110-02-52103-367-000	12/11 POLICE UNIFORM	139.90
			110-02-52206-367-000	10/11 FD-UNIFORMS	57.45
			110-02-52206-367-000	12/11 FD-UNIFORMS	24.50
			110-02-52103-367-000	10/11 INVOICE CORR	186.00CR
			 CHECK TOTAL	1,701.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111338	12/16	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	12/1-15/11 CONTRIBS	7,597.23
111339	12/16	BIRNDORF, MICHAEL M.D.	110-09-56405-161-000	11/9-11/14/11 W/C	237.15
111340	12/16	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	9/28/11 W/C	3,638.88
111341	12/16	AURORA MEDICAL GROUP	110-01-51303-216-000	11/11 SCREENS	339.00
			520-09-50101-216-000	11/11 SCREENS	314.00
				..... CHECK TOTAL	653.00
111342	12/16	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	11/30/11 W/C	26.25
111343	12/16	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	11/4-11/11/11 W/C	1,554.94
			110-09-56405-161-000	10/22-10/24/11 W/C	927.85
			110-09-56405-161-000	10/25/11 W/C	624.51
			110-09-56405-161-000	11/2/11 W/C	541.20
			110-09-56405-161-000	10/27/11 W/C	541.20
			110-09-56405-161-000	10/21/11 W/C	455.01
			110-09-56405-161-000	10/17/11 W/C	455.01
				..... CHECK TOTAL	5,099.72
111344	12/16	CHIROPRACTIC ASSOCIATES OF	110-09-56405-161-000	9/9-27/11 W/C	371.70
			110-09-56405-161-000	10/1-11/5/11 W/C	270.00
				..... CHECK TOTAL	641.70
111345	12/16	ENHANCED MED IMG OF KENOSHA	110-09-56405-161-000	9/19/11 W/C	980.12
111346	12/16	LGIP MUSEUM	110-00-21805-000-000	12/9/11 WIRE TRANS	139,559.00
111347	12/16	LAWLER, KURT	611-09-50101-155-525	ORTHO SERVICES	135.00
111348	12/16	YOO, KANG	110-00-44718-000-000	PAWNBROKER LIC.	185.00
			110-00-44716-000-000	2ND HAND JEWELRY	5.00
			110-00-44715-000-000	2ND HAND ARTICLE	2.50
				..... CHECK TOTAL	192.50
111349	12/16	CRITICAL DATA RECOVERY	110-02-52102-219-000	EVIDENCE #11-151356	94.94
111350	12/16	CALENDARS	110-02-52201-311-000	PLANNER REFILL	33.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111351	12/16	KMART	110-00-44709-000-000	BARTENDER LICENSE	50.00
111352	12/16	EVANS, ALEXANDER T	110-00-44709-000-000	BARTENDER LICENSE	50.00
111353	12/16	BURDINE, CRYSTAL G	110-00-44709-000-000	BARTENDER LICENSE	50.00
111354	12/16	ONEAL, ERICH	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
111355	12/16	HOBUS, CAVIN	110-00-44709-000-000	BARTENDER LICENSE	50.00
111356	12/16	SANDERS, BRANDON L	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
111357	12/16	NICOLETTI, CODY J	110-00-44709-000-000	BARTENDER LICENSE	50.00
111358	12/16	ST MARYS CONGREGATION	110-00-44709-000-000	BARTENDER LICENSE	50.00
111359	12/16	LEDDING, STEVEN	611-09-50101-155-525	ORTHO SERVICES	476.70
111360	12/16	DITZENBERGER, JEAN	110-00-21522-000-000	WRS REIMBURSEMENT	897.07
111361	12/16	MELICHAR, JASON	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
111362	12/16	RICHARDSON, WILLIAM K	110-01-50301-261-000	12/01-02 ELKHART	94.35
			110-01-50301-263-000	12/01-02 ELKHART	8.00
				..... CHECK TOTAL	102.35
111363	12/19	5 ALARM FIRE & SAFETY EQUIP.	414-11-51106-545-000	RESCUE SQUARDS	47,462.40
111364	12/21	CLERK OF CIRCUIT COURT	110-01-50301-219-000	GAEDE V. ZEIHEN	265.50
111365	12/22	NEW FLYER	520-09-50201-347-000	11/11 BUS PARTS	466.00
111366	12/22	RNOW, INC.	630-09-50101-393-000	11/11 CE PARTS/MATER	112.79
			630-09-50101-393-000	11/11 CE PARTS/MATER	62.34
			630-09-50101-393-000	11/11 CE PARTS/MATER	59.90
				..... CHECK TOTAL	235.03
111367	12/22	CHESTER ELECTRONICS SUPPLY	110-02-52203-344-000	11/11 FD PARTS & MAT	26.97
			206-02-52205-363-000	12/11 FD PARTS & MAT	19.98
			110-02-52203-231-000	12/11 FD PARTS & MAT	6.09
			 CHECK TOTAL	53.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111368	12/22	CLERK OF CIRCUIT COURT	110-00-21109-000-000	PAID TO CITY ERROR	789.40
111369	12/22	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	11/11-ST ELECTRICAL	86.86
111370	12/22	BUMPER TO BUMPER	630-09-50101-393-000	11/11-CE PARTS/MATER	515.64
			520-09-50201-347-000	11/11-TD PARTS/MATER	214.28
			520-09-50201-317-000	11/11-TD PARTS/MATER	207.12
			110-05-55109-344-000	11/11-PA PARTS/MATER	65.04
			205-03-53119-389-000	11/11-ST PARTS/MATER	32.91
			110-03-53107-389-000	11/11-ST PARTS/MATER	19.27
			632-09-50101-389-000	11/11-SE PARTS/MATER	10.08
			632-09-50101-361-000	11/11-SE PARTS/MATER	9.28
			110-03-53103-361-000	11/11-ST PARTS/MATER	4.56
				..... CHECK TOTAL	1,078.18
111371	12/22	HWY C SERVICE	110-03-53116-361-000	10/11 WA-SERVC/PARTS	45.45
111372	12/22	WIS DEPT OF REVENUE	110-09-56507-259-999	11/11 SALES TAX	841.79
111373	12/22	STERLING KINDY OPTICAL	110-09-56402-164-000	11/11 SAFETY GLASSES	439.80
111374	12/22	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	10/11-CE LABOR/MATER	324.11
			630-09-50101-393-000	11/11-CE LABOR/MATER	34.54
				..... CHECK TOTAL	358.65
111375	12/22	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/23/11 CITY HRLY	13,545.56
			110-00-21562-000-000	12/23/11 WATER HRLY	4,163.85
			110-00-21562-000-000	12/23/11 MUSEUM HRLY	115.00
				..... CHECK TOTAL	17,824.41
111376	12/22	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	12/11 ANIMAL CONTRL	11,283.57
111377	12/22	LABOR PAPER, THE	110-01-50101-321-000	11/11 ORD 67-11 PUBL	14.44
111378	12/22	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	11/11 11-164141 LAB	49.60
			110-02-52101-219-000	11/11 11-163354 LAB	49.60
			110-02-52101-219-000	09/11 11-134121 LAB	49.60
			110-02-52101-219-000	11/11 11-162796 LAB	49.60
			110-02-52101-219-000	10/11 11-158562 LAB	49.60
			110-02-52101-219-000	10/11 11-145873 LAB	49.60
			110-02-52101-219-000	09/11 11-137319 LAB	49.60
				..... CHECK TOTAL	347.20
111379	12/22	UNITED HOSPITAL SYSTEMS INC	110-09-56402-219-000	LEHMAN MED REC	22.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111380	12/22	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	AMECHE 10/12-11/10	137.70
111381	12/22	PALMEN BUICK	520-09-50201-344-000	11/11-TD PARTS/MATER	330.00
			630-09-50101-393-000	11/11-CE PARTS/MATER	110.52
				..... CHECK TOTAL	440.52
111382	12/22	M A TRUCK PARTS	630-09-50101-393-000	11/11-CE MATERIALS &	430.11
			110-05-55109-344-000	11/11-PA MATERIALS/S	288.50
			110-03-53103-235-000	11/11-ST MATERIALS &	38.78
				..... CHECK TOTAL	757.39
111383	12/22	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	01/12 PREMIUM	12,314.34
			110-00-16250-000-000	01/12 PREMIUM	5,914.33
			110-00-15601-000-000	01/12 PREMIUM	1,465.86
			110-00-15201-000-000	01/12 PREMIUM	1,143.41
			520-00-16250-000-000	01/12 PREMIUM	571.06
			110-00-15202-000-000	01/12 PREMIUM	347.41
			631-00-16250-000-000	01/12 PREMIUM	245.40
			632-00-16250-000-000	01/12 PREMIUM	171.91
			110-00-14401-000-000	01/12 PREMIUM	104.09
			520-00-16250-000-000	01/12 PREMIUM	89.75
			110-00-13127-000-000	01/12 PREMIUM	60.77
			521-00-16250-000-000	01/12 PREMIUM	55.09
			520-00-16250-000-000	01/12 PREMIUM	49.21
			520-00-16250-000-000	01/12 PREMIUM	30.00
			630-00-16250-000-000	01/12 PREMIUM	26.85
			501-00-16250-000-000	01/12 PREMIUM	24.61
			520-00-16250-000-000	01/12 PREMIUM	14.52
			501-00-16250-000-000	01/12 PREMIUM	4.45
			520-00-16250-000-000	01/12 PREMIUM	2.74
				 CHECK TOTAL	22,635.80
111384	12/22	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	11/11-TD TIRE REPAIR	492.64
111385	12/22	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	SIGNAGE	1,780.40
			110-03-53109-373-000	PUSHBUTTON	1,616.84
			110-03-53109-373-000	LAMP 3M SIGHTLIMITER	354.00
			110-03-53109-373-000	PELCO ADAPTER	153.30
			110-03-53109-373-000	PUSH BUTTON CUP	150.00
	 CHECK TOTAL	4,054.54		

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111386	12/22	VAN'S GAS SERVICE INC	110-03-53103-355-000	11/11-ST PROPANE GAS	59.95
			110-03-53116-341-000	11/11-WA PROPANE GAS	39.00
			630-09-50101-393-000	11/11-CE PROPANE GAS	16.50
				..... CHECK TOTAL	115.45
111387	12/22	WELDCRAFT, INC.	110-05-55109-344-000	11/11-PA WELDING SER	910.10
111388	12/22	WIS DEPT OF REVENUE	110-00-21512-000-000	12/1-15/11 DEDUCTS	116,810.96
111389	12/22	WE ENERGIES	110-03-53109-221-000	#48 11/03-12/06	2,222.97
			110-03-53109-221-000	348 11/02-12/05	1,081.28
			110-05-55109-221-000	#48 11/03-12/06	1,064.97
			110-05-55109-221-000	#48 11/02-12/05	367.40
			110-05-55109-222-000	#48 11/02-12/05	364.25
			110-03-53109-221-000	#48 10/31-12/01	354.15
			110-03-53103-221-000	#48 10/31-12/01	277.17
			524-05-50101-221-000	#48 11/02-12/05	260.68
			110-03-53109-221-000	#48 11/01-12/04	230.38
			110-05-55102-221-000	#48 10/27-11/28	216.92
			524-05-50101-222-000	#48 11/02-12/05	193.54
			110-05-55108-221-000	#48 11/06-12/07	88.57
			110-05-55102-221-000	#48 11/03-12/06	87.48
			110-05-55102-221-000	#48 11/02-12/05	78.29
			110-05-55109-221-000	#48 11/08-12/07	40.91
			110-05-55109-221-000	#48 11/01-12/04	38.47
			110-05-55109-221-000	#48 11/01-12/02	36.20
			110-05-55102-221-000	#48 11/04-12/07	16.29
			110-05-55109-222-000	#48 11/03-12/06	15.79
			110-05-55109-222-000	#48 11/01-12/04	9.57
			110-05-55109-222-000	#48 11/06-12/07	8.99
			110-05-55108-221-000	#48 11/02-12/05	8.54
			110-05-55109-221-000	#48 11/07-12/08	8.02
			110-05-55103-222-000	#48 10/31-12/01	13.78CR
				..... CHECK TOTAL	7,057.05
111390	12/22	WE ENERGIES	286-06-50210-259-000	#5358216 UTILITIES	60.32
			286-06-50213-259-000	#5361145 UTILITIES	56.03
			463-11-50802-219-000	3712 50 ST-UTILS	55.24
			262-06-50302-259-000	#5361142 UTILITIES	50.34
			286-06-50211-259-000	#5361120 UTILITIES	49.83
			286-06-50212-259-000	#5361118 UTILITIES	49.43
			286-06-50205-259-000	#5361133 UTILITIES	48.06
			286-06-50202-259-000	#5361124 UTILITIES	47.70
			284-06-50302-259-000	#5361137 UTILITIES	44.92
			286-06-50203-259-000	#5361136 UTILITIES	44.71
			463-11-50802-219-000	3712 50 ST UTILITIES	36.73
			284-06-50202-259-000	#5356174 UTILITIES	30.43
			461-11-51001-581-000	4702 36 AVE-APT 1	21.72
			461-11-51001-581-000	4702 36 AV-APT 2	20.14

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			461-11-51001-581-000	4702 36 AV-APT 4	17.23
			461-11-51001-581-000	4702 36 AV-APT 3	8.68
				..... CHECK TOTAL	641.51
111391	12/22	WE ENERGIES	110-03-53109-221-000	REMOVAL-3900 23 ST	211.94
111392	12/22	UNITED STATES TREASURY	110-00-21581-000-000	12/23/11 DEDUCTION	135.47
			110-00-21581-000-000	12/23/11 DEDUCTION	100.00
				..... CHECK TOTAL	235.47
111393	12/22	REINDERS INC.	110-05-55109-344-000	08/11 DUP CREDIT	160.80
			110-05-55109-344-000	09/11 FREIGHT PARTS	10.06
				..... CHECK TOTAL	170.86
111394	12/22	DICK'S ROOF REPAIR SERVICE	463-11-50601-589-000	800 73 ST REHAB	5,970.00
			254-06-50499-259-000	#5361098 - ROOF	5,000.00
				..... CHECK TOTAL	10,970.00
111395	12/22	BOYS AND GIRLS CLUB	290-06-50608-259-000	#5363807 SUBGR AGRMT	10,450.07
111396	12/22	KENOSHA WATER UTILITY	463-11-50802-219-000	3712 50 ST-WATER/STM	115.44
			461-11-51001-581-000	1102 52ND ST-SWU	56.44
			463-11-50801-589-000	5915 SHERIDAN-SWU	17.22
			463-11-50801-589-000	6209 13TH AVE-SWU	9.80
			463-11-50801-589-000	6731 14TH AVE-SWU	9.80
			463-11-50801-589-000	2222 56TH ST-SWU	9.80
			463-11-50801-589-000	2217 55TH ST-SWU	9.80
			461-11-51001-581-000	5016 SHERIDAN-SWU	8.74
			463-11-50801-589-000	6733 14 AVE-SWU	6.62
				..... CHECK TOTAL	243.66
111397	12/22	KENOSHA WATER UTILITY	110-05-55109-224-000	4" VALVE CONNECTION	1,929.01
111398	12/22	WEST GROUP	110-01-50301-322-000	11/11 ONLINE MATERIA	715.65
111399	12/22	WIS FUEL & HEATING INC	630-09-50101-393-000	11/11 CE LUBRICANTS/	1,361.75
			630-09-50101-393-000	12/11 CE LUBRICANTS/	100.00CR
			 CHECK TOTAL	1,261.75
111400	12/22	BECKER AWNING	110-02-52206-367-000	12/11 FD #4 REPAIRS	250.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111401	12/22	BROOKS TRACTOR, INC.	205-03-53119-349-000	11/11 SE PARTS & MAT	717.60
111402	12/22	DON'S AUTO PARTS	630-09-50101-393-000	12/11 #1959 PARTS	439.59
			630-09-50101-393-000	12/11 #2233 PARTS &	80.58
				..... CHECK TOTAL	520.17
111403	12/22	KENOSHA WATER UTILITY	110-00-21913-000-000	11/11 TEMP PERMITS	34,631.76
			110-00-21914-000-000	11/11-BILL COLLECTN	3,262.78
				..... CHECK TOTAL	37,894.54
111404	12/22	WALGREEN CO.	110-09-56405-161-000	10/18-30/11 W/C	54.80
111405	12/22	INLAND DETROIT DIESEL	520-09-50106-341-000	TRANSYND 55 GAL DRUM	1,539.18
			520-09-50106-341-000	TRANSYND 55 GAL DRUM	1,539.18
			110-02-52203-344-000	REPAIR OF ENGINE 3	972.35
				..... CHECK TOTAL	4,050.71
111406	12/22	KENOSHA YMCA	290-06-50617-259-000	#5363841 SUBGR AGRMT	11,810.41
111407	12/22	BATTERIES PLUS LLC	110-02-52103-344-000	12/11 PD-BATTERIES	31.50
111408	12/22	KENOSHA AREA CHAMBER	501-00-16250-000-000	2012 KENOSHA EXPO	450.00
111409	12/22	CHASE BANK KENOSHA	110-00-21513-000-000	12/23/11 HRLY DEDUCT	36,373.40
			110-00-21612-000-000	12/23/11 HRLY DEDUCT	16,253.81
			110-00-21511-000-000	12/23/11 HRLY DEDUCT	11,010.63
			110-00-21614-000-000	12/23/11 HRLY DEDUCT	3,938.47
			110-00-21514-000-000	12/23/11 HRLY DEDUCT	3,938.26
				..... CHECK TOTAL	71,514.57
111410	12/22	ACL LABORATORIES	110-02-52101-219-000	11/11 PD LAB FEES	21.60
111411	12/22	LEXISNEXIS EXPRESS SCREENING	110-01-51303-219-000	10/11 SERVICE	24.95
111412	12/22	WIS DEPT OF JUSTICE	110-01-51303-219-000	11/11 SERVICES	21.00
111413	12/22	ZILSKE LAW FIRM S C	110-09-56405-212-000	9/8-11/30/11 W/C	5,557.74
			110-09-56405-212-000	9/2-11/3/11 W/C	404.70
			520-09-50101-161-000	10/6-11/11/11 W/C	239.64
			 CHECK TOTAL	6,202.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111414	12/22	FEDEX	110-01-51306-312-000	11/28-BROWNFIELD GR	61.51
111415	12/22	JOE'S CARPET SERVICE	110-01-51801-243-000	CARPET CLEANING	4,644.00
			110-01-51801-243-000	UPHOLSTERY CLEANING,	1,650.00
				..... CHECK TOTAL	6,294.00
111416	12/22	OFFICEMAX	110-01-50901-311-000	12/11 AS #1994 OFFC	464.85
			110-01-51101-311-000	12/11 FN #1995 OFFC	74.96
			110-01-51303-311-000	12/11 HR #1996 OFFC	8.38
				..... CHECK TOTAL	548.19
111417	12/22	KENOSHA COMMUNITY HEALTH	290-06-50406-259-000	#5363812 SUBGR AGRMT	12,333.16
111418	12/22	REGISTRATION FEE TRUST	110-09-56519-909-000	LIC RENEW-FLT#2524	75.00
111419	12/22	PAT'S SERVICES, INC.	205-03-53119-282-000	11/11-PORTABLE TOILE	65.80
111420	12/22	MACEMON INC	110-09-56501-259-565	RAZE-5507 22ND AVE	9,850.00
111421	12/22	XEROX CORPORATION	110-02-52201-232-000	10/21-11/22 FD MAINT	34.91
111422	12/22	T-MOBILE	631-09-50101-226-000	11/08-12/07 WIRELESS	42.19
111423	12/22	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	11/11 ST MERCHANDISE	545.00
111424	12/22	KENOSHA COUNTY	631-09-50101-311-000	12/11 EN-PRINTS/COPY	8.00
111425	12/22	STRAND ASSOCIATES, INC.	501-09-50103-219-000	3-5/11 AMENDMENT #3	6,300.00
			501-09-50103-219-000	3-5/11 FOREST PARK S	681.43
			403-11-51009-589-000	3-5/11 AMENDMENT #2	215.14
				..... CHECK TOTAL	7,196.57
111426	12/22	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-246-000	11/11-FD SUPPLIES	4.29
111427	12/22	AECOM TECHNICAL SERVICES INC	409-11-51111-589-000	WELL ABANDONMENT	424.50
111428	12/22	GEAR GRID	110-02-52203-369-000	BASKET	107.00
111429	12/22	GUTTORMSEN, HARTLEY,	110-09-56402-219-000	11/11 SERVICES	2,725.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111430	12/22	PACE ANALYTICAL	493-11-50110-219-000	11/5 LAB SERVICE	800.00
			493-11-50108-219-000	11/7 LAB SERVICE	515.00
			493-11-50108-219-000	11/8 LAB SERVICE	455.00
			493-11-50108-219-000	11/5 LAB SERVICE	455.00
			493-11-50109-219-000	11/10 LAB SERVICE	393.00
			493-11-50109-219-000	11/8 LAB SERVICE	385.00
			493-11-50110-219-000	10/21 LAB SERVICE	194.34
			493-11-50109-219-000	10/21 LAB SERVICE	194.33
			493-11-50108-219-000	10/21 LAB SERVICE	194.33
			493-11-50110-219-000	11/7 LAB SERVICE	170.00
			493-11-50109-219-000	11/7 LAB SERVICE	165.00
			..... CHECK TOTAL	3,921.00	
111431	12/22	CICCHINI ASPHALT LLC	401-11-51101-585-000	EST 3-RESURFACING	12,224.99
111432	12/22	KENOSHA PUBLIC MUSEUM	611-09-50102-259-000	FALL HARVEST FEES	305.00
111433	12/22	EXAMBUILDER	709-09-50101-366-000	LICENSE RENEWAL	2,020.00
111434	12/22	RAY O'HERRON CO.	241-09-50101-365-000	TASER CARTRIDGE	1,597.50
111435	12/22	WIS DEPT OF NATURAL RESOURCE	110-05-55109-219-000	PERMIT APP-RIP RAP	500.00
111436	12/22	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	11/11 CE PARTS-MATER	9,193.31
			520-09-50201-347-000	11/11 TD BUS PARTS/M	2,059.31
			206-02-52205-344-000	11/11 FD PARTS & MAT	380.09
				..... CHECK TOTAL	11,632.71
111437	12/22	HUMANA CLAIMS	611-09-50101-155-527	12/16/11 MED CLAIMS	169,610.27
			611-09-50101-155-527	12/20/11 MED CLAIMS	95,635.13
			611-09-50101-155-527	12/19/11 MED CLAIMS	52,225.31
			611-09-50101-155-527	12/19/11 PHARMACY	37,878.71
			611-09-50101-155-527	12/16/11 PHARMACY	7,687.60
			611-09-50101-155-527	12/21/11 MED CLAIMS	5,380.34
			611-09-50101-155-527	12/21/11 PHARMACY	4,231.00
			611-09-50101-155-527	12/20/11 PHARMACY	2,087.79
			611-09-50101-155-527	11/11 ADMN AUTH RX	1,960.00
			611-09-50101-155-527	11/11 SHARED SAVINGS	1,367.24
			611-09-50101-155-527	11/11 VOIDS	120.41CR
			611-09-50101-155-527	11/11 FINCL RECOVERY	27,135.22CR
			 CHECK TOTAL	350,807.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111438	12/22	SHINGLES ETC., INC	254-06-50484-259-000	#5366333 - REHAB	4,550.00
111439	12/22	PAUL CONWAY SHIELDS	110-02-52206-367-000	12/11-FD TURNOUT GEA	1,509.99
111440	12/22	AUTO ZONE INC.	630-09-50101-393-000	12/11 SE #2413 PARTS	144.99
			630-09-50101-393-000	08/11 SE CREDIT PART	10.00CR
				..... CHECK TOTAL	134.99
111441	12/22	US CELLULAR	206-02-52205-226-000	12/11 FD-CELL SERVC	134.55
			110-01-51801-226-000	12/11 MB-CELL AIRTM	115.45
			631-09-50101-226-000	12/11 EN-CELL AIRTM	43.33
			206-02-52205-226-000	12/11 FD-CELL AIRTM	41.81
			501-09-50103-226-000	12/11 INTERNET CARD	40.71
			631-09-50101-226-000	12/11 EN-CELL SERVC	6.00
			110-01-51801-226-000	12/11 MB-CELL SERVC	6.00
			205-03-53118-226-000	12/11 WA-CELL AIRTM	3.31
			205-03-53118-226-000	12/11 WA-CELL SERVC	3.00
				..... CHECK TOTAL	394.16
111442	12/22	STORM SOURCE	611-09-50102-259-000	APPT PLUS ANNL FEE	519.00
111443	12/22	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/23/11 DEDUCTION	47.94
111444	12/22	VERIZON WIRELESS	110-02-52103-365-000	CELL PHONE HOLSTERS	269.82
			110-02-52101-226-000	11/11 SERVICE	155.96
			110-01-51301-226-000	11/11 SERVICE	104.75
			110-01-50301-226-000	11/11 SERVICE	104.50
			631-09-50101-226-000	11/11 SERVICE	103.19
			520-09-50301-226-000	11/11 SERVICE	53.00
			521-09-50101-226-000	11/11 SERVICE	52.25
			110-02-52201-226-000	11/11 SERVICE	52.25
			110-01-51701-226-000	11/11 SERVICE	52.25
			110-01-51303-226-000	11/11 SERVICE	52.25
			110-01-51101-226-000	11/11 SERVICE	52.25
			110-02-52103-226-000	11/11 SERVICE	52.07
			501-09-50101-226-000	11/11 SERVICE	51.57
			110-05-55101-226-000	11/11 SERVICE	51.57
			110-01-51201-226-000	11/11 SERVICE	51.57
			 CHECK TOTAL	1,259.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111445	12/22	GFOA	411-11-51101-532-000	ERP CONSULTING SERV.	19,760.00
111446	12/22	CRIVELLO-CARLSON	110-09-56402-219-000	BEAR DEV 9/15-30/11	35,903.08
			110-09-56402-219-000	BEAR DEV 5/16-31/11	25,434.18
			110-09-56402-219-000	ADAMS 3-10/11	3,107.15
				..... CHECK TOTAL	64,444.41
111447	12/22	JENSEN TOWING	110-02-52103-219-000	11/11 11-171649 TOW	165.00
111448	12/22	REGISTER OF DEEDS	110-01-50101-321-000	REC RES 133-11	33.00
111449	12/22	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	12/11-SE#2841 MERCHA	85.00
111450	12/22	ACME OFFICE EQUIPMENT	110-01-51102-232-000	12/11 PRINTER REPAIR	95.00
111451	12/22	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	MAKE-UP AIR REPAIR	1,494.00
			520-09-50201-246-000	UNIT #1 REPAIR	847.00
				..... CHECK TOTAL	2,341.00
111452	12/22	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	12/23/11 DEDUCTION	60.47
111453	12/22	KENOSHA COMMUNITY SAILING	290-06-50604-259-000	E5366350 SUBGR AGRMT	516.89
111454	12/22	BCF CONSTRUCTION CORP	448-11-50901-589-000	EST 1-PHASE I-PETZKE	50,350.00
111455	12/22	STALKER FLOORING, INC.	110-05-55109-357-000	FLOORING MATERIALS	1,376.00
111456	12/22	FASTENAL COMPANY	110-03-53107-389-000	11/11' ST TOOLS OR MA	176.29
			501-09-50105-361-000	10/11 SW TOOLS OR MA	149.00
			110-03-53107-389-000	10/11 ST TOOLS OR MA	144.22
			501-09-50105-361-000	10/11 SW TOOLS OR MA	52.83
			520-09-50201-347-000	11/11 TD TOOLS OR MA	8.93
				..... CHECK TOTAL	531.27
111457	12/22	CREATIVE DESIGNS	405-11-51017-589-000	SIGNS	8,700.00
			405-11-51017-589-000	SIGNS	2,195.00
				..... CHECK TOTAL	10,895.00
111458	12/22	STEPP EQUIPMENT CO.	110-03-53117-344-000	REPLACE PANEL	1,580.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111459	12/22	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	PLAQUE-BRYDGES	60.00
			110-02-52110-311-000	BARTHOLOMEW DESKPLAT	20.50
				..... CHECK TOTAL	80.50
111460	12/22	GALL'S INC.	110-02-52203-369-000	SCBA MASK BAG	170.86
111461	12/22	MASTERCRAFT BUILDERS	110-00-21917-000-000	ESCROW 15209 70TH	950.00
111462	12/22	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	12/11-SE PARTS/MATER	936.54
111463	12/22	O'CONNOR, DUMEZ,	110-09-56402-219-000	CITY/COUNTY CLAIM	2,508.00
			110-09-56402-219-000	11/11 MEDINA	1,199.00
			110-09-56402-219-000	11/11 TATRO	612.00
			110-09-56402-219-000	11/11 LEHMAN	561.00
			110-09-56402-219-000	11/11 GUERRERO	506.00
			110-09-56402-219-000	11/11 MILLER	66.00
				..... CHECK TOTAL	5,452.00
111464	12/22	STATE BAR OF WISCONSIN	110-01-50301-322-000	12/11-LEGAL PUBLICA	92.12
111465	12/22	STATE BAR OF WISCONSIN	110-01-50301-322-000	ONE YEAR ONLINE SUB	89.00
111466	12/22	MENARDS (KENOSHA)	110-03-53107-389-000	11/11 ST MERCHANDISE	205.01
			110-02-52204-344-000	11/11 FD #4 MERCHAND	47.11
			110-03-53116-361-000	11/11 WA MERCHANDISE	43.44
			524-05-50101-249-000	11/11 GO MERCHANDISE	32.53
			110-02-52204-344-000	11/11 FD #4 MERCHAND	19.92
			110-05-55111-246-000	11/11 PA MERCHANDISE	18.98
			110-03-53109-375-000	10/11 ST MERCHANDISE	6.78
			110-05-55109-249-000	11/11 PA MERCHANDISE	1.79
				..... CHECK TOTAL	375.56
111467	12/22	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	8/24-11/10/11 W/C	5,183.90
			110-09-56402-219-000	THOMSEN V CITY	427.10
				..... CHECK TOTAL	5,611.00
111468	12/22	PLATINUM SYSTEMS	760-09-50101-362-000	UPS UNIT	513.18
111469	12/22	GUNTA & REAK, S.C.	110-09-56402-219-000	HARPER 9/21/08	5.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111470	12/22	WIS SCTF	110-00-21581-000-000	12/23/11 HRLY DEDCT	978.72
111471	12/22	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	CITATION BOOKS	120.00
111472	12/22	COMFORT SUITES APPLETON	110-02-52107-263-000	111/14/11 ROHDE	70.00
111473	12/22	NEXTEL COMMUNICATIONS	110-02-52109-226-000	11/11-PD PHONE SERVI	323.18
111474	12/22	CARE-PLUS DENTAL PLANS, INC	611-00-16250-000-000	01/12 PREMIUM	50,257.26
			611-09-50101-155-525	12/11 ADJ	229.80CR
				..... CHECK TOTAL	50,027.46
111475	12/22	ROCKFORD IND. WELDING	632-09-50101-389-000	11/11-SE SUPPLIES/MA	73.61
			632-09-50101-389-000	11/11-SE SUPPLIES/MA	24.54
				..... CHECK TOTAL	98.15
111476	12/22	TIME WARNER CABLE	761-09-50101-225-000	12/9-1/8/12 PHONE	57.42
111477	12/22	CINTAS CORP	632-09-50101-259-000	11/11 SE-UNIFORM/GLV	617.24
			520-09-50201-367-000	11/11 TD-UNIFORM/GLV	270.42
			110-02-52203-259-000	11/11 FD-UNIFORM/GLV	183.12
				..... CHECK TOTAL	1,070.78
111478	12/22	AIRVAC	110-01-51801-389-000	AIRVAC 911 FILTERS	2,060.00
			110-01-51801-389-000	AIRVAC 911 PREFILTER	93.00
				..... CHECK TOTAL	2,153.00
111479	12/22	WOMEN AND CHILDRENS HORIZONS	290-06-50607-259-000	#5363826 SUBGR AGRMT	1,663.00
111480	12/22	ACCURINT	110-02-52101-219-000	11/11 PD SEARCHES/LO	170.65
111481	12/22	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	11/11-SECURITY CHECK	70.00
111482	12/22	SAFETY-KLEEN INC	520-09-50201-389-000	11/11 16105 SOLVENT	156.04
111483	12/22	JKR SURVEYING, INC	758-09-50109-259-851	STAKE PROPERTY	425.00
			758-09-50108-259-851	STAKE PROPERTY	425.00
			758-09-50104-259-851	STAKE PROPERTY	425.00
			758-09-50103-259-851	STAKE PROPERTY	425.00
			 CHECK TOTAL	1,700.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111484	12/22	URBAN LEAGUE OF RACINE AND	290-06-50602-259-000	#5363805 SUBGR AGRMT	1,064.46
111485	12/22	BUSCHE, JUDY LLC	110-01-50301-219-000	11/11 LE SERVICES OF	670.00
111486	12/22	CONTROLL FORMS INC	110-02-52103-311-000	PARKING TICKET BOOKS	2,156.41
111487	12/22	GILLIG CORPORATION	520-09-50201-347-000	12/11 BUS PARTS	2,014.22
			520-09-50201-347-000	12/11 BUS PARTS	180.14
				..... CHECK TOTAL	2,194.36
111488	12/22	SAFEGWAY PEST CONTROL CO., INC	110-02-52203-246-000	11/11FD -EXTERMINATI	161.00
			520-09-50202-246-000	11/11-TD EXTERMINATI	55.00
			110-01-51801-246-000	11/11-MB EXTERMINATI	32.00
			110-05-55109-246-000	11/11-PA EXTERMINATI	26.00
			110-03-53116-246-000	11/11-WA EXTERMINATI	25.00
			520-09-50401-246-000	11/11-TD EXTERMINATI	24.00
			520-09-50202-246-000	11/11-TD EXTERMINATI	24.00
			110-02-52110-246-000	11/11-PD EXTERMINATI	23.00
				..... CHECK TOTAL	370.00
111489	12/22	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	11/11 231 CAPT/DISPL	8,759.50
			110-04-54102-254-000	12/11 MONTHLY FEE	3,500.00
				..... CHECK TOTAL	12,259.50
111490	12/22	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINBRK-WATER/ERU	100.83
			110-09-56519-259-000	80TH ST-WATER/ERU	62.29
				..... CHECK TOTAL	163.12
111491	12/22	PROCESSWORKS INC.	110-00-21578-000-000	12/20/11 CHECK REG	3,223.25
111492	12/22	PROCESSWORKS, INC.	110-09-56310-219-000	11/11 ADMIN CHARGES	699.20
111493	12/22	GLASMAN TOWING	110-02-52103-219-000	12/11 11-179655 TOW	25.00
111494	12/22	PIEPER ELECTRIC	520-09-50401-246-000	ANNUAL INSPECTION	4,315.00
111495	12/22	AFLAC	110-00-21535-000-000	11/11 SAL DEDUCTS	2,005.84
			110-00-21535-000-000	11/04-25 HRLY PAYRL	614.64
			110-00-21536-000-000	11/11 SAL DEDUCTS	285.68
			110-00-21536-000-000	11/04-25 HRLY PAYRL	283.20
			 CHECK TOTAL	3,189.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111496	12/22	TACTRON INC	110-02-52206-344-000	ENGRAVED PASS	14.56
			110-02-52206-344-000	ENGRAVED PASS	11.00
			110-02-52206-344-000	ENGRAVED PASS	11.00
				..... CHECK TOTAL	36.56
111497	12/22	JANI-KING OF MILWAUKEE	633-09-50101-243-000	12/11 JANITORIAL SRV	1,084.00
111498	12/22	SPECTERA, INC.	110-00-21534-000-000	11/11 DEDUCTS	1,620.22
111499	12/22	BLADE SHOP	110-02-52203-344-000	11/11 FD REPLACE/REP	260.75
			110-02-52203-344-000	11/11 FD REPLACE/REP	86.50
				..... CHECK TOTAL	347.25
111500	12/22	DOUBLE D CONSTRUCTION INC	758-09-50107-259-851	2103 45 CONSTRUCTION	29,220.00
111501	12/22	SPORTS PHYSICAL THERAPY CNTR	110-09-56402-219-000	MEDINA MED RECORDS	54.20
111502	12/22	AURORA MEDICAL GROUP	520-09-50101-216-000	11/11 SCREENS	312.00
			110-02-52103-219-000	11/11 SCREENS	143.00
				..... CHECK TOTAL	455.00
111503	12/22	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	11/1-4/11 W/C	739.03
			110-09-56405-161-000	11/2/11 W/C	451.56
				..... CHECK TOTAL	1,190.59
111504	12/22	DEPT OF VETERANS AFFAIRS	206-00-13107-000-000	2008 AMBULANCE PYMT	67.90
111505	12/22	KINEX MEDICAL COMPANY LLC	110-09-56405-161-000	10/27/11 W/C	135.00
111506	12/22	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	9/28/11 W/C	1,120.05
			110-09-56405-161-000	10/24/11 W/C	47.50
				..... CHECK TOTAL	1,167.55
111507	12/22	HEALTHPORT	520-09-50101-161-000	12/3/11 W/C	68.43
111508	12/22	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	11/4/11 W/C	37.40
111509	12/22	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	11/4/11 W/C	398.65
111510	12/22	AURORA HEALTH CARE	110-09-56405-161-000	10/3-11/4/11 W/C	1,556.72
			110-09-56405-161-000	10/18-11/11/11 W/C	837.76
			110-09-56405-161-000	10/25/11 W/C	392.48
			 CHECK TOTAL	2,786.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111511	12/22	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	11/15-18/11 W/C	1,135.81
			110-09-56405-161-000	11/5-11/7/11 W/C	818.15
			110-09-56405-161-000	11/18/11 W/C	801.11
			110-09-56405-161-000	11/14/11 W/C	667.59
			110-09-56405-161-000	11/11/11 W/C	667.59
			110-09-56405-161-000	11/8/11 W/C	541.20
			110-09-56405-161-000	11/15/11 W/C	534.07
			110-09-56405-161-000	11/3/11 W/C	457.89
				 CHECK TOTAL		5,623.41
111512	12/22	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	11/8-16/11 W/C	693.06
111513	12/22	GENEX SERVICES INC	110-09-56405-161-000	11/1-21/11 W/C	688.94
			110-09-56405-161-000	11/3-12/5/11 W/C	477.58
				..... CHECK TOTAL	1,166.52
111514	12/22	ORTHOPEdic SURGEONS OF WI SC	110-09-56405-161-000	9/27-29/11 W/C	383.24
111515	12/22	MIDWEST MEDICAL ENTERPRISES	110-09-56405-161-000	10/28/11 W/C	850.50
111516	12/22	D.C. BURBACH	401-11-51101-585-000	EST 3-CONCRETE REPR	11,919.35
111517	12/22	BELLER, JAMES M & AMY M	611-09-50101-155-525	ORTHO SERVICES	40.50
111518	12/22	PONCE, CARLA	401-11-51104-586-824	SIDEWALK REPAIR	639.20
111519	12/22	HOPE COUNCIL, INC	290-06-50610-259-000	#5366361 SUBGR AGRMT	599.75
111520	12/22	BIGALKE, MELODY	110-00-21905-000-000	BEACH HOUSE-12/11/11	300.00
111521	12/22	GRAVEDONI, ALLAN	110-00-21109-000-000	COURT PYMT V813065	3.40
111522	12/22	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	11/11 SERVICES	4,976.00
			110-01-51001-212-000	11/11 SERVICES	147.17
				..... CHECK TOTAL	5,123.17
111523	12/22	CHENG, EMILY	110-00-21905-000-000	BEACH HOUSE-12/17/11	100.00
111524	12/22	KUPFER, ELLEN	110-00-46394-000-000	APPLIANCE STICKER	15.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111525	12/22	VARGAS, YOCELINE	110-00-21905-000-000	ORIBILETTI-12/10/11	100.00
111526	12/22	MUNOZ, ROSALIO	110-00-21109-000-000	COURT PMT #V811420	63.00
111527	12/22	VRANAK, ANTHONY	401-11-51104-586-824	SIDEWALK REPAIR	1,626.80
111528	12/22	MADRIGRANO, GENE	401-11-51104-586-824	SIDEWALK REPAIR	235.00
111529	12/22	VANCHENA, BARBARA	401-11-51104-586-824	SIDEWALK REPAIR	470.00
111530	12/22	GARDNER, LES	401-11-51104-586-824	SIDEWALK REPAIR	470.00
111531	12/22	AMERICAN LEGAL PUBLISHING	110-01-50301-322-000	UPDATED LEGAL RES	195.00
111532	12/22	SMITH, GERALD	611-09-50101-155-525	ORTHO SERVICES	277.50
111533	12/22	FRANKLIN, TOMMAR	611-09-50101-155-525	ORTHO SERVICES	481.25
111534	12/22	HAERTER, MATTHEW	110-01-51303-144-000	FALL 2011 TUITION	1,307.52
111535	12/22	MILLSAPS, NINA M.	611-09-50102-259-000	GIFT CARDS-WELLNESS	250.00
111536	12/22	MONSON, DAVID M.	110-09-56405-166-000	11/25-12/24/11 PPD	1,308.66
			110-09-56405-161-000	12/5/11 MED EQUIP	475.00
				..... CHECK TOTAL	1,783.66
111537	12/22	BILLINGSLEY, SHELLY	501-09-50101-261-000	12/15/11 NEW BERLIN	48.40
111538	12/22	PETERSON, JULIE	110-09-56405-166-000	12/04-17/11 PENALTY	244.50
111539	12/22	KUNZ, JOSHUA	110-09-56405-166-000	FINAL PPD INSTLMNT	1,362.69
111540	12/22	MCKINNEY, JODI	110-05-55108-219-000	11/16-MILWAUKEE	52.40
111541	12/22	SCHRANDT, JONATHAN	110-09-56405-166-000	11/25-12/22/11 PPD	1,208.00
111542	12/22	DILLHOFF, AARON	110-02-52102-341-000	12/12-15 VOLK FLD	38.78
111543	12/29	BLONER, JOHN JR	761-09-50101-264-000	KCM EXPENSES	411.33
			761-09-50101-311-000	KCM EXPENSES	124.97
			761-09-50101-326-000	KCM EXPENSES	39.50
			 CHECK TOTAL	575.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111544	12/29	RNOW, INC.	630-09-50101-393-000	12/11 CE PARTS/MATER	140.36
			630-09-50101-393-000	12/11 CE PARTS/MATER	41.22
			630-09-50101-393-000	12/11 PARTS/MATERIAL	10.96
				..... CHECK TOTAL	192.54
111545	12/29	CHESTER ELECTRONICS SUPPLY	420-11-51103-519-000	12/11 PW PARTS & MAT	136.28
			420-11-51103-519-000	12/11 PW PARTS & MAT	55.84
			110-03-53109-375-000	12/11 ST PARTS & MAT	3.00
				..... CHECK TOTAL	195.12
111546	12/29	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	12/11-ST ELECTRICAL	9.96
111547	12/29	INTERSTATE ELECTRIC SUPPLY	520-09-50202-246-000	12/11-TD ELECTRICAL	212.00
			521-09-50101-375-000	12/11-AR ELECTRICAL	162.38
			501-09-50105-246-000	12/11-SW ELECTRICAL	98.49
			110-03-53109-375-000	12/11-ST ELECTRICAL	49.63
			501-09-50105-246-000	12/11-ST ELECTRICAL	22.74
			110-03-53109-375-000	12/11-ST ELECTRICAL	15.48
			110-03-53109-375-000	12/11-ST ELECTRICAL	3.49
				..... CHECK TOTAL	564.21
111548	12/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	12/30/11 CITY SAL	42,939.82
			110-00-21562-000-000	12/30/11 CITY HRLY	13,476.98
			110-00-21562-000-000	12/30/11 WATER SAL	7,569.00
			110-00-21562-000-000	12/30/11 LIBRARY SAL	6,475.00
			110-00-21562-000-000	12/30/11 WATER HRLY	3,820.60
			110-00-21562-000-000	12/30/11 MUSEUM HRLY	115.00
				..... CHECK TOTAL	74,396.40
111549	12/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	12/30/11 CITY HRLY	482.00
			110-00-21553-000-000	12/30/11 WATER HRLY	240.63
			110-00-21553-000-000	12/30/11 CITY SAL	197.44
			110-00-21553-000-000	12/30/11 WATER SAL	49.36
			110-00-21553-000-000	12/30/11 MUSEUM HRLY	25.42
	..... CHECK TOTAL	994.85			
111550	12/29	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	12/30/11 CITY HRLY	101.41
			110-00-21541-000-000	12/30/11 WATER HRLY	29.20
			 CHECK TOTAL	130.61

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111551	12/29	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	11/14/11 W/C	595.49
			110-09-56405-161-000	11/12/11 W/C	595.49
			110-02-52101-219-000	10/11 11-120557 LAB	49.60
			110-02-52101-219-000	11/11 11-160308 LAB	49.60
			110-02-52101-219-000	09/11 11-131563 LAB	49.60
			110-02-52101-219-000	09/11 11-141180 LAB	49.60
			110-02-52101-219-000	12/11 11-177328 LAB	36.50
				..... CHECK TOTAL	1,425.88
111552	12/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	12/30/11 SAL DEDUCTS	90,594.00
111553	12/29	FIRST SUPPLY CO.	520-09-50401-249-000	12/11 TD SUPPLIES AN	174.99
			110-01-51801-389-000	12/11 MB SUPPLIES AN	101.22
			110-01-51801-389-000	12/11 MB SUPPLIES AN	95.38
			110-02-52203-246-000	12/11 FD #3 SUPPLIES	28.74
			520-09-50201-246-000	12/11 TD SUPPLIES AN	1.40
				..... CHECK TOTAL	401.73
111554	12/29	WE ENERGIES	758-09-50110-259-850	9/26-11/27 UTILS	95.76
			758-09-50106-259-850	11/09-12/12 UTILS	91.30
			286-06-50209-259-000	#5366457 UTILITIES	63.77
			284-06-50202-259-000	#5366452 UTILITIES	63.45
			286-06-50208-259-000	#5366456 UTILITIES	62.58
			286-06-50207-259-000	#5366454 UTILITIES	57.56
				..... CHECK TOTAL	434.42
111555	12/29	STATE OF WISCONSIN	110-00-21901-999-000	11/11 COURT COSTS	21,906.35
			110-00-21911-999-000	11/11 COURT COSTS	15,754.92
			110-00-45104-999-000	11/11 COURT COSTS	10,897.03
				..... CHECK TOTAL	48,558.30
111556	12/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	12/30/11 DEDUCTION	378.78
111557	12/29	UNITED STATES TREASURY	110-00-21581-000-000	12/30/11 DEDUCTION	100.00
			110-00-21581-000-000	12/30/11 DEDUCTION	92.81
				..... CHECK TOTAL	192.81
111558	12/29	PAYNE & DOLAN INC.	110-03-53103-355-000	11/11-ASPHALT MATERI	289.16
111559	12/29	KENOSHA WATER UTILITY	463-11-50802-219-000	1715 52 ST-WATER/SWU	85.68
			286-06-50211-259-000	#5366422 UTILITIES	50.71
			262-06-50302-259-000	#5366431 UTILITIES	49.79
			286-06-50202-259-000	#5366423 UTILITIES	49.47
			286-06-50203-259-000	#5366427 UTILITIES	48.73
			286-06-50210-259-000	#5366439 UTILITIES	38.09
			758-09-50110-259-850	8/22-10/24 SWU	33.68
			758-09-50106-259-850	8/19-10/24 SWU	33.68
			284-06-50302-259-000	#5366437 UTILITIES	33.68
			286-06-50212-259-000	#5366413 UTILITIES	31.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			286-06-50209-259-000	#536448 UTILITIES	28.59
			286-06-50205-259-000	#5366425 UTILITIES	28.59
			286-06-50213-259-000	#5366435 UTILITIES	27.53
			286-06-50208-259-000	#5366446 UTILITIES	27.53
			286-06-50207-259-000	#5366445 UTILITIES	27.53
			284-06-50202-259-000	#5366442 UTILITIES	27.53
			758-09-50107-259-850	8/31-10/31 SWU	17.22
			758-09-50108-259-850	8/31-10/31 SWU	12.98
			758-09-50105-259-850	8/31-10/31 SWU	12.98
			758-09-50104-259-850	8/31-10/31 SWU	12.98
			210-06-51605-259-000	8/31-10/31 SWU	12.98
			758-09-50109-259-850	8/31-10/31 SWU	9.80
			758-09-50103-259-850	8/31-10/31 SWU	9.80
			463-11-50801-589-000	5510 22 AV-SWU	9.80
				..... CHECK TOTAL	721.04
111560	12/29	BADGER OIL EQUIPMENT CO.	630-09-50101-393-000	12/11 SE FUEL PUMPS	160.61
111561	12/29	BATTERIES PLUS LLC	110-02-52203-385-000	12/11 FD #4 BATTERIE	134.25
			110-02-52203-385-000	12/11 FD #4 BATTERIE	27.93
				..... CHECK TOTAL	162.18
111562	12/29	AT&T	206-02-52205-227-000	12/10-1/09 DSI SERVC	900.00
			206-02-52205-227-000	12/10-1/09 DSI SERV	588.00
				..... CHECK TOTAL	1,488.00
111563	12/29	CHASE BANK KENOSHA	110-00-21513-000-000	12/30/11 DEDUCTS	257,202.70
			110-00-21612-000-000	12/30/11 DEDUCTS	76,623.67
			110-00-21511-000-000	12/30/11 DEDUCTS	51,906.62
			110-00-21614-000-000	12/30/11 DEDUCTS	26,284.97
			110-00-21514-000-000	12/30/11 DEDUCTS	26,284.48
				..... CHECK TOTAL	438,302.44
111564	12/29	AT&T	110-01-51801-227-000	12/07-1/06 CIRCUITS	292.25
			110-02-52103-227-000	12/07-1/06 CIRCUITS	70.00
			110-02-52108-225-000	12/07-1/06 CIRCUITS	54.25
			520-09-50301-227-000	12/07-1/06 CIRCUITS	35.00
			110-02-52110-227-000	12/07-1/06 CIRCUITS	35.00
			 CHECK TOTAL	486.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111565	12/29	OFFICEMAX	520-09-50106-311-000	12/11-TD#1998 OFFICE	518.66
			110-02-52203-311-000	CHAIRMATS	188.00
			520-09-50106-311-000	12/11-TD#1998 OFFICE	177.63
			110-02-52103-311-000	12/11-PD#2000 OFFICE	91.48
			110-02-52201-311-000	12/11-FD#1997 OFFICE	63.00
			631-09-50101-311-000	12/11-EN#1999 OFFICE	60.00
			110-02-52103-311-000	12/11-PD#2001 OFFICE	33.23
			110-01-50901-311-000	12/11-AS#1935 OFFICE	14.59
			110-02-52103-311-000	12/11-PD#2000 OFFICE	13.00
			..... CHECK TOTAL	1,159.59	
111566	12/29	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	12/30/11 SAL DEDUCTS	4,305.00
111567	12/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	12/30/11 SAL DEDUCTS	10,884.00
111568	12/29	LINCOLN CONTRACTORS SUPPLY	110-03-53109-389-000	12/11-ST TOOLS/SUPPL	97.98
111569	12/29	NEENAH FOUNDRY CO. (K0363)	401-11-51101-585-000	CASTING REPLACEMENT	1,206.00
			401-11-51101-585-000	CASTING REPLACEMENT	114.00
				..... CHECK TOTAL	1,320.00
111570	12/29	HOLLAND SUPPLY, INC.	501-09-50105-344-000	12/11-ST HYDRAULIC F	90.00
			110-03-53107-389-000	11/11-ST HYDRAULIC F	51.00
				..... CHECK TOTAL	141.00
111571	12/29	KPSOA	110-00-21552-000-000	12/30/11 SAL DEDUCTS	825.00
111572	12/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	12/30/11 SAL DEDUCTS	8,550.30
111573	12/29	LOCAL 168	110-00-21551-000-000	12/30/11 SAL DEDUCT	59.00
111574	12/29	PETCO	213-09-50101-381-000	11/11 EDY PET FOOD &	69.20
			213-09-50101-381-000	11/11 CHICO PET FOOD	46.97
				..... CHECK TOTAL	116.17
111575	12/29	ACCURATE PRINTING CO., INC.	110-01-51303-311-000	12/11 HR-LETTERHEAD	306.00
111576	12/29	MG TRUST COMPANY	761-09-50101-151-000	12/11 PIRO/RIMKUS	234.08
			761-00-21599-000-000	12/11 PIRO/RIMKUS	234.08
			 CHECK TOTAL	468.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111577	12/29	TRIANGLE APPLIANCE	110-02-52203-246-000	RANGE REPAIR-STN#7	291.40
111578	12/29	VERMEER SALES & SERVICE	501-09-50106-344-000	SHARPEN KNIVES	53.06
111579	12/29	WISCONSIN ELECTRIC POWER CO	110-00-21581-000-000	12/30/11 DEDUCTION	161.75
111580	12/29	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	12/11 TD PARTS AND M	9.60
111581	12/29	LEE PLUMBING, INC.	110-02-52203-241-000	12/11 FD #4 HVAC, PL	1,502.50
			632-09-50101-241-000	11/11 SE HVAC, PLUMB	773.53
			110-03-53103-241-000	11/11 ST HVAC, PLUMB	156.50
				..... CHECK TOTAL	2,432.53
111582	12/29	HUMANA CLAIMS	611-09-50101-155-527	12/27/11 MED CLAIMS	353,711.31
			611-09-50101-155-527	12/22/11 MED CLAIMS	34,077.06
			611-09-50101-155-527	12/27/11 PHARMACY	31,363.25
			611-09-50101-155-527	12/22/11 PHARMACY	13,271.79
			611-09-50101-155-527	12/28/11 MED CLAIMS	2,736.90
			611-09-50101-155-527	12/23/11 PHARMACY	2,637.67
			611-09-50101-155-527	12/28/11 PHARMACY	647.79
				..... CHECK TOTAL	438,445.77
111583	12/29	TRANSIT MUTUAL INSURANCE	520-00-16250-000-000	2012 LIAB/PHYS DMG	241,284.88
111584	12/29	US CELLULAR	110-02-52102-226-000	12/11 PD-CELL SERVC	120.00
			110-02-52102-226-000	12/11 PD-CELL AIRTM	116.28
			110-02-52103-226-000	12/11 PD-CELL SERVC	24.00
			501-09-50103-226-000	12/11 SW-CELL AIRTM	22.34
			110-02-52103-226-000	12/11 PD-CELL AIRTM	18.55
			110-05-55109-226-000	12/11 PA-CELL AIRTM	16.61
			110-02-52108-226-000	12/11 PD-CELL AIRTM	15.99
			110-05-55102-226-000	12/11 PA-CELL AIRTM	8.96
			110-05-55101-226-000	12/11 PA-CELL AIRTM	8.96
			110-05-55109-226-000	12/11 PA-CELL SERVC	6.00
			110-05-55109-226-000	12/11 PA-CELL SERVC	4.49
			501-09-50103-226-000	12/11 SW-CELL SERVC	3.00
			110-05-55111-226-000	12/11 PA-CELL SERVC	3.00
			110-05-55102-226-000	12/11 PA-CELL SERVC	3.00
			110-05-55101-226-000	12/11 PA-CELL SERVC	3.00
			110-02-52108-226-000	12/11 PD-CELL AIRTM	3.00
			110-02-52101-226-000	12/11 PD-CELL SERVC	3.00
			110-02-52101-226-000	12/11 PD-CELL AIRTM	2.46
			110-05-55111-226-000	12/11 PA-CELL AIRTM	2.25
			 CHECK TOTAL	384.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111585	12/29	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	12/30/11 DEDUCTION	37.53
111586	12/29	WISCONSIN COUNCIL 40	110-00-21553-000-000	12/30/11 CITY HRLY	2,887.50
			110-00-21553-000-000	12/30/11 WATER HRLY	1,351.35
			110-00-21553-000-000	12/30/11 CITY SAL	1,108.80
			110-00-21553-000-000	12/30/11 MUSEUM HRLY	323.40
			110-00-21553-000-000	12/30/11 WATER SAL	277.20
				..... CHECK TOTAL	5,948.25
111587	12/29	KENOSHA STARTER & ALTERNATOR	520-09-50201-347-000	12/11-TD PARTS/LABOR	348.48
111588	12/29	HOLIDAY INN EXPRESS & SUITES	110-02-52107-263-000	LODGING-PANELISTS	140.00
111589	12/29	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	12/30/11 DEDUCTION	83.00
111590	12/29	OFFICE PLUS OF LAKE COUNTY	761-09-50101-311-000	12/11-PRINTER/TONER	73.99
111591	12/29	PELION BENEFITS, INC.	110-00-21517-000-000	12/16-31/11 DEDUCTS	2,136.80
111592	12/29	AUTUMN SUPPLY	520-09-50201-387-000	12/11 TD PARTS AND M	333.60
111593	12/29	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	12/30/11 DEDUCTION	45.51
111594	12/29	NOSCO, INC	761-09-50101-311-000	BALANCE-BOXES	500.00
111595	12/29	CDW-G	110-01-51102-539-000	12/11 DP COMPUTER EQ	496.89
111596	12/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	12/30/11 DEDUCTION	419.00
			110-00-21581-000-000	12/30/11 DEDUCTION	283.00
				..... CHECK TOTAL	702.00
111597	12/29	MENARDS (KENOSHA)	520-09-50401-347-000	12/11-TD MERCHANDISE	284.99
			501-09-50106-361-000	12/11-SW MERCHANDISE	47.88
			520-09-50401-347-000	12/11-TD MERCHANDISE	44.94
			110-03-53109-389-000	12/11-ST MERCHANDISE	29.82
			110-05-55106-246-000	12/11-PA MERCHANDISE	26.89
			110-05-55106-246-000	12/11-PA MERCHANDISE	17.95
				..... CHECK TOTAL	452.47
111598	12/29	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	12/11 FD #5 EXTINGUI	54.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111599	12/29	WIS SCTF	110-00-21581-000-000	12/30/11 SAL DEDUCT	8,652.26
			110-00-21581-000-000	12/30/11 HRLY DEDCT	745.35
				..... CHECK TOTAL	9,397.61
111600	12/29	VILLAGE OF BRISTOL	521-09-50101-219-000	2011 RE TAX 184 AV	7.70
111601	12/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	12/30/11 DEDUCTION	278.00
111602	12/29	KENOSHA COUNTY TREASURER	110-00-21910-999-000	11/11-FEES COLLECTED	11,245.09
			110-00-21901-999-000	11/11-FEES COLLECTED	4,162.01
			110-00-21910-999-000	11/11-FEES COLLECTED	604.31
				..... CHECK TOTAL	16,011.41
111603	12/29	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	12/11 SE #2021 GLASS	75.00
111604	12/29	PROCESSWORKS INC.	110-00-21578-000-000	12/27/11 CHECK REG	5,276.75
111605	12/29	RIMKUS, JASON	761-09-50101-111-000	12/16-30/11 SERVICE	1,840.80
			761-00-21514-000-000	12/16-30/11 SERVICE	26.69CR
			761-00-21511-000-000	12/16-30/11 SERVICE	77.31CR
			761-00-21599-000-000	12/16-30/11 SERVICE	92.04CR
			761-00-21512-000-000	12/16-30/11 SERVICE	102.40CR
			761-00-21513-000-000	12/16-30/11 SERVICE	216.00CR
				..... CHECK TOTAL	1,326.36
111606	12/29	PIRO, RALPH	761-09-50101-111-000	12/16-31/11 SERVICE	872.31
			761-00-21514-000-000	12/16-31/11 SERVICE	12.65CR
			761-00-21599-000-000	12/16-31/11 SERVICE	25.00CR
			761-00-21511-000-000	12/16-31/11 SERVICE	36.64CR
			761-00-21512-000-000	12/16-31/11 SERVICE	37.30CR
			761-00-21513-000-000	12/16-31/11 SERVICE	74.00CR
				..... CHECK TOTAL	686.72
111607	12/29	BRUCE MUNICIPAL EQUIPMENT.	630-09-50101-393-000	12/11 PARTS/MATERIAL	427.36
			630-09-50101-393-000	12/11 PARTS RETURN	320.86CR
				..... CHECK TOTAL	106.50
111608	12/29	PIEPER ELECTRIC	520-09-50401-249-000	12/11 MAINTENANCE	1,897.00
111609	12/29	AIRGAS NORTH CENTRAL	206-02-52205-389-000	11/11 FD#5 OXYGEN CL	247.00
			632-09-50101-389-000	11/11 SE-INDSTL GAS	131.37
			110-02-52203-344-000	12/11 FD#4 OXYGEN CL	105.04
			206-02-52205-389-000	12/11 FD#4 OXYGEN CL	73.93
			206-02-52205-389-000	12/11 FD#3 OXYGEN CL	63.23
			206-02-52205-389-000	11/11 FD#4 OXYGEN CL	49.83
			520-09-50201-317-000	12/11 TD-INDSTL GAS	40.77
			206-02-52205-344-000	11/11 FD#4 OXYGEN CL	22.65
			206-02-52205-389-000	12/11 FD#7 OXYGEN CL	20.39
			206-02-52205-389-000	11/11 FD#5 OXYGEN CL	18.12

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			206-02-52205-389-000	11/11 FD#3 OXYGEN CL	18.12
			206-02-52205-344-000	11/11 FD#7 OXYGEN CL	18.12
			521-09-50101-344-000	11/11 AR-INDSTL GAS	13.59
				..... CHECK TOTAL	822.16
111610	12/29	MAERZKE CONSTRUCTION	110-00-21119-000-000	RAZE-6118 SHER RD	10,000.00
111611	12/29	CITIBANK (SOUTH DAKOTA) NA	110-00-21581-000-000	12/30/11 DEDUCTION	861.00
111612	12/29	HEUER LAW OFFICES, S.C.	110-00-21581-000-000	12/30/11 DEDUCTION	405.89
111613	12/29	IOD INCORPORATED	110-09-56405-161-000	12/16/11 W/C	62.80
111614	12/29	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	11/12/11 W/C	252.45
			110-09-56405-161-000	11/14/11 W/C	164.05
				..... CHECK TOTAL	416.50
111615	12/29	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	11/1-30/11 W/C	2,072.84
111616	12/29	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	11/11/11 W/C	445.20
			110-09-56405-161-000	11/9/11 W/C	445.20
			110-09-56405-161-000	11/8/11 W/C	445.20
			110-09-56405-161-000	11/4/11 W/C	69.96
				..... CHECK TOTAL	1,405.56
111617	12/29	HANSEN, SARAH	110-00-12103-000-000	2011 RE TAX OVERPAY	27.19
111618	12/29	HAWKINS, STEVEN R & ERICA	110-00-12103-000-000	2011 RE TAX OVERPAY	52.42
111619	12/29	HARRIS, AUGUSTUS & YOLANDA	110-00-12103-000-000	2011 RE TAX OVERPAY	95.76
111620	12/29	JOSEPH SCOTT HOMES	798-00-21943-000-000	ESCROW-TREES	450.00
111621	12/29	BERRY, JEREMIE	110-00-44709-000-000	BARTENDER LICENSE	50.00
111622	12/29	SWITZER, SHANE M	110-00-44709-000-000	BARTENDER LICENSE	50.00
111623	12/29	MANJARREZ, CARLOS	110-00-21905-000-000	ORIBILETTI 12/17/11	100.00
111624	12/29	PEREZ, EDGAR	110-00-12104-000-000	OVERPAY PP TAXES	6.54

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111625	12/29	TITLE SOURCE, INC	110-00-12103-000-000	2011 RE TAX OVERPAY	23.30
111626	12/29	WOJTAK, GEORGE	110-00-12103-000-000	2011 RE TAX OVERPAY	28.25
111627	12/29	WHITE, SANDRA L	110-00-12103-000-000	2011 RE TAX OVERPAY	29.83
111628	12/29	ALDRIDGE, CARMEL A	110-00-12103-000-000	2011 RE TAX OVERPAY	31.05
111629	12/29	CORNELL, BETTY J	110-00-12103-000-000	2011 RE TAX OVERPAY	41.72
111630	12/29	WINBERG, BARBARA A	110-00-12103-000-000	2011 RE TAX OVERPAY	131.32
111631	12/29	RONDEAU IRREVOCABLE	110-00-12103-000-000	2011 RE TAX OVERPAY	13.15
111632	12/29	SCHMITZ, MARGARET	110-00-12103-000-000	2011 RE TAX OVERPAY	45.08
111633	12/29	ROVIK, BETTE J	110-00-12103-000-000	2011 RE TAX OVERPAY	36.85
111634	12/29	BERNACCHI REVOCABLE TRUST	110-00-12103-000-000	2011 RE TAX OVERPAY	33.15
111635	12/29	SPIZZIRRI, CAROL L	110-00-12103-000-000	2011 RE TAX OVERPAY	32.11
111636	12/29	GAINES, LARRY	110-00-12103-000-000	2011 RE TAX OVERPAY	56.73
111637	12/29	LEISNER, SUSAN M	110-00-12103-000-000	2011 RE TAX OVERPAY	35.79
111638	12/29	MENGO, JANICE L	110-00-12103-000-000	2011 RE TAX OVERPAY	20.22
111639	12/29	POWELL, MARY	110-00-21109-000-000	OVERPAY-CAT LICENSE	5.00
111640	12/29	BINSFELD, JEROME	110-00-21109-000-000	OVERPAY-SECONDHAND	2.50
111641	12/29	NIFTY THRIFTY SHOP, LLC	110-00-21109-000-000	OVERPAY-SECONDHAND	2.50
111642	12/29	HAMMACK, JENNIFER	110-00-44709-000-000	BARTENDER LICENSE	50.00
111643	12/29	BARTON, KEVIN	520-09-50101-367-000	2011 UNIFORM ALLOW	21.99
111644	12/29	KRYSTOWIAK, PETER	110-01-50901-264-000	12/9/11-MILWAUKEE	55.00
			110-01-50901-261-000	12/9/11-MILWAUKEE	52.73
				..... CHECK TOTAL	107.73

START DATE FOR SUMMARY: 12/16 END DATE FOR SUMMARY: 12/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111645	12/29	THOMAS, WILLIAM	110-02-52203-341-000	12/12-13/11-HORTON	174.18
			110-02-52203-263-000	12/12-13/11-HORTON	50.00
			110-02-52203-261-000	12/12-13/11-HORTON	8.10
				..... CHECK TOTAL	232.28
111646	12/29	BOSMAN, KEITH	110-01-51301-263-000	12/9/11 LUNCH MTG	69.64
			110-01-51301-263-000	DEPT HEAD LUNCH MTG	56.19
				..... CHECK TOTAL	125.83
111647	12/29	PURTEE, MICHAEL	110-09-56405-166-000	12/02-1/02/12 PPD	1,308.67
GRAND TOTAL FOR PERIOD *****					3,598,911.84

**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: 01/20/12

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111648	1/06	NEW FLYER	520-09-50201-347-000	12/11-TD BUS PARTS	892.13
			520-09-50201-347-000	12/11-TD BUS PARTS	207.62
				..... CHECK TOTAL	1,099.75
111649	1/06	WE ENERGIES	110-03-53109-221-000	12/11 STREET LGHTNG	63,714.07
			110-05-55109-221-000	12/11 STREET LGHTNG	612.30
				..... CHECK TOTAL	64,326.37
111650	1/06	RNOW, INC.	630-09-50101-393-000	12/11-CE PARTS/MATER	102.86
			630-09-50101-393-000	12/11-CE PARTS/MATER	64.13
				..... CHECK TOTAL	166.99
111651	1/06	ICMA RETIREMENT TRUST	110-00-21572-000-000	12/16-31/11 CONTRIB	61,223.56
			110-00-21599-000-000	12/16-31/11 CONTRIB	4,955.00
				..... CHECK TOTAL	66,178.56
111652	1/06	CARDINAL HEALTH	206-02-52205-318-000	12/11 FD MEDICAL SUP	1,845.28
			206-02-52205-318-000	12/11 FD MEDICAL SUP	105.14
			206-02-52205-318-000	11/11 FD MEDICAL SUP	52.57
				..... CHECK TOTAL	2,002.99
111653	1/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	01/06/12 CITY HRLY	13,547.98
			110-00-21562-000-000	01/06/12 WATER HRLY	3,820.60
			110-00-21562-000-000	01/06/12 MUSEUM HRLY	115.00
				..... CHECK TOTAL	17,483.58
111654	1/06	LABOR PAPER, THE	110-01-50101-321-000	11/11 2ND READ ORDS	25.78
			110-01-50101-321-000	12/11 PRPSL 31-11	23.68
			110-01-50101-321-000	12/11 PUBLIC HRG	14.02
				..... CHECK TOTAL	63.48
111655	1/06	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	11/11 DRUGS	458.04
			110-02-52101-219-000	11/11 11-163767 LAB	49.60
			110-02-52101-219-000	11/11 11-169712 LAB	49.60
			110-02-52101-219-000	11/11 11-159733 LAB	49.60
			110-02-52101-219-000	11/11 11-154945 LAB	49.60
			110-02-52101-219-000	11/11 11-170779 LAB	49.60
			110-02-52101-219-000	11/11 11-170408 LAB	49.60
			110-02-52101-219-000	10/11 11-157953 LAB	49.60
			110-02-52101-219-000	10/11 11-150322 LAB	49.60
			110-02-52101-219-000	11/11 11-168237 LAB	49.60
				..... CHECK TOTAL	904.44

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111656	1/06	PALMEN BUICK	630-09-50101-393-000	11/11-SE#2389 PARTS/	685.24
111657	1/06	SHOPKO DEPT. STORE	501-09-50105-385-000	12/11-SW MERCHANDISE	19.96
111658	1/06	WILLKOMM INC., JERRY	630-09-50101-392-000	12/11-SE DIESEL FUEL	23,568.22
111659	1/06	WE ENERGIES	110-03-53109-221-000	#1 11/10-12/13	2,115.08
			110-03-53109-221-000	#1 11/14-12/14	1,503.52
			110-03-53109-221-000	#1 11/15-12/14	1,400.66
			110-03-53109-221-000	#1 11/08-12/11	995.59
			110-02-52203-221-000	#1 11/07-12/09	989.33
			110-03-53109-221-000	#1 11/07-12/08	975.43
			110-03-53109-221-000	#1 11/10-12/14	778.88
			110-02-52203-221-000	#1 11/08-12/11	682.69
			110-03-53109-221-000	#1 10/18-11/16	558.92
			110-05-55109-221-000	#1 11/13-12/14	418.23
			110-03-53103-221-000	#1 11/07-12/08	354.61
			110-03-53116-221-000	#1 11/13-12/14	315.75
			110-05-55109-221-000	#1 11/07-12/08	297.68
			110-02-52203-222-000	#1 11/07-12/08	216.44
			110-02-52203-222-000	#1 11/08-12/11	186.77
			110-05-55109-221-000	#1 11/10-12/13	175.61
			110-05-55102-221-000	#1 11/10-12/13	145.25
			110-05-55109-221-000	#1 11/09-12/12	132.25
			110-05-55109-222-000	#1 11/07-12/08	98.80
			110-05-55102-221-000	#1 11/09-12/12	84.59
			110-05-55109-221-000	#1 11/08-12/09	63.36
			110-05-55109-221-000	#1 11/06-12/07	60.11
			110-03-53109-221-000	#1 09/20-11/22	58.59
			632-09-50101-221-000	#1 11/13-12/14	41.27
			110-03-53109-221-000	#1 11/14-12/15	37.76
			519-09-50106-221-000	#1 11/07-12/08	30.81
			110-05-55109-221-000	#1 11/14-12/15	29.70
			110-05-55109-222-000	#1 11/09-12/12	9.55
			110-01-51802-222-000	#1 912 35TH-PEPSI	2.57CR
			110-05-55109-221-000	#1 07/18-12/15	31.78CR
				..... CHECK TOTAL	12,722.88
111660	1/06	WIS DEPT OF ADMINISTRATION	501-09-50101-322-000	2012 HWYS/STRUCTURE	137.20

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111661	1/06	UNITED STATES TREASURY	110-00-21581-000-000	01/06/12 DEDUCTION	100.00
111662	1/06	WEST GROUP	110-01-50301-322-000	11/11-LE SUBSCRIPTIO	697.75
			110-01-50301-322-000	11/11-LE SUBSCRIPTIO	122.00
				..... CHECK TOTAL	819.75
111663	1/06	REAL ESTATE RESEARCH CORP	110-01-50901-322-000	RERC ONLINE RENEWAL	395.00
111664	1/06	BENDER & COMPANY, MATTHEW	110-01-50301-322-000	09/11 LE SUBSCRIPTIO	1,561.37
			110-01-50301-322-000	12/11 LE SUBSCRIPTIO	292.44
				..... CHECK TOTAL	1,853.81
111665	1/06	BROOKS TRACTOR, INC.	521-00-21114-000-000	12/11 LOADER RENT	2,820.00
111666	1/06	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	10/11 TD-TIRE LEASE	4,393.31
			520-09-50106-346-000	11/11 TD-TIRE LEASE	4,253.69
				..... CHECK TOTAL	8,647.00
111667	1/06	DELL CATALOG SALES	520-00-21114-000-000	12/11 WORK STATION	1,462.24
111668	1/06	CHASE BANK KENOSHA	110-00-21513-000-000	01/06/12 HRLY DEDCT	24,349.41
			110-00-21612-000-000	01/06/12 HRLY DEDCT	11,686.83
			110-00-21511-000-000	01/06/12 HRLY DEDCT	7,916.84
			110-00-21614-000-000	01/06/12 HRLY DEDCT	2,776.29
			110-00-21514-000-000	01/06/12 HRLY DEDCT	2,776.07
				..... CHECK TOTAL	49,505.44
111669	1/06	SWARTZ NURSERY & GARDEN SHOP	407-11-51001-353-000	11/11 TREE PLANTING	570.00
111670	1/06	UTILITY SALES & SERVICE	110-00-21114-000-000	FLT#2168 REPAIRS	7,495.00
111671	1/06	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	10/11 BILLING FEE	14,484.58
			206-02-52205-219-000	08/11 BILLING FEE	12,240.70
			206-02-52205-219-000	11/11 BILLING FEE	12,037.41
			206-02-52205-219-000	09/11 BILLING FEE	11,964.87
			206-02-52205-219-000	11/11 CERT. COMM.	1,775.67
			206-02-52205-219-000	10/11 CERT. COMM.	1,261.47
			206-02-52205-219-000	09/11 CERT. COMM.	1,042.50
			206-02-52205-219-000	08/11 CERT. COMM.	543.29
			110-00-46209-999-000	09/11 SERVICES	335.16
			110-00-46209-999-000	11/11 SERVICES	318.64
			110-00-46209-999-000	08/11 SERVICES	274.69
			110-00-46209-999-000	10/11 SERVICES	208.84
				..... CHECK TOTAL	56,487.82

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111672	1/06	NAPA AUTO PARTS CO.	630-09-50101-393-000	11/11-CE PARTS/FILTE	2,045.63
			110-02-52203-344-000	11/11-FD PARTS/FILTE	441.52
			206-02-52205-344-000	11/11-FD PARTS/FILTE	225.35
			520-09-50201-347-000	11/11-TD PARTS/FILTE	221.10
			524-05-50101-344-000	11/11-GO PARTS/FILTE	122.85
			110-05-55109-344-000	11/11-PA PARTS/FILTE	106.06
			110-03-53113-389-000	11/11-ST PARTS/FILTE	50.29
			520-09-50201-317-000	11/11-TD PARTS/FILTE	34.89
			110-03-53103-389-000	11/11-ST PARTS/FILTE	26.00
			110-01-51301-341-000	11/11-AD PARTS/FILTE	23.94
			632-09-50101-389-000	11/11-SE PARTS/FILTE	17.24
			110-03-53116-361-000	11/11-WA PARTS/FILTE	4.80
			521-09-50101-344-000	11/11-AR CREDIT PART	70.79CR
				..... CHECK TOTAL	3,248.88
111673	1/06	AECOM TECHNICAL SERVICES INC	493-11-50104-219-000	10/29-11/25 PHS II	10,395.53
			495-11-50105-219-000	10/29-11/25 PHS II	8,858.69
			495-11-50104-219-000	10/29-11/25 PHS II	6,237.32
			493-11-50108-219-000	10/29-11/25 PHS II	6,103.03
			493-11-50110-219-000	10/29-11/25 PHS II	4,363.23
			495-11-50103-219-000	10/29-11/25 PHS II	3,661.82
			493-11-50105-219-000	10/29-11/25 PHII ESA	1,409.12
			495-11-50102-219-000	10/29-11/25 PH II ES	420.91
				..... CHECK TOTAL	41,449.65
111674	1/06	MANDLIK & RHODES INFORMATION	501-00-21114-000-000	12/11 COUPON REDMPTN	173.41
111675	1/06	AECOM TECHNICAL SERVICES INC	493-11-50107-219-000	10/29-11/25 PHII ESA	2,677.05
111676	1/06	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	11/11 CT-COPY OVERS	654.53
			110-00-21114-000-000	12/11 PD-COPIER SRVC	197.79
			501-09-50101-232-000	11/11 PW-COPY OVERS	122.66
			110-00-21114-000-000	12/11 DH-COPIER MNT	81.23
			110-00-21114-000-000	12/11 AD-COPIER SRVC	72.99
			110-00-21114-000-000	12/11 PE-COPIER SRVC	72.99
			110-00-21114-000-000	12/11 PW-COPIER MNT	66.76
			631-00-21114-000-000	12/11 PW-COPIER MNT	66.73
			501-00-21114-000-000	12/11 PW-COPIER MNT	66.21
			631-09-50101-232-000	11/11 PW-COPY OVERS	61.38
			110-03-53101-232-000	11/11 PW-COPY OVERS	61.38
			521-00-21114-000-000	12/11 AR-COPIER SRVC	41.20
			520-00-21114-000-000	12/11 TD-COPIER MNT	37.79
			110-00-21114-000-000	12/11 MC-COPIER MNT	36.50
			110-00-21114-000-000	12/11 LE-COPIER MNT	32.73
			110-00-21114-000-000	12/11 ST-COPIER SRVC	15.27
			501-00-21114-000-000	12/11 ST-COPIER SRVC	15.25
			520-00-21114-000-000	11/11 TD-COPY OVERS	10.53
			110-01-50301-232-000	12/11 LE-COPIER MNT	3.77
			 CHECK TOTAL	1,717.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111677	1/06	SAM'S CLUB	524-05-50101-397-000	12/11 MERCHANDISE	15.99
111678	1/06	LEE PLUMBING, INC.	632-09-50101-241-000	11/11 SE HVAC, PLUMB	706.80
			632-09-50101-241-000	11/11 SE HVAC, PLUMB	680.52
			110-05-55109-241-000	11/11 PA HVAC, PLUMB	176.00
				..... CHECK TOTAL	1,563.32
111679	1/06	HUMANA CLAIMS	611-09-50101-155-527	12/30/11 MED CLAIMS	152,590.21
			611-09-50101-155-527	12/29/11 MED CLAIMS	59,133.49
			611-09-50101-155-527	12/30/11 PHARMACY	6,883.71
			611-09-50101-155-527	12/29/11 PHARMACY	3,633.54
				..... CHECK TOTAL	222,240.95
111680	1/06	PIONEER COMMERCIAL CLEANING	110-00-21114-000-000	12/11-JANITORIAL	3,430.00
			110-00-21114-000-000	12/11-JANITORIAL	125.00
			110-01-51801-243-000	12/11-JANITORIAL	10.00
				..... CHECK TOTAL	3,565.00
111681	1/06	SCHREIBER ANDERSON ASSOC.	713-00-21952-000-000	11/11 BIKE PATH	341.10
111682	1/06	US CELLULAR	110-03-53103-226-000	12/11 ST-CELL SERVC	116.75
			110-00-21114-000-000	12/11 ST-CELL SERVC	19.29
			205-00-21114-000-000	12/11 ST-CELL SERVC	7.67
			520-00-21114-000-000	12/11 TD-CELL SERVC	3.00
			520-00-21114-000-000	12/11 TD-CELL AIRTM	.74
				..... CHECK TOTAL	147.45
111683	1/06	WASTE MANAGEMENT OF WI	110-00-21114-000-000	12/11 1036.64 TONS	22,806.08
			110-00-21114-000-000	12/11 WDNR TONNAGE	13,476.32
			501-00-21114-000-000	12/11 523.14 TONS	11,509.08
			501-00-21114-000-000	12/11 WDNR TONNAGE	6,800.82
			110-00-21114-000-000	12/11 108.01 TONS	2,385.68
			110-00-21114-000-000	12/11 14 PULLS	2,212.00
			110-03-53117-253-416	12/11 FUEL SURCHG	1,666.26
			110-00-21114-000-000	12/11 WDNR TONNAGE	1,454.13
			501-09-50104-253-000	12/11 FUEL SURCHG	840.69
			110-03-53117-253-417	12/11 FUEL SURCHARGE	337.88
			110-03-53117-253-416	12/11 ENVIRO SURCHG	318.00
			501-00-21114-000-000	12/11 ENVIRO SURCHG	138.00
			110-03-53117-253-417	12/11 ENVIRO SURCHG	84.00
			 CHECK TOTAL	64,028.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111684	1/06	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	01/06/12 DEDUCTION	34.52
111685	1/06	ARTHUR J GALLAGHER & CO, INS	521-09-50101-275-000 110-00-14401-000-000	AIRPORT POLICY RNWL HOUSING RNWL-BOND CHECK TOTAL	8,500.00 490.00 8,990.00
111686	1/06	STERICYCLE, INC	611-09-50101-155-504	CUST 2058093	90.95
111687	1/06	CRIVELLO-CARLSON	110-09-56405-212-000	8/17/11-11/21/11 W/C	828.72
111688	1/06	REGISTER OF DEEDS	409-11-51004-589-000	3822 25 ST-REC FEE	30.00
111689	1/06	MIDWEST ENGINEERING SERVICES	409-11-51111-589-000	10/11-GEOTECHNICAL S	2,745.00
111690	1/06	LENCI'S DELI	205-00-46399-999-000	6-12/11 ADMIN FEE	230.48
111691	1/06	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	01/06/12 HRLY DEDCT	101.58
111692	1/06	UW-STEVENS POINT	501-09-50103-264-000	B ZUNKER-SURVEYOR	240.00
111693	1/06	MCI SERVICE PARTS INC.	520-09-50201-347-000	12/11-GMC COACH PART	140.20
111694	1/06	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	12/11-BUS PARTS	1,856.49
111695	1/06	O'CONNOR, DUMEZ,	110-09-56402-219-000	12/11 TATRO	84.00
111696	1/06	MENARDS (KENOSHA)	110-05-55108-248-000 110-03-53110-389-000 110-05-55108-248-000 110-05-55109-249-000 110-05-55109-389-000 501-09-50105-357-000 110-05-55108-248-000 110-01-51801-389-000 521-09-50101-344-000 521-09-50101-246-000 110-05-55113-341-000	11/11 PA MERCHANDISE 12/11 ST MERCHANDISE 11/11 PA MERCHANDISE 12/11 PA GRAFFITI 11/11 PA MERCHANDISE 12/11 ST MERCHANDISE 11/11 PA MERCHANDISE 12/11 MB MERCHANDISE 12/11 AR MERCHANDISE 12/11 AR MERCHANDISE 11/11 PA MERCHANDISE CHECK TOTAL	107.96 99.38 80.97 73.97 73.46 37.56 19.99 14.98 9.54 8.96 3.98 530.75
111697	1/06	SHERWIN INDUSTRIES	521-00-21114-000-000 521-09-50101-344-000	BRAKE RECALIB BRAKE RECALIB CHECK TOTAL	245.00 201.16 446.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111698	1/06	DAVIES & CO, INC, D W	520-00-21114-000-000	BUS SOAP	752.40
			520-09-50201-347-000	BUS SOAP	37.50
				..... CHECK TOTAL	789.90
111699	1/06	WIS SCTF	110-00-21581-000-000	01/06/12 HRLY DEDCT	743.22
111700	1/06	VILLAGE OF BRISTOL	110-05-55109-219-000	2011 TAX-13525 60 ST	7.70
111701	1/06	PREVOST CAR (US) INC	520-09-50201-347-000	12/11-TD BUS PARTS	206.60
111702	1/06	LASER NET INC	110-01-51201-311-000	12/11 TAX EPS	1,575.00
111703	1/06	GRAINGER	206-02-52205-344-000	12/11-FD PARTS/MATER	213.28
			110-01-51801-389-000	12/11-MB PARTS/MATER	26.06
				..... CHECK TOTAL	239.34
111704	1/06	EZ PACK N SHIP ETC, INC	110-01-51306-312-000	11/11-UPS SERVICES	219.50
			520-09-50301-311-000	11/11-UPS SERVICES	31.71
			520-09-50106-311-000	11/11-UPS SERVICES	17.60
				..... CHECK TOTAL	268.81
111705	1/06	SOUTHPORT PLAZA	520-09-50202-249-000	2012 COMM AREA MAINT	2,319.38
111706	1/06	GATEWAY TECH COLLEGE	110-00-21114-000-000	MAYDAY TUITION-12/8	1,227.52
			110-02-52107-264-000	9/26-29/11 OFFICERS	1,051.68
			245-09-50101-264-000	9/13-15 OFFICERS	779.09
			110-02-52107-264-000	10/10-13 OFFICERS	751.20
			110-02-52107-264-000	9/15/11 OFFICERS	197.47
			110-02-52107-264-000	10/03-07/11 OFFICER	132.63
	..... CHECK TOTAL	4,139.59			
111707	1/06	OCWEN LOAN SERVICES	110-00-21106-000-000	2011 TAX-4826 18 AVE	435.40
111708	1/06	GILLIG CORPORATION	520-09-50201-347-000	MISC BUS PARTS	2,977.05
111709	1/06	KIMBALL MIDWEST	630-09-50101-393-000	12/11-FASTENERS	99.88
			630-00-21114-000-000	11/11-FASTENERS	99.88
			630-09-50101-389-000	12/11-FASTENERS	40.89
			630-09-50101-393-000	11/11-FASTENERS	8.06
 CHECK TOTAL	248.71			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111710	1/06	PROCESSWORKS INC.	110-00-21578-000-000	1/03/12 CHECK REG	10,423.11
111711	1/06	SESAC	222-09-50101-219-000	2012 LICENSE FEE	1,011.00
111712	1/06	IAFF/NATIONWIDE	110-00-21574-000-000	12/16-31/11 CONTRIB	18,819.00
111713	1/06	LOU PERRINE'S	205-00-46399-999-000	6-12/11 ADMIN FEE	1,480.85
111714	1/06	RED THE UNIFORM TAILOR	110-02-52103-367-000	12/11 POLICE UNIFORM	1,106.25
			110-00-21114-000-000	10/11 FD UNIFORMS	292.50
			110-02-52103-367-000	12/11 POLICE UNIFORM	184.50
			110-02-52103-367-000	11/11 POLICE UNIFORM	131.90
			110-02-52103-367-000	12/11 POLICE UNIFORM	127.20
			110-02-52103-367-000	12/11 POLICE UNIFORM	89.50
			110-02-52103-367-000	12/11 POLICE UNIFORM	85.00
			110-02-52103-367-000	12/11 POLICE UNIFORM	10.95
			110-02-52103-367-000	12/11 POLICE UNIFORM	10.00
				..... CHECK TOTAL	2,037.80
111715	1/06	HSA BANK	761-09-50101-155-000	2012 KCM CONTRIB	1,000.00
111716	1/06	TENUTA'S PIZZA & PASTA	110-01-50605-263-000	MAYOR'S YOUTH-RECPTN	557.28
111717	1/06	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	12/16-31/11 CONTRIB	7,737.23
111718	1/06	CLARK DIETZ, INC	409-11-50903-219-000	10/28-11/25 CONSTR M	227.50
111719	1/06	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	1/26/10 W/C	54.80
111720	1/06	GENEX SERVICES INC	110-09-56405-161-000	12/15-21/11 W/C	487.19
111721	1/06	SHEFFIELD PHARMACY	110-09-56405-161-000	11/14/11 W/C	393.68
111722	1/06	ROBINSON, DAVID L	110-00-21106-000-000	2011 RE TAX OVERPAY	39.91
111723	1/06	SENTRY INSURANCE	110-00-13115-000-000	5/6/10 W NUERNBERG	500.00
111724	1/06	ROBERG, JEFFREY L AND	110-00-21106-000-000	2011 RE TAX OVERPAY	56.00
111725	1/06	SCHMALING COURT REPORTING	110-09-56402-219-000	LEHMAN 3/08/09	122.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111726	1/06	GREAT LAKES CREDIT UNION	110-00-21106-000-000	2011 TAX-8534 20 AV	165.26
111727	1/06	KOZLOWSKI, JON L	110-00-21106-000-000	2011 TAX-7700 35 AV	33.39
111728	1/06	MOE, PEGGY M	110-00-21106-000-000	2011 RE TAX OVERPAY	115.28
111729	1/06	KIERAN, CHARMON	110-00-21106-000-000	2011 RE TAX OVERPAY	25.57
111730	1/06	MOLINARO, DAVID M & SANDRA A	110-00-21106-000-000	2011 RE TAX OVERPAY	40.66
111731	1/06	HOFFMAN, DIANE L	110-00-21106-000-000	2011 RE TAX OVERPAY	35.11
111732	1/06	MAKI, MICHAEL J	110-00-21106-000-000	2011 RE TAX OVERPAY	32.44
111733	1/06	SPARKS, WILLIAM T	110-00-21106-000-000	2011 RE TAX OVERPAY	34.66
111734	1/06	WATRING, KELLY J.	110-00-21106-000-000	2011 RE TAX OVERPAY	27.77
111735	1/06	HADLEY, JUANITA	110-00-21106-000-000	2011 RE TAX OVERPAY	357.87
111736	1/06	FRANCO, ANTONIA	110-00-21106-000-000	2011 RE TAX OVERPAY	23.83
111737	1/06	VALUAMERICA	110-00-21106-000-000	RE TAX-6113 114 AVE	950.74
111738	1/06	SPADAFORE, ROBERT & TRICIA	110-00-21106-000-000	2011 RE TAX OVERPAY	668.01
111739	1/06	NATIONAL TITLE NETWORK	110-00-21106-000-000	2011 TAX-9312 67 ST	47.30
111740	1/06	DEBISH, MARK A	110-00-21106-000-000	2011 RE TAX OVERPAY	40.27
111741	1/06	OMER, JOSETTE M	110-00-21106-000-000	2011 RE TAX OVERPAY	35.29
111742	1/06	VILLARUZ, LEOPOLDO & GEMMA	110-00-21106-000-000	2011 RE TAX OVERPAY	47.27
111743	1/06	SCHAEFER, SUSAN K	110-00-21106-000-000	2011 RE TAX OVERPAY	30.42
111744	1/06	MADOLE, THOMAS D	110-00-21106-000-000	2011 RE TAX OVERPAY	28.74
111745	1/06	YOUNG, ANDRE L AND	110-00-21106-000-000	2011 RE TAX OVERPAY	55.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111746	1/06	DIAMANTE, KIMBERLY R	110-00-21106-000-000	2011 RE TAX OVERPAY	353.17
111747	1/06	CLAYBROOK, VIRGIA L	110-00-21106-000-000	2011 RE TAX OVERPAY	31.48
111748	1/06	DUFORD, CHARLES & MELINDA	110-00-21106-000-000	2011 RE TAX OVERPAY	41.68
111749	1/06	KELLY, DONNA	110-00-21106-000-000	2011 RE TAX OVERPAY	37.65
111750	1/06	SCHLICK, ERIK	110-00-21106-000-000	2011 RE TAX OVERPAY	51.10
111751	1/06	MALONEY, PAMELA R	110-00-21106-000-000	2011 RE TAX OVERPAY	30.90
111752	1/06	LUNA, HUGO & BERTHA	110-00-21106-000-000	2011 RE TAX OVERPAY	1,462.39
111753	1/06	WALENTOWSKI, RANDY & RAMONA	110-00-21106-000-000	2011 RE TAX OVERPAY	457.11
111754	1/06	WRIGHT, CHARLES & DOREEN	110-00-21106-000-000	2011 RE TAX OVERPAY	765.08
111755	1/06	BOOKS, LORI J	110-00-21106-000-000	2011 RE TAX OVERPAY	29.81
111756	1/06	BROWN, KRISTIN M	110-00-21106-000-000	2011 TAX 5016 20 AV	27.10
111757	1/06	DELANEY, CHRISTINA M	110-00-21106-000-000	2011 TAX 5614 43 AV	30.09
111758	1/06	FREEHOFF, ROGER E	110-00-21106-000-000	2011 RE TAX OVERPAY	34.07
111759	1/06	GEMBER, EDWARD & NANCY	110-00-21106-000-000	2011 RE TAX OVERPAY	182.78
111760	1/06	SIKORA, VIRGINIA M	110-00-21106-000-000	2011 RE TAX OVERPAY	25.20
111761	1/06	DEMARCO, SCOTT A	110-00-21106-000-000	2011 RE TAX OVERPAY	33.51
111762	1/06	HEFNER, BRIAN & MARGARET	110-00-21106-000-000	2011 RE TAX OVERPAY	218.40
111763	1/06	DELANCEY, BRIAN	110-00-21106-000-000	2011 RE TAX OVERPAY	34.98
111764	1/06	NUDO, ANTHONY	110-00-21106-000-000	2011 RE TAX OVERPAY	750.34
111765	1/06	NUDO, ANTHONY & KARYN	110-00-21106-000-000	2011 RE TAX OVERPAY	34.82

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111766	1/06	WIRTZ, LUCAS & DANA	110-00-21106-000-000	2011 RE TAX OVERPAY	30.11
111767	1/06	MARTINEZ, MAXINE M	110-00-21106-000-000	2011 TAX 416 73 ST	50.46
111768	1/06	LEWANDOWSKI, WILLIAM AND	110-00-21106-000-000	2011 RE TAX OVERPAY	186.30
111769	1/06	SYED SONS II KENOSHA, INC	110-00-21106-000-000	2011 PP TAX OVERPAY	2,347.16
111770	1/06	NEI GLOAL RELOCATION	110-00-21106-000-000	2011 TAX 6019 111 AV	55.03
111771	1/06	LIBERTY TITLE, CHASE BANK	110-00-21106-000-000	2011 TAX 5020 21 AV	32.74
111772	1/06	BLAINE, TRISHA	110-00-21905-000-000	BEACH HOUSE-12/18/11	300.00
111773	1/06	CHRISTIANA, AMISTAD	110-00-21905-000-000	ORIBILETTI-12/24/11	100.00
111774	1/06	BELL, DOUGLAS	110-00-21106-000-000	2011 TAX-4224 29 AVE	30.15
111775	1/06	RYAN, JENNIFER	206-00-13107-000-000	1/12/11 TRANSPORT	705.00
111776	1/06	LEA, SHIRLEY	206-00-13107-000-000	8/15/11 TRANSPORT	16.34
111777	1/06	WYNN, CELESTE	206-00-13107-000-000	2/07/11 TRANSPORT	20.14
111778	1/06	KUNTZ, PATRICIA	206-00-13107-000-000	9/21/11 TRANSPORT	84.88
111779	1/06	WOOD, SHIRLEY	206-00-13107-000-000	9/23/11 TRANSPORT	85.15
111780	1/06	ANTHEM SMART VALUE	206-00-13107-000-000	4/3/11 M ERICSON	447.64
111781	1/06	LENCI, MAURO	632-09-50101-261-000	11-12/11 519.2 MILES	288.16
111782	1/06	LABAHN, JEFFREY B.	110-01-51701-261-000	10/26-11/30 190.5	105.73
111783	1/06	GELICHE, TONY	110-01-51701-261-000	9-12/11 115 MILES	63.83
111784	1/06	DAHL, LANCE	110-01-51303-144-000	FALL 2011 TUITION	432.00
111785	1/06	WASHINGTON, AL	110-01-50901-261-000	12/1 242 MILES	134.31

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111786	1/06	MCNEELY, RYAN	110-01-51303-144-000	FALL 2011 TUITION	794.94
111787	1/06	CRUEY, EDWARD	110-01-50901-261-000	12/11 257 MILES	142.64
111788	1/06	WHITE, ROBERT	520-09-50101-367-000	2011 UNIFORM ALLOW	34.75
111789	1/06	PETERSON, JULIE	110-09-56405-166-000	12/18-12/31 PENALTY	244.50
111790	1/06	NIEBUHR, JUSTIN M	110-02-52107-263-000	12/5-9/11 WEST ALLIS	40.00
111791	1/06	HANCOCK, AUSTIN G	110-02-52107-263-000	12/5-9/11-WEST ALLIS	40.00
111792	1/06	FRANKLIN, TOMMAR N	110-02-52107-263-000	12/5-9/11 WEST ALLIS	40.00
111793	1/06	STICH, AARON A	110-02-52107-263-000	12/5-9/11 WEST ALLIS	40.00
111794	1/11	BINDELLI BROTHERS, INC	110-09-56501-259-569	12/11 2013 61ST ST	80.00
111795	1/11	ACCUTEMP MECHANICAL INC	633-00-21114-000-000	HVAC MAINTENANCE	620.00
111796	1/11	KENOSHA COUNTY	399-12-50111-821-000	RES APPROVED BY CC	245,312.55
			399-12-50111-811-000	RES APPROVED BY CC	84,415.00
				..... CHECK TOTAL	329,727.55
111797	1/11	WE ENERGIES	110-03-53109-221-000	#2 11/21-12/22	3,208.34
			110-03-53109-221-000	#2 11/20-12/21	2,210.54
			110-03-53109-221-000	#2 11/17-12/20	2,209.94
			110-03-53109-221-000	#2 11/16-12/19	1,763.56
			110-05-55109-222-000	#2 11/22-12/26	1,644.63
			110-03-53109-221-000	#2 11/15-12/18	1,360.72
			110-02-52203-221-000	#2 11/21-12/22	1,277.78
			632-09-50101-221-000	#2 10/24-11/22	1,230.09
			110-03-53103-221-000	#2 10/24-11/22	1,223.83
			110-03-53116-221-000	#2 11/16-12/19	1,146.91
			110-03-53109-221-000	#2 11/17-12/19	927.49
			110-05-55109-221-000	#2 11/15-12/18	769.37
			110-03-53109-221-000	#2 11/22-12/23	742.65
			110-05-55106-222-000	#2 11/17-12/21	716.87
			110-05-55111-221-000	#2 11/16-12/19	697.75
			522-05-50102-221-000	#2 11/15-12/18	547.37
			110-05-55109-221-000	#2 11/16-12/19	519.19
			110-03-53109-221-000	#2 11/17-12/22	381.29
			110-03-53103-221-000	#2 11/21-12/22	245.84
			110-05-55109-221-000	#2 11/20-12/21	229.15
			110-03-53117-221-000	#2 11/16-12/19	175.20
			110-05-55111-222-000	#2 11/17-12/20	144.27
			110-05-55109-222-000	#2 11/15-12/18	75.68
			519-09-50103-221-000	#2 11/21-12/22	73.94
			110-05-55109-221-000	#2 11/17-12/20	56.69

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			110-05-55109-222-000	#2 11/21-12/22	25.53
			522-05-50102-222-000	#2 11/15-12/18	15.65
			110-05-55109-221-000	#2 11/21-12/22	10.23
			633-09-50101-221-000	#2 11/20-12/21	.36CR
				..... CHECK TOTAL	23,630.14
111798	1/11	BATTERIES PLUS LLC	630-00-21114-000-000	BATTERIES	1,003.17
			630-00-21114-000-000	CREDIT	239.97CR
				..... CHECK TOTAL	763.20
111799	1/11	AT&T	110-02-52203-225-000	12/22-1/21 REPEATER	199.72
111800	1/11	MEDICAL COLLEGE OF WISCONSIN	206-00-21114-000-000	12/11 MED DIRECTOR	5,175.00
111801	1/11	CHASE BANK KENOSHA	761-00-21513-000-000	12/11-KCM DEDUCTS	580.00
			761-09-50101-158-000	12/11-KCM DEDUCTS	336.43
			761-00-21511-000-000	12/11-KCM DEDUCTS	227.90
			761-09-50101-158-000	12/11-KCM DEDUCTS	78.68
			761-00-21514-000-000	12/11-KCM DEDUCTS	78.68
				..... CHECK TOTAL	1,301.69
111802	1/11	THREE T'S TRUCKING INC	409-11-51116-589-000	HAUL MAT'L TO PETZKE	5,362.25
111803	1/11	OFFICEMAX	110-01-50301-311-000	12/11-LE#2003 OFFICE	514.44
			110-01-51101-311-000	12/11-FN#2005 OFFICE	357.71
			110-02-52601-311-000	12/11-DH#2004 OFFICE	243.66
			110-01-51201-311-000	12/11-CT#2008 OFFICE	192.28
			110-01-51303-311-000	12/11-HR#2002 OFFICE	94.22
			110-03-53116-311-000	12/11-WA#2006 OFFICE	91.68
			520-09-50106-311-000	12/11-TD#2007 OFFICE	55.32
			110-01-51301-311-000	12/11-AD#2009 OFFICE	29.44
			110-01-51306-311-000	12/11-CT#2008 OFFICE	6.89
				..... CHECK TOTAL	1,585.64
111804	1/11	PAT'S SERVICES, INC.	110-05-55109-219-000	12/11 FISH CLN-PUMP	295.00
111805	1/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	12/11 SW TOOLS AND S	247.04
			110-03-53103-361-000	12/11 ST TOOLS AND S	161.96
			501-09-50105-385-000	12/11 SW TOOLS AND	99.00
			110-03-53109-361-000	12/11 ST TOOLS AND S	99.00
			 CHECK TOTAL	607.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111806	1/11	MISNER, RAYMOND	110-01-50101-265-000	01/12 REIMBURSE	130.00
111807	1/11	AT CONFERENCE	110-01-51801-225-000	12/11 CONF CALLS	36.83
111808	1/11	CONCRETE SPECIALTIES CO.	501-00-21114-000-000	RISER	150.00
111809	1/11	5 ALARM FIRE & SAFETY EQUIP.	206-00-21114-000-000	CIRCUIT BOARD	2,096.62
111810	1/11	LIBERTY TIRE RECYCLING SVCS	205-00-21114-000-000	TIRE RECYCLING	1,892.75
111811	1/11	NUDO, ANTHONY	110-01-50101-265-000	01/12 REIMBURSE	130.00
111812	1/11	HUMANA CLAIMS	611-09-50101-155-527	01/06/12 MED CLAIMS	150,464.19
			611-09-50101-155-527	01/03/12 MED CLAIMS	130,169.58
			611-09-50101-155-527	01/10/12 MED CLAIMS	109,535.47
			611-09-50101-155-527	01/03/12 PHARMACY	43,224.36
			611-09-50101-155-527	01/04/12 MED CLAIMS	24,485.88
			611-09-50101-155-527	01/06/12 PHARMACY	23,617.59
			611-09-50101-155-527	01/09/12 PHARMACY	17,045.71
			611-09-50101-155-527	01/09/12 MED CLAIMS	11,714.31
			611-09-50101-155-527	01/05/12 MED CLAIMS	8,586.40
			611-09-50101-155-527	01/05/12 PHARMACY	1,688.41
			611-09-50101-155-527	01/10/12 PHARMACY	1,012.05
			611-09-50101-155-527	01/04/12 PHARMACY	603.65
				..... CHECK TOTAL	522,147.60
111813	1/11	PAUL CONWAY SHIELDS	110-00-21114-000-000	ASME CYLINDER	12,780.97
111814	1/11	FRONTIER	110-02-52203-225-000	12/11-1/21 FIRE	41.51
111815	1/11	US CELLULAR	110-00-21114-000-000	12/11 DH-CELL SERVC	134.55
111816	1/11	REGISTER OF DEEDS	110-09-56501-259-000	RAZE ORDER 2415 48TH	30.00
111817	1/11	BUCK, WAYDE	521-09-50101-263-000	11-12/11 PETTY CASH	111.22
111818	1/11	BOGDALA, DAVID	110-01-50101-265-000	01/12 REIMBURSE	130.00
111819	1/11	GREEN, LAWRENCE	110-01-50101-265-000	01/12 REIMBURSE	130.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111820	1/11	HAUGAARD, ERIC	110-01-50101-265-000	01/12 REIMBURSE	130.00
111821	1/11	JULIANA, PATRICK	110-01-50101-265-000	01/12 REIMBURSE	130.00
111822	1/11	KENNEDY, ANTHONY	110-01-50101-265-000	01/12 REIMBURSE	130.00
111823	1/11	LAMACCHIA, ROCCO	110-01-50101-265-000	01/12 REIMBURSE	130.00
111824	1/11	MICHALSKI, JAN	110-01-50101-265-000	01/12 REIMBURSE	88.00
111825	1/11	OHNSTAD, TOD	110-01-50101-265-000	01/12 REIMBURSE	130.00
111826	1/11	ORTH, MICHAEL	110-01-50101-265-000	01/12 REIMBURSE	130.00
111827	1/11	PROZANSKI, DANIEL	110-01-50101-265-000	01/12 REIMBURSE	130.00
111828	1/11	RUFFOLO, G JOHN	110-01-50101-265-000	01/12 REIMBURSE	130.00
111829	1/11	CRICKET COMMUNICATIONS	110-02-52102-219-000	CALL HIST 11-174761	64.00
			110-02-52102-219-000	CALL HIST 22-038088	64.00
				..... CHECK TOTAL	128.00
111830	1/11	WIS DEPT OF REVENUE	761-00-21512-000-000	12/11 KCM DEDUCTS	279.40
111831	1/11	JOHNSON BANK	110-00-21532-000-000	01/06/12 CITY HRLY	440.39
			110-00-21532-000-000	01/06/12 MUSEUM HRLY	429.62
				..... CHECK TOTAL	870.01
111832	1/11	OSI ENVIRONMENTAL INC	110-03-53117-253-000	12/11 WA REMOVAL SER	468.75
111833	1/11	CDW-G	206-00-21114-000-000	INTUIT QUICKEN 2012	83.02
111834	1/11	MENARDS (KENOSHA)	110-03-53103-361-000	12/11-ST MERCHANDISE	247.46
			110-05-55109-249-000	12/11-PA MERCHANDISE	88.32
			110-01-51801-389-000	12/11-MB MERCHANDISE	76.73
			205-03-53119-357-000	12/11-ST MERCHANDISE	74.90
			110-03-53103-389-000	12/11-ST MERCHANDISE	58.30
			501-09-50105-357-000	12/11-SW MERCHANDISE	31.98
			110-03-53109-389-000	12/11-ST MERCHANDISE	27.94
			110-03-53110-389-000	12/11-ST MERCHANDISE	26.43
			110-03-53110-361-000	12/11-ST MERCHANDISE	23.56
			205-03-53119-357-000	12/11-ST MERCHANDISE	19.96
			110-03-53109-389-000	12/11-ST MERCHANDISE	18.77
			110-03-53110-389-000	12/11-ST MERCHANDISE	9.96
			110-03-53109-389-000	12/11-ST MERCHANDISE	3.34
			 CHECK TOTAL	707.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111835	1/11	EWALD CHEVROLET/BUICK/GEO	422-11-51105-561-000	2012 CHEV IMPALA	18,256.50
			422-11-51105-561-000	2012 CHEV IMPALA	18,256.50
			422-11-51105-561-000	2012 CHEV IMPALA	18,256.50
			422-11-51105-561-000	2012 CHEV IMPALA	18,256.50
			422-11-51105-561-000	2012 CHEV IMPALA	18,256.50
			422-11-51105-561-000	2012 CHEV IMPALA	18,256.50
			422-11-51105-561-000	2012 CHEV IMPALA	18,256.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	OPTIONAL EQUIPMENT	1,416.50
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
			422-11-51105-561-000	DESTINATION CHARGE	825.00
				..... CHECK TOTAL	143,486.00
111836	1/11	BRIGGS, RANDALL	110-00-21106-000-000	2011 RE TAX OVERPAY	206.43
111837	1/11	PLATINUM SYSTEMS	422-11-51102-532-000	12/11-COMPUTER NETWO	118,563.70
111838	1/11	J. GARDNER & ASSOCIATES, LLC	110-00-21114-000-000	JR. BADGES	645.00
111839	1/11	WIS DEPT OF REVENUE	110-01-51101-311-000	BUS TAX REG RENEWAL	10.00
111840	1/11	LAKESIDE OIL	520-09-50106-341-000	12/11 DIESEL FUEL	23,081.82
			520-09-50106-341-000	12/11 DIESEL FUEL	22,458.24
				..... CHECK TOTAL	45,540.06
111841	1/11	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	12/11 TRANSIT COACH	1,341.40
111842	1/11	RED THE UNIFORM TAILOR	110-00-21114-000-000	12/11 FIRE UNIFORMS	223.50
111843	1/11	IOD INCORPORATED	110-02-52102-219-000	RECORDS 11-182250	48.68

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111844	1/11	MOODY, WILLIAM	110-00-21106-000-000	2011 RE TAX OVERPAY	59.55
111845	1/11	GRAFFEN, WALTER & KRISTEN	110-00-21106-000-000	2011 RE TAX OVERPAY	48.29
111846	1/11	GARNERO, JOSEPH	110-00-21106-000-000	2011 RE TAX OVERPAY	31.95
111847	1/11	BARTON, KEVIN J & HEATHER M	110-00-21106-000-000	2011 RE TAX OVERPAY	134.48
111848	1/11	HALE, GEORGE JR & BARBARA	110-00-21106-000-000	2011 RE TAX OVERPAY	44.89
111849	1/11	REINING, BRIAN F	110-00-21106-000-000	2011 RE TAX OVERPAY	35.29
111850	1/11	BRUENNING, EDWARD J	110-00-21106-000-000	2011 RE TAX OVERPAY	36.01
111851	1/11	ARREOLA, FERNANDO D AND	110-00-21106-000-000	2011 RE TAX OVERPAY	33.02
111852	1/11	STEIN, GARY	611-09-50101-155-525	ORTHO REBURSEMENT	110.00
111853	1/11	TRAUTWEIN, AARON K	110-00-21106-000-000	2011 RE TAX OVERPAY	34.56
111854	1/11	MORRISSEY, JOHN & DARCY	110-00-21106-000-000	2011 RE TAX OVERPAY	34.49
111855	1/11	SCHABOWSKY, JOSEPH E & DIANE	110-00-21106-000-000	2011 RE TAX OVERPAY	52.35
111856	1/11	GAST, NATHAN & LAURA	110-00-21106-000-000	2011 RE TAX OVERPAY	53.85
111857	1/11	NORDHAUS, PAUL & KATHRYN	110-00-21106-000-000	2011 RE TAX OVERPAY	46.00
111858	1/11	JOHNSON, STEPHEN M & MARY J	110-00-21106-000-000	2011 RE TAX OVERPAY	32.22
111859	1/11	DELGADO, JOSE GUADALUPE	110-00-21106-000-000	2011 RE TAX OVERPAY	177.26
111860	1/11	ZERNIA, THOMAS AND	110-00-21106-000-000	2011 RE TAX OVERPAY	55.22
111861	1/11	MERTEN, EUGENE & BETSY	110-00-21106-000-000	2011 RE TAX OVERPAY	51.79
111862	1/11	DOWNNEY, DANIEL & DORA	110-00-21106-000-000	2011 RE TAX OVERPAY	54.80
111863	1/11	CONDE, CHAD M	110-00-21106-000-000	2011 RE TAX OVERPAY	32.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111864	1/11	GRAY, JAMIE LYNN	110-00-21106-000-000	2011 RE TAX OVERPAY	38.38
111865	1/11	ENWRIGHT, BRENT & MARI	110-00-21106-000-000	2011 RE TAX OVERPAY	217.38
111866	1/11	R & V DEVELOPMENT, INC	110-00-44211-000-000	CLASS C WINE LICENSE	75.00
111867	1/11	JANTZ, HERBERT & JEANINE	110-00-21106-000-000	2011 RE TAX OVERPAY	52.86
111868	1/11	ERDMANN, MICHAEL E	110-00-21106-000-000	2011 RE TAX OVERPAY	100.74
111869	1/11	NATIONAL TITLE NETWORK	110-00-21106-000-000	2011 TAX-5112 21 AV	26.38
111870	1/11	MCNAB, PHYLLIS T	110-00-21106-000-000	2011 RE TAX OVERPAY	45.21
111871	1/11	SHARMA, NITIN AND	110-00-21106-000-000	2011 RE TAX OVERPAY	59.26
111872	1/11	WHITE, SHEILA & FLORINE	110-00-21106-000-000	2011 RE TAX OVERPAY	306.99
111873	1/11	DIAZ, OSMAN S AND	110-00-21106-000-000	2011 RE TAX OVERPAY	236.42
111874	1/11	HOWARD, JOAN	110-00-21106-000-000	2011 RE TAX OVERPAY	89.16
111875	1/11	BRACEEN, CHRISTOPHER AND	110-00-21106-000-000	2011 TAX 4603 37 AV	605.89
111876	1/11	SMITH, GERALD	611-09-50101-155-525	ORTHO REIMBURSEMENT	277.50
111877	1/11	CAPITAL TITLE & CLOSING SERV	110-00-21106-000-000	2011 TAX 3709 60 PL	29.16
111878	1/11	LUDLOW, RONALD & PATRICIA	110-00-21106-000-000	2011 RE TAX OVERPAY	203.99
111879	1/11	PEPKA, CARL & KATHYE	110-00-21106-000-000	2011 RE TAX OVERPAY	61.51
111880	1/11	BOWMAN, DIONNE & BRENT	110-00-21106-000-000	2011 TAX-7421 24 AVE	30.57
111881	1/11	ROSNER, JOSEPH & BONITA	110-00-21106-000-000	2011 RE TAX OVERPAY	55.74
111882	1/11	ROEDIGER, BRIAN	110-00-21106-000-000	2011 TAX-6920 31 AVE	26.09
111883	1/11	CARSON, THOMAS J	110-00-21106-000-000	2011 RE TAX OVERPAY	30.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111884	1/11	HONOLD, JUDITH & CHARLES	110-00-21106-000-000	2011 RE TAX OVERPAY	38.87
111885	1/11	ZOIA, CHARLES & TAMMY	110-00-21106-000-000	2011 RE TAX OVERPAY	45.29
111886	1/11	ROBINSON, JULIA	110-00-21106-000-000	2011 TAX-1342 56 ST	34.06
111887	1/11	ROBINSON, DAVID & JULIA	110-00-21106-000-000	2011 RE TAX OVERPAY	45.88
111888	1/11	NIMAN, THOMAS & SUSAN	110-00-21106-000-000	2011 RE TAX OVERPAY	54.41
111889	1/11	BRITTICH, TODD	110-00-21106-000-000	2011 RE TAX OVERPAY	40.30
111890	1/11	BAREIKA, JAMES L	110-00-21904-000-000	CASH BOND #N1111198	114.00
111891	1/11	ESCAMILLA, MARCO	110-00-21904-000-000	CASH BOND #N1254475	114.00
111892	1/11	MARTINEZ, DAVE	110-00-21904-000-000	CASH BOND #P705734	114.00
111893	1/11	MIDDLECAMP-TALBERT, RUTH	110-00-12104-000-000	2011 ADV PP TAX-OVR	27.13
111894	1/11	SCHROEDER, RICHARD P.	110-01-51701-261-000	11-12/11 48 MILEAGE	26.64
111895	1/11	BLISE, PAULA	110-02-52601-261-000	12/11 318 MILES	176.49
111896	1/11	LINDQUIST, LEWIS T.	110-02-52107-367-000	2011 CLOTHING ALLOW	336.03
111897	1/11	SWARTZ, MARTHA E.	110-02-52601-261-000	12/11 179 MILES	99.35
111898	1/11	HILLESLAND, RICHARD	110-02-52601-261-000	12/11 527 MILES	292.49
111899	1/11	MIKOLAS, KEVIN	110-02-52601-261-000	12/11 449 MILES	249.19
111900	1/11	WILKE, BRIAN	110-01-51701-261-000	11-12/11 72 MILES	39.96
111901	1/11	CALLOVI, MICHAEL	110-01-51701-261-000	7-12/11 490 MILES	271.95
111902	1/11	CHIAPPETTA, LOUIS	110-02-52601-261-000	12/11 143 MILES	79.37
111903	1/11	DUMKE, JOHN E.	110-02-52601-261-000	12/11 274 MILES	152.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111904	1/11	PAGELS, CHRIS	501-09-50103-261-000	11/28-30 STEVENS PT	238.65
			501-09-50103-263-000	11/28-30 STEVENS PT	26.35
				..... CHECK TOTAL	265.00
111905	1/11	LUELLEN, JONATHAN	611-09-50101-155-525	ORTHO REIMBURSE	996.00
111906	1/11	SANCHEZ, MARGARITO	110-02-52601-261-000	12/11 304 MILES	168.72
111907	1/13	BINDELLI BROTHERS, INC	110-09-56501-259-569	12/11 8653 46 AVE	260.00
			110-09-56501-259-569	12/11 2109 45 ST	191.86
			110-09-56501-259-569	12/11 1323 50 ST	180.00
				..... CHECK TOTAL	631.86
111908	1/13	RNOW, INC.	630-09-50101-393-000	12/11 PARTS/MATERIAL	3,238.33
			630-09-50101-393-000	12/11 #2920 PARTS/MA	336.87
			630-09-50101-393-000	12/11 PARTS/MATERIAL	155.69
			630-09-50101-393-000	PARTS/MATERIALS	154.46
			630-09-50101-393-000	12/11 PARTS/MATERIAL	89.35
			630-09-50101-393-000	12/11 PARTS/MATERIAL	65.20
	..... CHECK TOTAL	4,039.90			
111909	1/13	CHESTER ELECTRONICS SUPPLY	630-09-50101-393-000	12/11 SE #2992 PARTS	7.40
111910	1/13	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	12/11-ST ELECTRICAL	14.58
111911	1/13	KENOSHA AREA CONVENTION &	110-00-41204-999-000	PROJ 2012 1ST PAYMT	104,875.62
111912	1/13	GODFREY & KAHN, SC	420-11-51104-219-000	10/11 CHRYSLER	54,900.76
			420-11-51104-219-000	11/11 CHRYSLER	8,170.54
				..... CHECK TOTAL	63,071.30
111913	1/13	HWY C SERVICE	501-09-50106-344-000	CHAINSAWS	2,276.32
			630-00-21114-000-000	8 WHEELS	1,262.72
			110-05-55109-344-000	11/11-PA SERVICE/PAR	5.95
				..... CHECK TOTAL	3,544.99
111914	1/13	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	12/11-TD ELECTRICAL	361.50
			632-09-50101-246-000	12/11-SE ELECTRICAL	274.89
			520-09-50202-246-000	12/11-SE ELECTRICAL	264.30
			632-09-50101-246-000	12/11-SE ELECTRICAL	107.40
			632-09-50101-246-000	12/11-SE ELECTRICAL	41.72
			 CHECK TOTAL	1,049.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111915	1/13	KENOSHA JOINT SERVICES	110-02-52111-251-000	01/12 JOINT SERVICES	229,873.54
			110-02-52202-251-000	01/12 JOINT SERVICES	57,468.38
				..... CHECK TOTAL	287,341.92
111916	1/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	01/13/12 CITY SAL	41,946.82
			110-00-21562-000-000	01/13/12 CITY HRLY	13,464.98
			110-00-21562-000-000	01/13/12 WATER SAL	7,031.50
			110-00-21562-000-000	01/13/12 LIBRARY SAL	6,275.00
			110-00-21562-000-000	01/13/12 WATER HRLY	3,820.60
			110-00-21562-000-000	01/13/12 MUSEUM HRLY	115.00
	..... CHECK TOTAL	72,653.90			
111917	1/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	01/13/12 CITY SAL	1,034.98
			110-00-21541-000-000	01/13/12 LIBRARY SAL	230.00
			110-00-21541-000-000	01/13/12 WATER SAL	57.00
	..... CHECK TOTAL	1,321.98			
111918	1/13	LABOR PAPER, THE	110-01-50101-321-000	12/11 2ND READ ORDS	16.96
			110-01-50101-321-000	12/11 PUBLIC HRG	16.12
			110-01-50101-321-000	12/11 ORD 67-11 PUBL	12.34
	..... CHECK TOTAL	45.42			
111919	1/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	1/13/12 SAL DEDUCTS	89,798.00
111920	1/13	TRAFFIC & PARKING CONTROL CO	110-00-21114-000-000	PRGMBLE VIS LED	2,059.00
			110-03-53110-372-000	SIGNS	153.82
			110-03-53109-373-000	PRGMBLE VIS LED	37.78
	..... CHECK TOTAL	2,250.60			
111921	1/13	WILLKOMM INC., JERRY	630-09-50101-392-000	12/11-SE DIESEL FUEL	22,722.31
			630-09-50101-391-000	12/11-SE UNLEADED GA	21,496.77
	..... CHECK TOTAL	44,219.08			
111922	1/13	WIS ARBORIST ASSOCIATION	501-09-50106-264-000	1/29-1/31/12 CONF	370.00
111923	1/13	WIS DEPT OF REVENUE	110-00-21512-000-000	12/16-31/11 DEDUCTS	139,489.18
111924	1/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	01/13/12 DEDUCTION	262.23
111925	1/13	LEITCH PRINTING CORPORATION	630-09-50101-393-000	12/11 CE ABSENCE	646.00

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111926	1/13	UNITED STATES TREASURY	110-00-21581-000-000	01/13/12 DEDUCTION	100.00
111927	1/13	WIS FUEL & HEATING INC	110-03-53116-341-000	12/11 WA LUBRICANTS/	608.50
111928	1/13	BROOKS TRACTOR, INC.	630-09-50101-393-000	12/11 SE PARTS & MAT	380.49
			630-09-50101-393-000	12/11 SE PARTS & MAT	321.81
			630-09-50101-393-000	12/11 SE PARTS & MAT	132.74
			630-09-50101-393-000	12/11 SE #2215 PARTS	52.78
			630-09-50101-393-000	12/11 SE PARTS & MAT	51.18
			630-09-50101-393-000	12/11 SE PARTS & MAT	47.50
				..... CHECK TOTAL	986.50
111929	1/13	CURTIS INDUSTRIES, INC	630-09-50101-393-000	12/11 SE FASTENERS-V	379.35
			630-09-50101-393-000	12/11 SE FASTENERS-V	171.32
			630-09-50101-393-000	12/11 SE FASTENERS-V	55.43
				..... CHECK TOTAL	606.10
111930	1/13	FABCO EQUIPMENT, INC.	630-09-50101-393-000	12/11 SE PARTS & MAT	851.84
			630-09-50101-393-000	12/11 SE PARTS & MAT	147.92
			630-09-50101-393-000	12/11 SE PARTS & MAT	129.08
			630-09-50101-393-000	12/11 SE CREDIT	238.79CR
				..... CHECK TOTAL	890.05
111931	1/13	INLAND DETROIT DIESEL	110-02-52203-344-000	12/11-FD PARTS/MATER	150.62
			110-00-21114-000-000	12/11-SKINNER VALVE	82.15
				..... CHECK TOTAL	232.77
111932	1/13	A & R DOOR SERVICE	110-02-52203-246-000	12/11 FD #4	2,184.60
			110-01-51801-246-000	11/11 MB DOOR REPAIR	58.00
				..... CHECK TOTAL	2,242.60
111933	1/13	BATTERIES PLUS LLC	110-02-52103-385-000	12/11 PD BATTERIES &	151.90
111934	1/13	UNITED POWER & BATTERY	110-00-21114-000-000	BATTERY INSTALLATION	2,850.00
			110-01-51102-539-000	BATTERY INSTALLATION	156.75
				..... CHECK TOTAL	3,006.75
111935	1/13	CHASE BANK KENOSHA	110-00-21513-000-000	01/13/12 DEDUCTIONS	225,465.77
			110-00-21612-000-000	01/13/12 DEDUCTIONS	81,664.33
			110-00-21511-000-000	01/13/12 DEDUCTIONS	55,321.88
			110-00-21614-000-000	01/13/12 DEDUCTIONS	24,334.98
			110-00-21514-000-000	01/13/12 DEDUCTIONS	24,334.15
				..... CHECK TOTAL	411,121.11

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111936	1/13	ZILSKE LAW FIRM S C	110-09-56405-212-000	11/2/11-12/20/11 W/C	1,834.00
111937	1/13	REGISTRATION FEE TRUST	110-09-56519-909-000	REPLACE PLATE#2395	2.00
111938	1/13	PREISS, IRENE	110-02-52203-165-000	01/12 BENEFITS	410.53
111939	1/13	TUDJAN, EDWARD	110-02-52203-165-000	01/12 BENEFITS	941.50
111940	1/13	ZAK, PAUL	110-02-52203-165-000	01/12 BENEFITS	861.97
111941	1/13	INDUSTRIAL MARKETING	630-00-21114-000-000	11/11-SPRINGS	132.87
111942	1/13	STATE CHEMICAL MANUFACTURING	630-09-50101-393-000	12/11-SE MATERIALS	442.02
111943	1/13	HOLLAND SUPPLY, INC.	630-00-21114-000-000	12/11-CE HOSES	1,463.40
			630-09-50101-393-000	12/11-CE HYDRAULIC F	423.36
			630-09-50101-393-000	12/11-CE HYDRAULIC F	394.20
				..... CHECK TOTAL	2,280.96
111944	1/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	01/13/11 SAL DEDUCT	734.00
111945	1/13	GORDIE BOUCHER FORD OF KENO	110-00-21114-000-000	REPLACE SPARK PLUGS	1,254.19
111946	1/13	LEE ELECTRICAL, INC	463-11-50601-589-000	5311 40 AVE-REHAB	1,165.00
111947	1/13	MANDLIK & RHODES INFORMATION	501-00-21114-000-000	12/11 COUPON REDMPTN	313.32
			501-00-21114-000-000	12/11 COUPON REDMPTN	171.77
				..... CHECK TOTAL	485.09
111948	1/13	EIASEW	110-01-51601-264-000	UDC UPDATE 1/24/12	80.00
111949	1/13	UNISOURCE WORLDWIDE	630-09-50101-393-000	12/11-CE PAPER PROD	5,472.00
			110-01-51101-311-000	12/11-FN PAPER PROD	454.48
			110-01-51101-311-000	12/11-FN PAPER PROD	64.34
				..... CHECK TOTAL	5,990.82
111950	1/13	HUMANA CLAIMS	611-09-50101-155-527	01/11/12 MED CLAIMS	33,058.04
			611-09-50101-155-527	01/12/12 PHARMACY	5,294.55
			611-09-50101-155-527	01/12/12 MED CLAIMS	2,633.91
			611-09-50101-155-527	01/11/12 PHARMACY	344.85
				..... CHECK TOTAL	41,331.35

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111951	1/13	SHINGLES ETC., INC	257-06-50498-259-000	#5372950 REHAB	1,400.00
111952	1/13	BUSINESS HEALTH CARE GROUP	611-09-50101-155-000	2012 MEMBERSHIP	8,380.00
111953	1/13	CUMMINS NPOWER, LLC	632-00-21114-000-000	SOFTWARE LICENSES	500.00
			520-09-50201-347-000	12/11 TD PARTS/SERVI	266.78
			520-09-50201-347-000	12/11 TD PARTS/SERVI	181.74
			630-09-50101-393-000	12/11 SE #2386 PARTS	167.97
			630-09-50101-393-000	12/11 SE #2050 PARTS	28.86
				..... CHECK TOTAL	1,145.35
111954	1/13	WASTE MANAGEMENT OF WI	110-00-21114-000-000	12/11 977.56 TONS	21,506.32
			110-00-21114-000-000	12/11 WDNR TONNAGE	12,708.28
			110-00-21114-000-000	12/11 103.75 TONS	2,297.46
			110-00-21114-000-000	12/11 13 PULLS	2,054.00
			110-03-53117-253-416	12/11 FUEL SURCHG	1,519.39
			110-00-21114-000-000	12/11 WDNR TONNAGE	1,398.75
			110-03-53117-253-417	12/11 FUEL SURCHG	308.36
			110-03-53117-253-416	12/11 ENVIRO SURCHG	300.00
			110-03-53117-253-417	12/11 ENVIRO SURCHG	78.00
				..... CHECK TOTAL	42,170.56
111955	1/13	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	01/13/12 DEDUCTION	38.27
111956	1/13	VERIZON WIRELESS	110-00-21114-000-000	10-12/11 SERVICE	7,952.09
111957	1/13	VIDACARE CORPORATION	206-02-52205-318-000	12/11-FD NEEDLES	2,642.76
111958	1/13	BARNES DISTRIBUTION	630-00-21114-000-000	CHAIN SERVICE GARAGE	2,981.00
111959	1/13	REMY BATTERY CO., INC.	630-09-50101-393-000	12/11-CE BATTERIES	464.22
111960	1/13	KIEFT BROTHERS INC.	501-00-21114-000-000	12/11-STORM SEWER	2,988.00
111961	1/13	WASTE MGMT OF MILWAUKEE	110-00-21114-000-000	12/11 COMPACTOR RNT	653.00
111962	1/13	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	12/11-SE PARTS/LABOR	84.22
111963	1/13	INSTY-PRINTS	110-00-21114-000-000	12/11-ADOPTED CIP	649.35

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111964	1/13	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	01/13/12 DEDUCTION	83.00
111965	1/13	PELION BENEFITS, INC.	110-00-21517-000-000	01/01-15/12 DEDUCTS	1,058.63
111966	1/13	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	01/13/12 DEDUCTION	76.74
111967	1/13	SPEEDY FOAM	110-02-52206-366-000	ADD'L FREIGHT	65.00
111968	1/13	JOHNSON BANK	110-00-21532-000-000	01/13/12 CITY SAL	5,581.77
			110-00-21532-000-000	01/13/12 WATER SAL	2,186.24
			110-00-21532-000-000	01/13/12 MUSEUM SAL	1,439.17
			110-00-21532-000-000	01/13/12 CITY HRLY	515.39
			110-00-21532-000-000	01/13/12 WATER HRLY	429.62
				..... CHECK TOTAL	10,152.19
111969	1/13	COMMERCIAL MAINTENANCE	110-05-55109-353-000	TRI-LETE WEEK KILER	131.35
111970	1/13	DUECO, INC	630-09-50101-393-000	12/11 SE PARTS & MAT	37.18
111971	1/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	01/13/12 DEDUCTION	419.00
			110-00-21581-000-000	01/13/12 DEDUCTION	283.00
				..... CHECK TOTAL	702.00
111972	1/13	MENARDS (KENOSHA)	501-09-50105-359-000	12/11 SW MERCHANDISE	65.21
			110-02-52203-382-000	12/11 FD #1 MERCHAND	49.99
			501-09-50105-389-000	12/11 SW MERCHANDISE	33.81
			501-09-50105-246-000	12/11 ST MERCHANDISE	24.23
			501-09-50105-385-000	12/11 ST MERCHANDISE	12.62
			110-03-53109-375-000	12/11 ST MERCHANDISE	8.96
				..... CHECK TOTAL	194.82
111973	1/13	SHERWIN INDUSTRIES	501-09-50105-355-000	12/11 COLD PATCH PRO	4,228.12
111974	1/13	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	10/12/11-12/8/11 W/C	388.30
111975	1/13	WIS SCTF	110-00-21581-000-000	01/13/12 SAL DEDUCT	8,818.57
			110-00-21581-000-000	01/13/12 HRLY DEDCT	659.45
				..... CHECK TOTAL	9,478.02
111976	1/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	01/13/12 DEDUCTION	278.00

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111977	1/13	TIME WARNER CABLE	761-09-50101-225-000	PHONE SVC-1/9-2/8/12	57.86
			524-05-50101-219-000	1/12-GO CABLE SERV.	19.79
				..... CHECK TOTAL	77.65
111978	1/13	ADVANCED CORRISON CONTROL	630-00-21114-000-000	INSPECT UST'S	180.00
111979	1/13	NFPA FULFILLMENT CTR	110-02-52204-322-000	RENEWAL NFDA	855.00
111980	1/13	WHOLESALE DIRECT INC	630-09-50101-393-000	12/11-SE PARTS/MATER	358.43
111981	1/13	ENVIROMENTAL REGULATORY DIV	110-02-52204-323-000	TANK INSPECTER CERT	50.00
111982	1/13	NICOLET NATURAL SE	761-09-50101-389-000	1/12 WATER COOLER	34.75
111983	1/13	BUSCHE, JUDY LLC	110-09-56501-259-000	11/11 DH-PROC SERVC	28.00
			110-01-50301-219-000	11/11 LE-PROC SERVC	28.00
				..... CHECK TOTAL	56.00
111984	1/13	MILWAUKEE SPRING &	630-09-50101-393-000	12/11-SE PARTS/LABOR	2,808.51
111985	1/13	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	RENEWAL T COX	75.00
111986	1/13	GOODYEAR AUTO SERVICE CTR	110-02-52203-344-000	12/11-FD TIRE WORK/T	404.85
111987	1/13	PROCESSWORKS INC.	110-00-21578-000-000	01/10/12 CHECK REG	2,000.00
			110-00-21578-000-000	12/11 CHARGES	1,236.55
				..... CHECK TOTAL	3,236.55
111988	1/13	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	12/11-SE#2386 PARTS	91.86
			630-09-50101-393-000	12/11-SE#1959 PARTS	46.48
				..... CHECK TOTAL	138.34
111989	1/13	NICE RINK	524-00-21114-000-000	ICE RINK	3,604.63
111990	1/13	NEW URBAN NEWS	110-01-51601-322-000	2012 SUBSCRIPTION	79.00
111991	1/13	PIRO, RALPH	761-09-50101-111-000	01/01-15/12 SERVICE	1,840.80
			761-09-50101-111-000	01/01-15/12 SERVICE	872.31
			761-00-21514-000-000	01/01-15/12 SERVICE	12.65CR
			761-00-21599-000-000	01/01-15/12 SERVICE	25.00CR
			761-00-21514-000-000	01/01-15/12 SERVICE	26.69CR
			761-00-21511-000-000	01/01-15/12 SERVICE	36.64CR
			761-00-21512-000-000	01/01-15/12 SERVICE	37.30CR
			761-00-21513-000-000	01/01-15/12 SERVICE	74.00CR
			761-00-21511-000-000	01/01-15/12 SERVICE	77.31CR
			761-00-21599-000-000	01/01-15/12 SERVICE	92.04CR
			761-00-21512-000-000	01/01-15/12 SERVICE	102.40CR
			761-00-21513-000-000	01/01-15/12 SERVICE	216.00CR
				..... CHECK TOTAL	2,013.08

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
111992	1/13	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	12/11-TD COACH PARTS	191.01
111993	1/13	INTERNATIONAL ASSOCIATION	110-02-52102-323-000	2012 DUES THORNE	70.00
111994	1/13	NIULPE, INC.	110-05-55109-323-000	2012 PWR ENG CERT	40.00
111995	1/13	INTERNATIONAL CODE COUNCIL	110-01-51601-322-000	TWO 2012 IBC BOOKS	298.00
111996	1/13	CITIBANK (SOUTH DAKOTA) NA	110-00-21581-000-000	01/13/12 DEDUCTION	638.36
111997	1/13	DOUBLE D CONSTRUCTION INC	228-06-51602-259-824	STORM REPAIRS	10,870.00
111998	1/13	WE ENERGIES	463-11-50802-219-000	1715 52ND ST-GAS	1,639.00
			463-11-50802-219-000	3712 50TH ST-GAS	1,024.00
			463-11-50802-219-000	4628 37TH AVE-GAS	1,024.00
				..... CHECK TOTAL	3,687.00
111999	1/13	HEUER LAW OFFICES, S.C.	110-00-21581-000-000	01/13/12 DEDUCTION	398.30
112000	1/13	AMERICAN SOCIETY OF POWER	110-05-55109-323-000	1012 OP ENG-WOJTAK	30.00
112001	1/13	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	12/5/11 W/C	306.72
112002	1/13	IOD INCORPORATED	110-09-56405-161-000	12/29/11 W/C	61.54
112003	1/13	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	11/22-12/2/11 W/C	2,414.10
			110-09-56405-161-000	11/10/11 W/C	801.11
			110-09-56405-161-000	11/9/11 W/C	667.59
				..... CHECK TOTAL	3,882.80
112004	1/13	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	11/22-12/9/11 W/C	1,443.89
112005	1/13	GENEX SERVICES INC	110-09-56405-161-000	12/6/11-1/5/12 W/C	88.00
112006	1/13	EXAM WORKS INC	110-09-56405-161-000	11/18/11 W/C	1,525.00
112007	1/13	ORTHOPEDIC SURGEONS OF WI SC	110-09-56405-161-000	10/10/11 W/C	100.50
112008	1/13	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	11/21/11 W/C	521.52
			110-09-56405-161-000	11/28/11 W/C	445.20
				..... CHECK TOTAL	966.72

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
112009	1/13	PRESCRIPTION PARTNERS LLC	110-09-56405-161-000	11/11/11 W/C	282.11
112010	1/13	ZYNEX MEDICAL	110-09-56405-161-000	11/22/11 W/C	508.96
112011	1/13	SEWBJA	110-01-51601-264-000	HILLESLAND 1/25-26	170.00
112012	1/13	SERRA, CARL	110-00-21109-000-000	COURT PYMT V813793	35.00
112013	1/13	OCWEN LOAN SERVICING	110-00-21106-000-000	2011 TAX-2110 55 ST	468.44
112014	1/13	SALVATI, MICHAEL & JENNIFER	110-00-21106-000-000	2011 RE TAX OVERPAY	55.20
112015	1/13	USINGER, RICKY & PAMELA	110-00-21106-000-000	2011 RE TAX OVERPAY	46.99
112016	1/13	JONES, EDWARD & CHRISTINA	110-00-21106-000-000	2011 RE TAX OVERPAY	1,370.69
112017	1/13	DAGHFAL, DAVID & ELIZABETH	110-00-21106-000-000	2011 RE TAX OVERPAY	49.00
112018	1/13	BREVITZ, LARRY JR & COURTNEY	110-00-21106-000-000	2011 RE TAX OVERPAY	446.58
112019	1/13	WOOLDRIDGE, STEPHEN	110-00-21106-000-000	2011 TAX-6430 92 AVE	53.40
112020	1/13	LAVERY, MATTHEW & LEANNE	110-00-21106-000-000	2011 RE TAX OVERPAY	298.26
112021	1/13	GOMEZ, JAVIER & MAURIE	110-00-21106-000-000	2011 RE TAX OVERPAY	49.57
112022	1/13	VALDES, MARTHA	110-00-21106-000-000	2011 RE TAX OVERPAY	53.25
112023	1/13	O'CONNOR, AMOR D	110-00-21106-000-000	2011 RE TAX OVERPAY	545.84
112024	1/13	COGAN, JAMES & SHEILA	110-00-21106-000-000	2011 RE TAX OVERPAY	49.17
112025	1/13	PETERSON, CAROLYN A	110-00-21106-000-000	2011 RE TAX OVERPAY	79.07
112026	1/13	BUSSE, MICHAEL & SUSAN	110-00-21106-000-000	2011 RE TAX OVERPAY	216.60
112027	1/13	BRUNO, OTTIE & LOUANN	110-00-21106-000-000	2011 RE TAX OVERPAY	53.18
112028	1/13	BAKKALA, DANIEL & JENNIFER	110-00-21106-000-000	2011 RE TAX OVERPAY	50.10

START DATE FOR SUMMARY: 1/01 END DATE FOR SUMMARY: 1/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
112029	1/13	MCVAY, CHARLES & KATHLEEN	110-00-21106-000-000	2011 RE TAX OVERPAY	40.24
112030	1/13	MELLEM, NANCY J	110-00-21106-000-000	2011 RE TAX OVERPAY	42.54
112031	1/13	STANEK, SCOTT & LORI	110-00-21106-000-000	2011 RE TAX OVERPAY	58.97
112032	1/13	MAPLE LANE MOBILE HOME PARK	110-00-46808-000-000	BOARD/SECURE-FIRE	246.12
112033	1/13	PETERSON, JULIE	110-09-56405-166-000	01/01-01/14 PENALTY	244.50
112034	1/13	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2011 TAX RL STLMNT	211,127.96
112035	1/13	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2011 TAX RL STLMNT	322,694.28
112036	1/13	GATEWAY TECH COLLEGE	110-00-21803-000-000	2011 TAX RL STLMNT	3,489,179.17
112037	1/13	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2011 TAX RL STLMNT	30,469.21
112038	1/13	RIMKUS, JASON	761-09-50101-111-000	01/01-15/12 SERVICE	1,840.80
			761-00-21514-000-000	01/01-15/12 SERVICE	26.69CR
			761-00-21511-000-000	01/01-15/12 SERVICE	77.31CR
			761-00-21599-000-000	01/01-15/12 SERVICE	92.04CR
			761-00-21512-000-000	01/01-15/12 SERVICE	102.40CR
			761-00-21513-000-000	01/01-15/12 SERVICE	216.00CR
				..... CHECK TOTAL	1,326.36
112039	1/13	PIRO, RALPH	761-09-50101-111-000	01/01-15/12 SERVICE	872.31
			761-00-21514-000-000	01/01-15/12 SERVICE	12.65CR
			761-00-21599-000-000	01/01-15/12 SERVICE	25.00CR
			761-00-21511-000-000	01/01-15/12 SERVICE	36.64CR
			761-00-21512-000-000	01/01-15/12 SERVICE	37.30CR
			761-00-21513-000-000	01/01-15/12 SERVICE	74.00CR
				..... CHECK TOTAL	686.72
GRAND TOTAL FOR PERIOD *****					7,472,293.78



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

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

C-2

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Interim Director

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

January 27, 2012

To: G. John Ruffolo, Chairman
Public Works Committee

David Bogdala, Chair
Finance Committee

From: Michael M. Lemens, P.E.
Interim Director of Public Works/City Engineer

Subject: ***Approval of Change Order No.1 for Project 09-1011***
Paving 56th Street (64th Ave. to 68th Ave.)

BACKGROUND/ANALYSIS

Previously the Public Works Committee reviewed the developers agreement with KUSD for the construction of Indian Trail High School. That agreement required the paving of 56th Street by the City, with the requirement that KUSD reimburse the City for all costs associated with the pavement construction work. The grading contractor for the high school was scheduled to do the earthwork for 56th Street, and leave the roadbed to subgrade prior to turning it over to the paving contractor. However, it was found that the roadway subgrade was left low by the grading contractor. The paving contractor incurred additional costs to construct the pavement to approved elevations, and this contract change order covers that additional work necessary to complete the project according to plans and specifications.

KUSD is aware of this matter, and has reviewed and approved the need for the change order. They will be responsible for the cost of this extra work.

RECOMMENDATION

Recommend that the Change Order be approved.

Cc: Ald. Downing, District 16

mml

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: **New Road Construction 56th Street (64th Ave to 68th Ave)**
Project Number: **09-1011**
C.I.P. Line Item: **IN-09-004**
Purchase Order #: **110916**
Contractor: **Reesman's Excavating**
Public Works Committee Action: **February 1, 2012**
Finance Committee: **February 6, 2012**
Date of Common Council Action: **February 6, 2012**

City and contractor agree that the above contract is amended by increasing the amount of the contract by **\$34,896.15** from **\$308,000.00** to **\$342,896.15**. This amendment will allow for additional work to be completed.

This change order is approved by:

CONTRACTOR

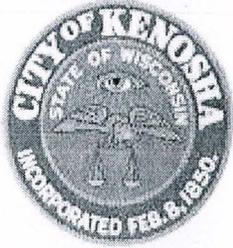
Reesman's Exc + Grading
Chris Reesman
- CHRIS REESMAN

DATE

1.27.12

CITY OF KENOSHA, MAYOR

DATE



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

C-3

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, Interim Director

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

January 25, 2012

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E.
Interim Director of Public Works/City Engineer

Subject: Acceptance of Project 10-1025 38th Street Reconstruction – Phase IV

Location: 38th Street – 2000 ft east of the Kilbourn Ditch Bridge to 300 ft west of CTH S

Please be advised that the above referenced project has been satisfactorily completed by Stark Asphalt, Milwaukee, Wisconsin. This project consisted of excavation, installing concrete pavement, grading, concrete curb and gutter, storm sewer installation, street lighting, pavement marking, permanent signing, and site restoration.

It is recommended that the project be accepted in the final amount of \$505,623.11. Original contract amount was \$485,395.52 plus \$64,604.48 for contingency for a total contract amount of \$550,000.00. Funding was from CIP Line Item IN-08-002.

MML/kjb

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 19, 2012	Item |
Conditional Use Permit for a contractor's storage yard to be located at 3700 45th Street. (Prostko Grading) (District #10) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3700 45th Street
 Zoned: M-1 Light Manufacturing District / Air-5 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Kennedy, has been notified. Alderman LaMacchia, whose district abuts the property, has also been notified. The Common Council is the final review authority.

ANALYSIS:

- Prostko Grading currently occupies a portion of the building located at 3700 45th Street. They currently store several construction vehicles on the parking area behind the building. Since this activity has been characterized as a contractor's storage yard, they have made an application for a Conditional Use Permit to authorize the use.
- No site changes are proposed by the tenant. Section 4.06 C.3.(j) of the Zoning Ordinance requires a fence for any area that is adjacent to or across the alley from a residential district. The site is across from an existing apartment complex after crossing 39th Avenue. This area in questions is approximately 400+ feet away from the residential district. Staff recommends that a fence be installed from the northwest corner of the building north to the lot line.
- The area where the vehicles are parked is paved, but the pavement is in poor condition. Staff recommends that the broken areas of pavement be repaired/replaced within the defined storage area.
- Plans were sent to 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.
- This items was reviewed by the City Plan Commission on December 8, 2011. The recommendation from the City Plan Commission was to fence the entire storage area with an eight (8') foot high fence.
- Staff met with the applicant on December 15, 2011 to discuss the conditions. The applicant indicated they did not want to install any of the required improvements since they are only tenants and they do not own the land. After a discussion with the Alderman of the District, Alderman Kennedy, the item was referred back to the City Plan Commission at the December 19th Common Council meeting.
- Staff met with the applicant and building owner on January 5, 2012 to discuss the Conditions of Approval, but a conclusion could not be reached. The item was deferred form the January 5, 2012 meeting to allow the applicant and building owner additional time to meet and agree on improvements to the property. The outcome of these meetings will be discussed with the Plan Commission at the January 19, 2012 meeting.

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	January 19, 2012	Item
Conditional Use Permit for a contractor's storage yard to be located at 3700 45th Street. (Prostko Grading) (District #10) PUBLIC HEARING			

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to attached Conditions of Approval.

B. RLO

 Brian R. Wilke, Development Coordinator
 /u2/acct/cp/ckays/1CPC/2012/Jan19/fact-cup-prostko.odt

[Handwritten Signature]

 Jeffrey B. Labahn, Interim Director

RE: Conditional Use Permit

From : Matt Troha <MTroha@jhtholdings.com>

Thu, Jan 19, 2012 10:48 AM

Subject : RE: Conditional Use Permit

To : 'Brian Wilke' <bwilke@kenosha.org>, pcprostkograding
<pcprostkograding@wi.rr.com>

Obviously this issue is not improving. Some equipment was removed but most still remains. Our hands are tied. ATC does not consent to the conditional permit and obviously will need to make some changes at its location.

Matthew T. Troha
Vice President of Human Resources &
Deputy General Counsel
Direct: (262)564-7006
Fax: (262) 564-4656

CONFIDENTIALITY NOTICE: This E-Mail is intended only for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please do not distribute and delete the original message. Please notify the sender by E-Mail at the address shown. Thank you for your compliance.

From: Brian Wilke [mailto:bwilke@kenosha.org]

Sent: Wednesday, January 11, 2012 2:38 PM

To: Troha, Matt; pcprostkograding

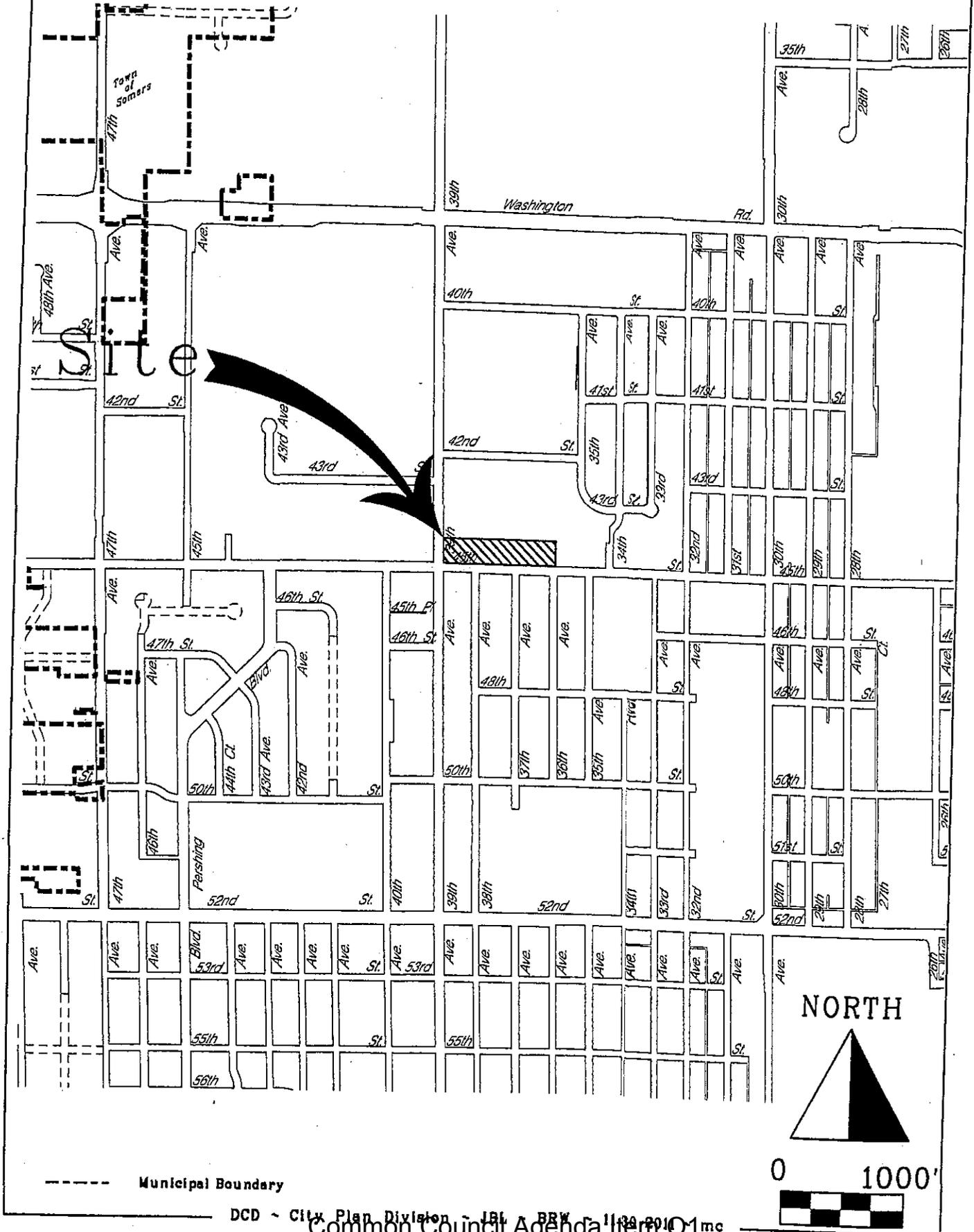
Subject: Conditional Use Permit

Has there been any progress since last Thursday regarding the Conditional Use Permit requirements we discussed? If so, I would like to include them in our Staff Report being prepared this week. Otherwise, we will update the Plan Commission at their meeting next Thursday.

Thanks, and please let me know if you have any questions or if I can be of any further assistance.

City of Kenosha

Vicinity Map Prostko Grading Contractor's Storage Yard - CUP



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

MAILING INFORMATION

NAME OF PROJECT: Prostko Grading Contractor's Storage Yard

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

<input checked="" type="checkbox"/>	Name and Address of Applicant (Please print): <u>P.C. Prostko Grading Inc.</u> <u>3721 30th Street</u> <u>Kenosha WI 53144</u>	Phone: <u>262-654-2313</u> Fax: <u>262-654-2308</u> E-Mail: <u>pcprostkograding@wi.rr.com</u>
<input type="checkbox"/>	Name and Address of Architect/Engineer (Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="checkbox"/>	Name and Address of Property Owner (if other than applicant) (Please print): <u>ATC Transportation LLC</u> <u>3700 45th Street</u> <u>Kenosha WI 53144</u>	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 3700 45th Street

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 City Development
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>N/A</u> Existing Building Size: <u>N/A</u> Site Size: <u>N/A</u> Current # of Employees <u>3</u> Anticipated # of New Employees <u>N/A</u> Anticipated Value of Improvements <u>N/A</u>																						
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> forty (40) 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><u>Building or Addition Size</u></th> <th><u>Site size</u></th> <th><u>Review Fee</u></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>		<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>	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. 	
	<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>																				
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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 																						

P.C. Prostko Grading Inc.

3721 30th Street
Kenosha WI 53144
Phone: (262) 654-2313 Fax: (262) 654-2368
E-mail: PCPROSTKOGRAIDING@wi.rr.com



October 14, 2011

City of Kenosha
625 52nd Street
Kenosha WI 53140

RE: Conditional Use Permit Application for 3700 45th Street

To Whom It May Concern:

This letter is to apply for a conditional use permit. At this time our company leases 3 bays at 3700 45th Street from ATC Transportation, LLC. We will not be making any changes to the property so we have no building or utility plans to submit. We have attached a site plan of the property in which we have marked the bays we lease, and where any construction equipment and/or vehicles are parked or would be parked.

At this time our hours of operation at the building are 6 am until 11 pm, 7 days a week. We do not run our business out of this location, it is primarily used for storage and to make any repairs to our equipment. The construction equipment and vehicles that are stored there will vary. Some examples are scrapers, dozers, water truck, loaders, skid loader, back hoe, trailers, and a dump truck. The amount of equipment and length of time parked there will vary depending on what equipment is being used on current jobs. We will not be storing any type of material at this location. If you have any questions please contact me 262-237-1900.

Sincerely,

A handwritten signature in cursive script that reads "Paul C. Prostko".

Paul C. Prostko
President

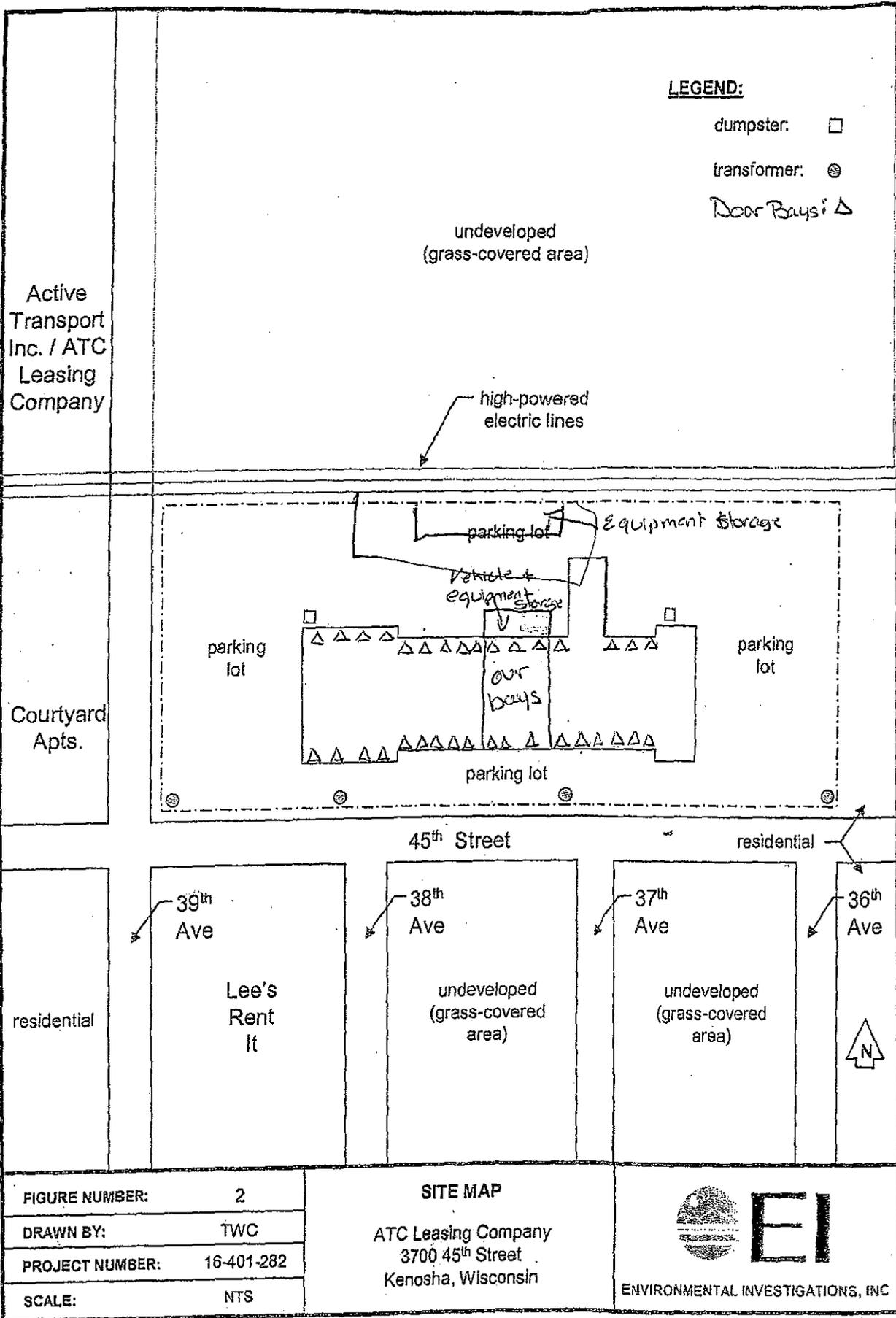


FIGURE NUMBER:	2
DRAWN BY:	TWC
PROJECT NUMBER:	16-401-282
SCALE:	NTS

SITE MAP
 ATC Leasing Company
 3700 45th Street
 Kenosha, Wisconsin

EI
 ENVIRONMENTAL INVESTIGATIONS, INC

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

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. **Operational Plan** which details:

- (1) Airport or heliport classification.
- (2) Forecasted aviation demand, based aircraft, annual and average daily operations.
- (3) Hours of operation.
- (4) Avialational aids and landing systems.
- (5) Crash, fire and rescue plans.
- (6) Air freight services.
- (7) Management.

g. **Environmental Impact Statement:**

- (1) Delineate all noise contour areas (based on projections of aircraft operations to a 20 year future.)
- (2) Land use compatibility plans for noise impacted areas, including existing land uses and zoning.
- (3) Runway and other lighting impacts from the facility.
- (4) Air and water quality impacts including aircraft fuel emissions.
- (5) Construction impacts.
- (6) Prime farmland impacts.
- (7) Other applicable social, economic and environmental impacts.

h. Federal Aviation Administration (FAA) and Wisconsin Bureau of Aeronautics (BOA) approval of all plans and environmental impact statements.

i. Facility should have adequate land area and easements to assure safe operation.

j. Facility should have adequate plans for emergency crash, fire and rescue services.

k. The noise impacted area should not exceed FAA standards or policies on airport and heliport land use compatibility.

l. Facility should have adequate plans for restricting buildings and structures to assure safe aerial approaches.

m. Other issues or concerns 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.

3. Storage Yard for a Contractor in the M-1 and M-2 Districts.

a. **Building Plan** as required by §4.05 B. of the Zoning Ordinance.

b. **Site Plan** as required by §4.05 C. of the Zoning Ordinance, plus:

- (1) Location and height of all storage areas including vehicles, equipment, building materials, metals, sand, gravel and scrap storage.
- (2) Internal roads and paths for vehicular use.
- (3) Outdoor signs including any mounted or painted on fences.

c. **Drainage Plan** as required by §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. **Operational Plan** which shows:

- (1) Types of equipment and materials which will be used and stored.
- (2) How often trash and unusable materials will be picked up.
- (3) Methods to be used to control noise, dust and windblown materials and maintain fire protection.
- (4) Hours and days of operation.

g. 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.

h. No activity shall emit odorous matter of such nature or quantity as to be offensive, obnoxious, or unhealthful outside the premises, nor shall any activity emit dust, fumes, vapors or gases in such quantities as to cause spoiling or danger to the health of persons, animals, vegetation or other property, all as measured and controlled by Chapter NR 400-494 "Air Pollution Control" of the Wisconsin Administrative Code.

i. No activity shall locate, store, discharge or permit the discharge of any treated, untreated or inadequately treated liquid, gaseous or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to exceed or contribute toward the exceeding of the minimum standards set forth in Chapter NR 102 "Water Quality Standards for Wisconsin Surface Waters" and Chapters NR 200 through 299 "Wisconsin Pollutant Discharge Elimination System" of the Wisconsin Administrative Code.

j. The storage yard shall be effectively screened along any property line which is adjacent to or across an alley from any 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 storage yard warrant such additional screening or landscaping.

k. Exterior lighting shall be arranged, oriented or shielded in such a manner that direct radiation or glare from such source does not penetrate residential lots which are located in a residential district adjacent to or across an alley from the storage yard.

l. No signage, other than one eight (8) square foot identification sign near each access gate, shall be mounted or painted on any required fence.

m. Any windblown material resulting from operation of the yard shall be collected daily and properly disposed.

